



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: July 21, 2016

Staff Contact: Hope Sullivan, AICP, Planning Manager

Agenda Title: For Possible Action: To approve a request from State Street Development LLC (property owner: State Street Development LLC) for a Tentative Planned Unit Development to create 105 single family attached residential lots, including a request for a reduction in perimeter setbacks, a reduction in the minimum lot size, the use of a modified parking standard, and a Special Use Permit to allow a residential use on property zoned General Commercial (GC), located at State Street, APN 002-441-23.

Staff Summary: Pursuant to Section 17.09 of the Carson City Municipal Code, the applicant is seeking to create 105 attached residential lots on a 7.8 acre site located on the west side of State Street.

Agenda Action: Formal Action/Motion

Time Requested: 30 minutes

Proposed Motion

"I move to approve a request from State Street Development LLC (property owner: State Street Development LLC) for a Tentative Planned Unit Development to create 105 single family attached residential lots, including a request for a reduction in perimeter setbacks, a reduction in the minimum lot size, the use of a modified parking standard, and a Special Use Permit to allow a residential use on property zoned General Commercial, located at State Street, APN 002-441-23, based on the findings and subject to the recommended conditions of approval contained in the memorandum dated July 8, 2016 from the Planning Manager."

Board's Strategic Goal

Quality of Life

Previous Action

The Planning Commission conducted a public hearing on the subject request at its meeting of June 29, 2016 and recommended approval based on the ability to make the required findings and subject to conditions.

Background/Issues & Analysis

See memorandum from the Planning Manager dated July 8, 2016 and the staff report to the Planning Commission dated Jun 29, 2016.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 278A (Planned Development), CCMC Section 17.07 (Findings), CCMC Section 17.09 (Planned Unit Development), CCMC Section 18.02.080 (Special Use Permits), CCMC Section 18.04.135 (General Commercial)

Financial Information

Is there a fiscal impact? ☐ Yes ☒ No

If yes, account name/number:

Is it currently budgeted? ☐ Yes ☒ No

Explanation of Fiscal Impact:

Alternatives

Do not approve the requested TPUD, and articulate what findings cannot be made in the affirmative.

Request additional information, and refer the application back to the Planning Commission.

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Carson City Planning Division

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180 – Hearing Impaired: 711
planning@carson.org
www.carson.org/planning

MEMORANDUM

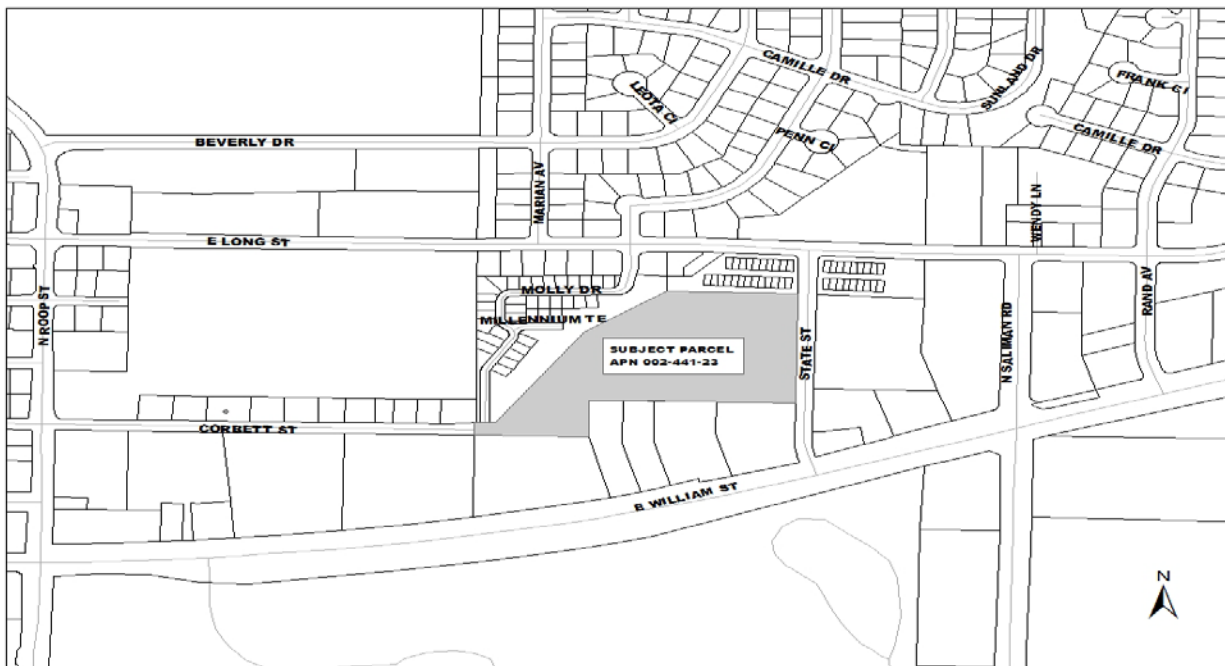
Board of Supervisors Meeting of July 21, 2016

TO: Board of Supervisors

FROM: Hope Sullivan, AICP
Planning Manager

DATE: July 8, 2016

SUBJECT: TPUD-16-053: Consideration of a request from State Street Development LLC (property owner: State Street Development LLC) for a Tentative Planned Unit Development (TPUD) to create 105 single family attached residential parcels, including a request for a reduction in perimeter setbacks, a reduction in the minimum lot size, the use of a modified parking standard, and a Special Use Permit to allow a residential use on property zoned General Commercial (GC), located at State Street, APN 002-441-23.



DISCUSSION

At its meeting of June 29, 2016, the Planning Commission reviewed a request from State Street Development for a TPUD to create 105 single family attached residential lots on a 7.80 acre site located on the west side of State Street. Included in the request is a request for a Special Use Permit to allow a residential use on property zoned General Commercial, the use of a modified parking standard, a reduction in the perimeter setbacks, and a reduction in the minimum lot size for property located on the west

At the conclusion of the public hearing, the Planning Commission voted (5 - 1, 1 absent) to recommend approval of TPUD-16-053 based on the ability to make the required findings and subject to the following conditions of approval.

Note staff is recommending two modifications to the conditions recommended by the Planning Commission. Additional language proposed by staff appears with an underline, and language proposed to be deleted appears with a strike through. The first modification is inclusion of the following condition that is recommended in the applicant's traffic analysis for the purpose of improving operation of the intersection of State Street and E. William Street:

The southbound leg of the intersection of State Street and E. William Street must be striped to have separate left and right turn lanes. Striping must be shown in the construction plans prior to approval of a construction permit.

The Planning Commission discussed inclusion of this additional condition, but did not include it in the final motion. Staff believes the lack of inclusion of this condition was an oversight, and does not represent disagreement with the condition.

The second modification is to encumber the property to the south with a ten foot "no-buildings" easement as opposed to a ten foot "public utility" easement. The applicant offered to encumber the southern property with a ten foot public utility easement so as to meet the intent of the required twenty foot perimeter setback. Since the Planning Commission meeting, the applicant has asked to modify the easement to a "no build" easement. Staff finds that the modified language continues to meet the intent of the twenty foot perimeter setback.

RECOMMENDED CONDITIONS OF APPROVAL

The following are general conditions of approval:

1. The applicant must sign and return the Notice of Decision including conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, the item may be rescheduled for the next Planning Commission meeting for further consideration.
2. The applicant shall provide construction plans to the Engineering Division for all required on-site and off-site improvements, prior to any submittals for approval of a Final Map.
3. Individual homes will require application for a Building Permit, issued through the Carson

City Building Division. This will necessitate a complete review of the project to verify compliance with all adopted construction codes and municipal ordinances applicable to the scope of the project.

4. A Site Improvement Permit will be required for all site improvements intended to serve the entire site.
5. Hours of construction will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday. If the hours of construction are not adhered to, the Carson City Building Division will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.
6. A Final Map, prepared in accordance with the Tentative Map, must be approved and recorded within four years after the approval of a Tentative Map unless a longer time is provided for in an approved development agreement with the City.
7. Prior to the recordation of the Final Map for any phase of the project, the improvements associated with said phase must either be constructed and approved by the City, or the specific performance of said work secured by providing the City with a proper surety in the amount of 150% of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of 10% of the engineer's estimate to secure the Developer's obligation to repair defects in workmanship and materials which may appear in the work within one year of acceptance by the City.
8. The applicant shall provide notification to any prospective homebuyer that the development lies within the General Commercial zoning district and may be subject to commercial activity and noise not typical in a standard residential development. The applicant shall require all homebuyers to sign a statement acknowledging the existence of this zoning prior to the purchase of their home. This statement shall be recorded along with applicable purchase documents for the home.
9. The applicant shall submit street light fixtures for review and approval by the Planning Division.
10. The houses within this development will be subject to the collection of Residential Construction Tax.
11. The Parks and Recreation Department will not have maintenance responsibilities for the PUD's common open space, trails, and landscape areas.
12. No on street parking will be allowed based on the proposed design in order to maintain a clear width of 20 feet. All on street areas not identified for driveways or parking must have signage meeting Design Engineering and Fire Department requirements saying "No Parking-Fire Lane."
13. The property identified by APN 002-441-21 and located to the south of Lots 25 – 33 shall be encumbered along the northern property line that will exist after the transfer of the "area to be acquired" with a ten foot ~~public utility~~ "no building" easement with a prohibition of building above grade within the easement. Fencing, subterranean and at

grade improvements, including paving and drainage improvements, are permitted in the ten foot "no build" easement.

The following shall be included in the design of the Improvement Plans:

14. A detailed landscape plan demonstrating compliance with Division 3 of the Development Standards must be submitted prior to issuance of any improvement plans.
15. A supplement to Page L1 detailing the derivation of all open space provisions and demonstrating compliance with City open space requirements must be submitted prior to issuance of any improvement plans.
16. In accordance with CCDS 12.10 and 12.11.10, pavement sections shall be based on subgrade strength values determined by Resistance (R) Value or California Bearing Ratio (CBR) as shown in the Soils Engineering Report. Refer to CCDS Division 17 for soil report requirements. In no case shall the proposed pavement section be less than the minimum section prescribed in standard drawing C-5.1.9 and C-5.1.9.1.
17. Storm drainage facility improvements shall be designed in accordance with CCDS Division 14. A Technical Drainage Study is required with submittal of Improvement Plans in accordance with CCDS 14.9 through 14.10.
18. The project must comply with 2012 IFC and Northern Nevada Amendments.
19. The detention basin must be shown as private in the final map and any construction plans.
20. The detention basin must be privately maintained. Proof of an enforceable maintenance agreement must be provided prior to issuing a building permit.
21. Streets are shown as having a cross slope. This must be changed to reflect a typical street section with a crown, per Carson City Standard Details in the final map and any construction plans.
22. The water system analysis must address the possibility that the buildings will have fire sprinklers. This must be added to the analysis prior to issuing a building permit.
23. Sewer, Water, and Storm drain mains that are not located in streets must be within 20 foot wide utility easements. This must be shown on the final map and any construction plans.
24. Dead-end water lines can have no more than 15 customers. A loop may be created from the east end of Street E to the intersection of Streets A and B, the water main in the utility easement along the property's south border, or some other location. This must be shown in the final map and any construction plans.
25. The minimum sanitary sewer main slope of 0.4% is undesirable. The slope must be increased to maintain self-cleansing velocities if practicable. Connecting to the sewer main in the public utility easement along the property's south border in addition to the main in State Street, may make increasing the slope practicable. This must be reflected

in the sanitary sewer main analysis and the final map and any construction plans.

26. Dead end sewer mains on E Street must have at least 0.5% slope, this must be shown on the final map and any construction plans.
27. Landscape drawings for the building permit must show a clear line of sight triangle, and trees must be at least 10 feet from sewer and water mains.
28. Applicant must show NV Energy approval for locating drainage facilities adjacent to and below existing power poles prior to issuance of a building permit.
29. The ADA access ramps must line up with each other in sidewalks, and directional ramps must be used when applicable. This must be shown in the final map and any construction plans.
30. The drainage report does not consider the entire roughly 32 acre drainage area. It does not indicate a clear 100 year flow path, not impacting any structures for the project or downstream properties. The report also does not address maintenance and access for maintenance of drainage structures. The drainage report must be amended to address these issues prior to issuing a building permit.
31. Street drainage in front of lot 36 would need either a valley gutter or drop inlet to flow to the east. This must be shown in the final map and any construction plans.
32. Flows entering the project area from the west near lot 33 must be captured. This must be reflected in the final map and any construction plans.
33. Access must be provided to drainage facilities located west of the project. This must be shown on the final map and any construction plans.
34. Street sections must have minimum dimensions per standard detail C-5.1.9.1, this must be shown in the final map and any construction plans.
35. The southbound leg of the intersection of State Street and East William Street must be striped to have separate left and right turn lanes. Striping must be shown in the construction plans prior to approval of a construction permit.

The following shall be conditions to be completed prior to obtaining a Construction Permit or Final Map:

36. Final improvement plans for the development shall be prepared in accordance with CCDS Division 19 and the Standard Specifications and Details for Public Works Construction, as adopted by Carson City.
37. The project must comply with the adopted 2012 IFC as amended.
38. The applicant shall obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.

The following must be submitted or included with the Final Map:

39. All Final Maps shall be in substantial conformance with the approved Tentative Map.
40. The following notes shall be added to the Final Map:
 - A. These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance.
 - B. All development shall be in accordance with the Mills Landing Planned Unit Development (TPUD-16-053).
 - C. The parcels created with this Final Map are subject to the Residential Construction Tax payable at the issuance of Building Permits for residential units.
41. A copy of the signed Notice of Decision shall be provided with the submission of any Final Map.
42. The applicant shall provide evidence to the Planning Division indicating the all agencies' concerns or requirements have been satisfied and that all conditions of approval have been met.
43. All streets within the boundary of the subdivision shall be named in accordance with Carson City Development Standards, Division 22 – Street Naming and Address Assignment. Street names shall be reviewed and approved by Carson City GIS and shall be shown on the Final Map.
44. The District Attorney shall review any CC&Rs prior to recordation of the Final Map.
45. All trails shall be non-motorized and dedicated for public use. The applicant shall provide, as part of the final map a document for recordation demonstrating that the trails are non-motorized and available for public use and that there will be no changes to these uses unless approved by the Board of Supervisors.

The following conditions are applicable to Building Permits for the individual homes:

46. All projects and improvements must be performed in accordance with Nevada Revised Statutes (NRS) 623 and 624 and Carson City Municipal Code (CCMC) 15.05.020.
47. All repairs, replacements and alterations must have property Building Permits and comply with International Building and Residential Codes, Uniform Plumbing Code, Uniform Mechanical Code or International Mechanical Code, Fuel Gas Code, National Electrical Code, Adopted International Energy Conservation Code, and Northern Nevada Amendments.
48. All contractors are required to carry State and local license.
49. All designs must comply with the Geotechnical Report Update prepared by ENGEO, dated April 29, 2016, project number 7217.000.000. This includes the required building separation from the fault, as well as the construction techniques for the retaining walls.

50. Building Permit fee valuation is based upon the International Code Council Building Journal Index most current February issue.
51. A developer can use a master/standard plan approach for the build out.
52. Depending on the final building design, fire sprinklers may be required.

Attachments

June 29, 2016 Report to Planning Commission with Attachments

Late Material Provided to the Planning Commission at its meeting of June 29, 2016

STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF JUNE 29, 2016

FILE NO: TPUD-16-053

AGENDA ITEM: F-3

STAFF AUTHOR: Hope Sullivan, AICP, Planning Manager

REQUEST: To consider a request from State Street Development LLC (property owner: State Street Development LLC) for a Tentative Planned Unit Development to create 105 single family attached residential parcels, including a request for a reduction in perimeter setbacks, a reduction in the minimum lot size, the use of a modified parking standard, and a Special Use Permit to allow a residential use on property zoned General Commercial (GC), located at State Street, APN 002-441-23.

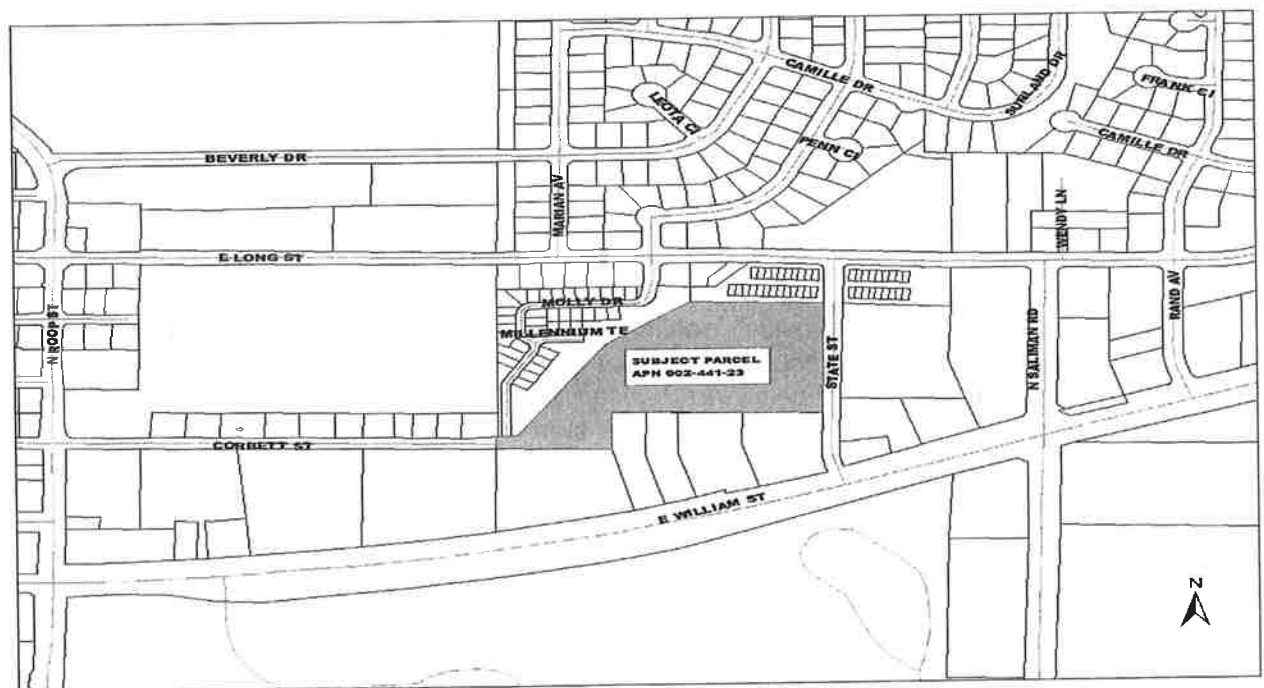
APPLICANT: State Street Development LLC

OWNER: State Street Development LLC

LOCATION: State Street

APN(s): 002-441-23

RECOMMENDED MOTION: "I move to recommend approval of TPUD-16-053, a Tentative Planned Unit Development for 105 single family attached residential lots, to the Board of Supervisors, including approval of a Special Use Permit to allow a residential use on property zoned General Commercial, the use of a modified parking standard, a reduction in the perimeter setbacks along the northern and western property lines, and a reduction in the minimum lot size for property located on the west side of State Street, APN 002-441-23 based on the findings and subject to the recommended conditions of approval in the staff report."



RECOMMENDED CONDITIONS OF APPROVAL

The following are general conditions of approval:

1. The applicant must sign and return the Notice of Decision including conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, the item may be rescheduled for the next Planning Commission meeting for further consideration.
2. The applicant shall provide construction plans to the Engineering Division for all required on-site and off-site improvements, prior to any submittals for approval of a Final Map.
3. Individual homes will require application for a Building Permit, issued through the Carson City Building Division. This will necessitate a complete review of the project to verify compliance with all adopted construction codes and municipal ordinances applicable to the scope of the project.
4. A Site Improvement Permit will be required for all site improvements intended to serve the entire site.
5. Hours of construction will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday. If the hours of construction are not adhered to, the Carson City Building Division will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.
6. A Final Map, prepared in accordance with the Tentative Map, must be approved and recorded within four years after the approval of a Tentative Map unless a longer time is provided for in an approved development agreement with the City.
7. Prior to the recordation of the Final Map for any phase of the project, the improvements associated with said phase must either be constructed and approved by the City, or the specific performance of said work secured by providing the City with a proper surety in the amount of 150% of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of 10% of the engineer's estimate to secure the Developer's obligation to repair defects in workmanship and materials which may appear in the work within one year of acceptance by the City.
8. The applicant shall provide notification to any prospective homebuyer that the development lies within the General Commercial zoning district and may be subject to commercial activity and noise not typical in a standard residential development. The applicant shall require all homebuyers to sign a statement acknowledging the existence of this zoning prior to the purchase of their home. This statement shall be recorded along with applicable purchase documents for the home.
9. The applicant shall submit street light fixtures for review and approval by the Planning Division.
10. The houses within this development will be subject to the collection of Residential Construction Tax.

11. The Parks and Recreation Department will not have maintenance responsibilities for the PUD's common open space, trails, and landscape areas.
12. No on street parking will be allowed based on the proposed design in order to maintain clear width of 20 feet. All on street areas not identified for driveways or parking must have signage meeting Design Engineering and Fire Department requirements saying "No Parking-Fire Lane."

The following shall be included in the design of the Improvement Plans:

13. A detailed landscape plan demonstrating compliance with Division 3 of the Development Standards must be submitted prior to issuance of any improvement plans.
14. A supplement to Page L1 detailing the derivation of all open space provisions and demonstrating compliance with City open space requirements must be submitted prior to issuance of any improvement plans.
15. In accordance with CCDS 12.10 and 12.11.10, pavement sections shall be based on subgrade strength values determined by Resistance (R) Value or California Bearing Ratio (CBR) as shown in the Soils Engineering Report. Refer to CCDS Division 17 for soil report requirements. In no case shall the proposed pavement section be less than the minimum section prescribed in standard drawing C-5.1.9 and C-5.1.9.1.
16. Storm drainage facility improvements shall be designed in accordance with CCDS Division 14. A Technical Drainage Study is required with submittal of Improvement Plans in accordance with CCDS 14.9 through 14.10.
17. The project must comply with 2012 IFC and Northern Nevada Amendments.
18. The detention basin must be shown as private in the final map and any construction plans.
19. The detention basin must be privately maintained. Proof of an enforceable maintenance agreement must be provided prior to issuing a building permit.
20. Streets are shown as having a cross slope. This must be changed to reflect a typical street section with a crown, per Carson City Standard Details in the final map and any construction plans.
21. The water system analysis must address the possibility that the buildings will have fire sprinklers. This must be added to the analysis prior to issuing a building permit.
22. Sewer, Water, and Storm drain mains that are not located in streets must be within 20 foot wide utility easements. This must be shown in the final map and any construction plans.
23. Dead-end water lines can have no more than 15 customers. A loop may be created from the east end of Street E to the intersection of Streets A and B, the water main in the utility easement along the property's south border, or some other location. This must be shown in the final map and any construction plans.
24. The minimum sanitary sewer main slope of 0.4% is undesirable. The slope must be

- increased to maintain self-cleansing velocities if practicable. Connecting to the sewer main in the public utility easement along the property's south border in addition to the main in State Street, may make increasing the slope practicable. This must be reflected in the sanitary sewer main analysis and the final map and any construction plans.
25. Dead end sewer mains on E Street must have at least 0.5% slope, this must be shown on the final map and any construction plans.
 26. Landscape drawings for the building permit must show a clear line of sight triangle, and trees must be at least 10 feet from sewer and water mains.
 27. Applicant must show NV Energy approval for locating drainage facilities adjacent to and below existing power poles prior to issuance of a building permit.
 28. The ADA access ramps must line up with each other in sidewalks, and directional ramps must be used when applicable. This must be shown in the final map and any construction plans.
 29. The drainage report does not consider the entire roughly 32 acre drainage area. It does not indicate a clear 100 year flow path, not impacting any structures for the project or downstream properties. The report also does not address maintenance and access for maintenance of drainage structures. The drainage report must be amended to address these issues prior to issuing a building permit.
 30. Street drainage in front of lot 36 would need either a valley gutter or drop inlet to flow to the east. This must be shown in the final map and any construction plans.
 31. Flows entering the project area from the west near lot 33 must be captured. This must be reflected in the final map and any construction plans.
 32. Access must be provided to drainage facilities located west of the project. This must be shown in the final map and any construction plans.
 33. Street sections must have minimum dimensions per standard detail C-5.1.9.1, this must be shown in the final map and any construction plans.

The following shall be conditions to be completed prior to obtaining a Construction Permit or Final Map:

34. Final improvement plans for the development shall be prepared in accordance with CCDS Division 19 and the Standard Specifications and Details for Public Works Construction, as adopted by Carson City.
35. The project must comply with the adopted 2012 IFC as amended.
36. The applicant shall obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.

The following must be submitted or included with the Final Map:

37. All Final Maps shall be in substantial conformance with the approved Tentative Map.

38. The following notes shall be added to the Final Map:
 - A. These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance.
 - B. All development shall be in accordance with the Mills Landing Planned Unit Development (TPUD-16-053).
 - C. The parcels created with this Final Map are subject to the Residential Construction Tax payable at the issuance of Building Permits for residential units.
39. A copy of the signed Notice of Decision shall be provided with the submission of any Final Map.
40. The applicant shall provide evidence to the Planning Division indicating the all agencies' concerns or requirements have been satisfied and that all conditions of approval have been met.
41. All streets within the boundary of the subdivision shall be named in accordance with Carson City Development Standards, Division 22 – Street Naming and Address Assignment. Street names shall be reviewed and approved by Carson City GIS and shall be shown on the Final Map.
42. The District Attorney shall review any CC&Rs prior to recordation of the Final Map.
43. All trails shall be non-motorized and dedicated for public use. The applicant shall provide, as part of the final map a document for recordation demonstrating that the trails are non-motorized and available for public use and that there will be no changes to these uses unless approved by the Board of Supervisors.

The following conditions are applicable to Building Permits for the individual homes:

44. All projects and improvements must be performed in accordance with Nevada Revised Statutes (NRS) 623 and 624 and Carson City Municipal Code (CCMC) 15.05.020.
45. All repairs, replacements and alterations must have property Building Permits and comply with International Building and Residential Codes, Uniform Plumbing Code, Uniform Mechanical Code or International Mechanical Code, Fuel Gas Code, National Electrical Code, Adopted International Energy Conservation Code, and Northern Nevada Amendments.
46. All contractors are required to carry State and local license.
47. All designs must comply with the presented ENGEO job number 7217.000.000 dated 4/29/2016.
48. Building Permit fee valuation is based upon the International Code Council Building Journal Index most current February issue.
49. A developer can use a master/standard plan approach for the build out.
50. Depending on the final building design, fire sprinklers may be required.

LEGAL REQUIREMENTS: NRS Chapter 278A (Planned Development), CCMC Section 17.07 (Findings), CCMC Section 17.09 (Planned Unit Development), CCMC Section 18.02.080 (Special Use Permits), CCMC Section 18.04.135 (General Commercial)

MASTER PLAN DESIGNATION: Mixed Use Residential

ZONING DISTRICT: General Commercial (GC)

KEY ISSUES: Does the proposal meet the Planned Unit Development requirements and other applicable requirements? Is the proposed residential use in the General Commercial zoning district appropriate?

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH: Multi-Family Apartment (MFA) / Multi-Family Residential

SOUTH: General Commercial (GC)/ Commercial and Vacant

WEST: Multi-Family Apartment Planned Unit Development (MFA-P)/ Single Family Detached

EAST: General Commercial (GC)/ Commercial and Vacant

ENVIRONMENTAL INFORMATION:

FLOOD ZONE: Zone X shaded (between 100 – 500 year flood plain)

SLOPE/DRAINAGE: Generally flat

SEISMIC ZONE: Zone II (Moderate)

FAULT: On site

SITE DEVELOPMENT INFORMATION:

SUBJECT SITE AREA: 7.71 acres

EXISTING LAND USE: Vacant land

TOTAL RESIDENTIAL LOTS: 105 residential lots

PROPOSED LOT SIZES: 1,692 – 2,065 square feet (average 1,731 square feet)

REQUIRED SETBACKS: 20 feet from the periphery

PARKING REQUIRED: Two spaces per dwelling unit, plus one space for every two dwelling units for guest parking – 263 spaces, or an alternative standard as approved by the Director consistent with Section 2.2 of the Development Standards.

SITE HISTORY:

On December 21, 2006, the Board of Supervisors approved a Tentative Planned Unit Development (TPUD-06-202) for 94 residential lots, on the subject property, and commercial development on the neighboring 2.4 acre parcel. The approval expired without being constructed.

On April 12, 2016, City staff reviewed Conceptual Planned Unit Development CPUD-16-025 for 107 residential attached units on the subject property.

BACKGROUND:

On April 12, 2016, the applicant participated with City staff in a Conceptual Planned Unit Development review (CPUD-16-025) for the proposed development per the Planned Unit Development process outlined in Section 17.09 of the Carson City Municipal Code (CCMC).

The purpose of the Conceptual Planned Unit Development review is for City staff to provide comments to the applicant regarding City requirements for the proposed project.

The Conceptual Planned Unit Development proposal consisted of 107 single-family residential lots on a 7.71 acre parcel located on the west side of State Street. As part of the conceptual plan review process, staff advised the applicant that a Planned Unit Development (PUD) review would be necessary, as well as a Special Use Permit to allow a residential use in the General Commercial zoning district.

DISCUSSION:

Per Section 17.09.005 of the CCMC, the purpose of the Planned Unit Development (PUD) is to encourage more efficient use of the land and of public and private services in Carson City; to reflect the changes in technology of land development so the resulting economies benefit Carson City, and to preserve or provide open space, protect natural, cultural and scenic resources, minimize road building and encourage stable, cohesive neighborhoods offering a mix of housing types. The PUD allows for flexibility of land development regulations, while controlling development in the best interests of the ecology, economy, public health, safety, morals, and general welfare of the citizens.

The Mills Landing PUD is an infill residential development consisting of 105 single-family residential units on a 7.71 acre site located in the General Commercial zoning district directly to the north of property fronting William Street. The property fronting William Street is beginning to experience commercial development with a Credit Union recently opening, and a carwash currently under construction.

The applicant proposes attached single family homes. The homes will be 27 feet tall two story units, with either two or three bedrooms. Each home will include a one car, attached garage as well as a balcony.

Per Section 17.09.15 of the CCMC, permitted uses in a residential PUD may include attached single family homes. However, as the underlying zoning is General Commercial, the residential use may be established in the non-residential zoning district only upon the Planning Commission making the required findings for a Special Use Permit, along with the supplemental findings included in Section 1.18 of the Development Standards. These findings will be reviewed later in the report.

In addition to homes, the applicant proposes to construct a road network, storm water improvements, and open space. In accordance with Section 17.09.020 of the CCMC, the construction and development of all approved amenities, including open space and support facilities, shall occur no later than the construction or development of 25 percent of the dwelling units.

As the zoning of the subject property is non-residential, the residential density is not defined, but is rather the result of meeting other development requirements including the open space, parking, and the like.

Section 17.09.95 of the CCMC identifies specific standards for PUDs. Per the PUD standards, the minimum site area of a PUD shall not be less than five acres, and it shall not have less than five dwelling units. The proposed development meets these standards.

As the subject property is zoned General Commercial, there is no required minimum lot area as part of the PUD requirements. Internal setback requirements are established as part of the

tentative map approval, provided all setbacks meet minimum building and fire code requirements. Ten feet between structures must be maintained. The applicant is proposing an average lot size of 1,731 square feet. The proposed product is attached single family homes, with a ten foot separation between structures. Proposed setbacks are:

| | |
|------------------|---------|
| Front of Home: | 10 feet |
| Front of Garage: | 20 feet |
| Rear of Home | 10 feet |

As conditioned, the proposed development will comply with building code and fire code.

Per the PUD standards, the setbacks at the periphery boundary must be 20 feet. The applicant is seeking a perimeter boundary of ten feet along the north and western portions of the property where the lots will be adjacent to existing open space. The applicant is also seeking a reduced setback on the south property line, where additional land is proposed to be acquired to accommodate a ten foot setback.

In PUDS, the height is limited to the height limitation of the underlying zoning. The General Commercial zoning district allows for a height of 45 feet. The applicant proposes a height of 27 feet, thus complies with this requirement.

The parking standards in the PUD are per Division 2 of the Development Standards. Per Division 2, the Director may consider an alternative standard to the parking standards identified in Division 2. The applicant proposes to utilize the parking standards that would be utilized in Sparks and in Reno for similar projects. These standards would result in a requirement for 105 parking spaces and 158 parking spaces respectively. This is the standard utilized in Jackson Village, and is based on the project being an infill development where residents will have less reliance on cars. The proposed plans provide parking spaces for 165 cars per the CCMC standards. Additionally, each driveway will accommodate off street parking for an additional car, thus an additional 105 parking spaces. However, as CCMC prohibits tandem parking, the driveway parking is “de-facto,” but does not contributed to the parking required by Code.

Sidewalks are required on all public and private streets in accordance with city standards. The applicant is proposing sidewalks on one side of the street. The Engineering Division has advised that in high density projects like Mills Landing, traffic speeds are typically slower due to narrow streets, and the frequency of driveways. Due to the narrow street width, the time necessary for a pedestrian to cross a road is shortened. For these reasons, the Engineering Division finds that given the overall project design, a sidewalk on one side of the street is acceptable.

Each dwelling unit will require a separate service as the units will be fee simple ownership, and newly installed utilities will be required to be underground. A preliminary drainage plan has been prepared and reviewed by the City’s Engineering staff. A detailed drainage plan addressing both run off and water quality will be required as part of the improvements plans, and subject to a detailed review by the City’s engineering staff.

PUDS must set aside a minimum of 30 percent of the gross area as open space. This would equate to 2.34 acres of open space, and the application indicates that 2.36 acres of open space is provided consistent with the open space requirement of the CCMC. Page L1 of the plan set depicts the open space areas, noting the amounts allocated to recreational open space, common open space, and private open space.

Planned Unit Development Findings

Per CCMC Section 17.07.005 (Findings) and Section 17.09.050 (Approval or Denial of Application), the approval or denial of a PUD shall be based on the specific findings outlined below. Staff will first address the findings outlined in Section 17.07.005, followed by the findings outlined in Section 17.09.050.

Section 17.07.005 (Findings):

1. *Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.*

The PUD will be required to connect to the City water and sewer system. The proposed PUD will be required to obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP), and the site grading must incorporate proper dust control and erosion control measures.

2. *The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.*

The project will connect to the City water system, which has sufficient quantity for the foreseeable needs of the PUD. Sufficient water resources are addressed through the Growth Management building permit allocation system and other ongoing water management efforts.

3. *The availability and accessibility of utilities.*

The project will connect to all available utilities that abut the site and serve the existing neighborhood.

4. *The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.*

The PUD is an infill project in an area that is served by existing schools, sheriff protection, transportation facilities and parks. The proposed development will not overburden these services.

5. *Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.*

The proposed PUD is not adjacent to public lands, therefore incorporating access is unnecessary.

6. *Conformity with the zoning ordinance and land use element of the City's Master Plan.*

In the GC zoning district, a residential use is a condition use, thus the findings for a Special Use Permit must be made in the affirmative, and compliance with the provisions of 1.18 of the Development Standards must be demonstrated. Additionally, the applicant is seeking to waive the required 20 foot periphery setback requirement. Therefore, the findings for a variance must be met. In accordance with the provisions of 17.09.030 of

the CCMC, these requests may be applied for under the single application for a Planned Unit Development, and separate applications are not required. Therefore, the applicable findings and standards will be reviewed as part of Finding 6 of the Planned Unit Development.

1.18 Residential Development Standards in Non-Residential Districts.

The following standards are intended to establish minimum standards and Special Use Permit review criteria for residential development within the Neighborhood Business (NB), Retail Commercial (RC), General Commercial (GC), Residential Office (RO) and General Office (GO) zoning districts.

1. *Permitted uses. Residential uses are only allowed as permitted by Chapter 18.04, Use Districts, as a primary or conditional use in the applicable zoning districts.*

The proposed multi-family use is a conditional use allowed with the approval of a Special Use Permit in the General Commercial (GC) zoning district.

2. *Maximum permitted density. There is no maximum residential density within non-residential zoning districts subject to meeting the height, setback, parking and open space requirements of Chapter 18.04.*

The proposed application complies with the height limitations, parking requirements, and open space requirements. The applicant is seeking a waiver from the perimeter setback requirements. The project's proposed residential density is approximately 14 dwelling units per acre. The Master Plan designation for the subject property is Mixed-Use Residential. This designation allows for densities of 3 – 36 dwelling units per acre.

3. *Maximum building height shall be the maximum height established by the zoning district in which the project is located.*

The maximum building height in the General Commercial (GC) zoning district is 45 feet. The proposed building is 27 feet.

4. *Setbacks. Minimum setbacks shall be those established by the zoning district in which the project is located, subject to the following:*

- a. *In the NB, RC, GO and GO zoning districts, a minimum setback of 20 feet is required adjacent to a residential zoning district, with an additional 10 feet for each story above one story if adjacent to a single-family zoning district.*

The subject property is adjacent to residential zoning districts to the north and to the west. The applicant is seeking a 10 foot setback in these areas as opposed to the required twenty foot setback as the land use immediately adjacent to the property line is open space. Neither adjacent property to the north or west is zoned for single family residential.

- b. *A minimum setback of 10 feet is required from the right-of-way of an arterial street as identified in the adopted Transportation Master Plan, excluding the Downtown Mixed-Use area.*

State Street is not identified in the Transportation Master Plan as an arterial street.

5. *Required parking. Two spaces per dwelling unit, and in compliance with the Development Standards Division 2, Parking and Loading, or an alternative standard from an accredited source as approved by the Director.*

Per Division 2, two parking spaces are required for each dwelling unit, plus one additional parking space for each two dwelling units since on-street parking cannot be accommodated. The applicant is seeking to utilize a standard that is utilized in Sparks and Reno for infill development, where there is less reliance on cars. This will result in 1.57 parking spaces per unit. Note this standard was utilized in the Jackson Village project that was recently approved in Carson City. Also, each dwelling unit will have a 20 foot long driveway. The driveway will “de facto” provide for an off-street parking space. However, as tandem parking cannot be utilized to meet on-site parking demand, only the parking available in the garage is counted and not the parking that is located on the driveway.

6. *Open Space.*

a. *A minimum of 150 square feet per dwelling unit of common open space must be provided. For projects of 10 or more units, areas of common open space may only include contiguous landscaped areas within no dimension less than 15 feet, and a minimum of 100 square feet per unit of the common open space area must be designed for recreation, which may include but not be limited to picnic areas, sports courts, a softscape covered with turf, sand or similar materials acceptable for use by young children, including play equipment and trees, within no dimension less than 25 feet.*

On page L1 of the plan set, the applicant has identified 66,232 square feet of common open space, whereas given 105 units, 15,750 square feet would be required to meet this requirement.

b. *A minimum of 100 square feet of additional open space must be provided for each unit either as private open space or common open space.*

On page L1 of the plan set, the applicant has identified 52,593 square feet of private open space, whereas given 105 units, 10,500 square feet would be required to meet this requirement.

c. *Front and street side yard setback areas may not be included toward meeting the open space requirements.*

Given the total open space provided, staff believes that the proposed plan will meet the requirements. However, staff has recommended a condition of approval that the applicant provided a detailed derivation of the open space areas to supplement page L1 to verify compliance will all open space requirements.

7. *Landscaping. Landscaping shall comply with the Carson City Development Standards Division 3, Landscaping.*

The applicant has provided a conceptual landscape plan. A detailed landscape plan that demonstrate compliance with Development Standards, Division 3, should be submitted with the construction plans. Staff has included this statement in the conditions of approval.

8. *Special Use Permit review standards. Where a residential use is a conditional use within a given zoning district, the Planning Commission shall make two of the following findings in the affirmative in the review of the Special Use Permit in addition to the required findings of Section 18.02.080 of the Carson City Municipal Code.*

a. *The development is not situated on a primary commercial arterial street frontage.*

This finding can be met. State Street is not a commercial arterial.

b. *The development is integrated into a mixed-use development that includes commercial development.*

c. *The applicant has provided evidence that the site is not a viable location for commercial uses.*

d. *The site is designated Mixed-Use Commercial, Mixed-Use Residential or Mixed-Use Employment on the Master Plan Land Use Map and the project meets all applicable mixed-use criteria and standards.*

The site is designated as Mixed Use Residential. If the findings can be made, the application will meet the applicable mixed-use criteria.

SPECIAL USE PERMIT FINDINGS: CCMC Section 18.02.080.5 (Special Use Permits Findings) identifies the findings that must be met in the affirmative for the Planning Commission to approve a Special Use Permit. These findings are identified below.

1. *Will be consistent with the master plan elements.*

The subject property is designated Mixed Use Residential. This designation is intended to promote self-supporting neighborhoods which contain medium to high-density housing, but also includes retail, offices or live-work units. This designation further is appropriate adjacent to designated activity centers and along major corridors where infill and redevelopment is encouraged, as well as on larger vacant parcels within the urbanized area where larger scale planning is possible. The residential development on the subject property is consistent with this intent, and places residents near the commercial services on Highway 50.

2. *Will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and will cause no objectionable noise, vibrations, fumes, odors, dust, glare or physical activity.*

The site is currently vacant. Given the residential uses to the north and to the west, staff finds that the medium density residential use on this site will make for an appropriate transition between the existing residential uses and the commercial uses fronting William Street. The impacts of the proposed residential development will be consistent with the impacts realized at the existing residential areas to the west and the north.

3. *Will have little or no detrimental effect on vehicular or pedestrian traffic.*

The applicant's traffic study finds that there are no impacts to the E. William Street / State Street intersection that will require mitigation, and that no mitigation will be necessary to maintain an acceptable level of service.

4. *Will not overburden existing public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage, and other public improvements.*

The proposed infill project will not overburden existing public services. Engineering has comments regarding design details, but not capacity issues.

5. *Meets the definition and specific standards set forth elsewhere in this title for such particular use and meets the purpose statement of that district.*

Multi-family residential development is a conditional use in accordance with Title 18.04.135 General Commercial Conditional Uses and requires a Special Use Permit. All relevant standards are being addressed in this report and, with conditions of approval, will be met.

1. *Will not be detrimental to the public health, safety, convenience and welfare.*

As conditioned, the proposed development will not be detrimental to public health, safety, convenience and welfare. The project is an infill project that will provide an appropriate transition between the residential developments to the north and the west, and the commercial development fronting on William Street.

7. *Will not result in material damage or prejudice to other property in the vicinity.*

As conditioned, the proposed project will not result in material damage to other property in the vicinity.

VARIANCE FINDINGS: Section 18.02.085.5 (Variance Findings) identifies the findings that must be made in the affirmative for the Planning Commission to grant a variance. These findings are identified below. :

a. *That because of special circumstances applicable to the subject property, including shape, size, topography or location of surrounding, the strict application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification;*

The applicant is seeking to reduce the required 20 foot setbacks around the periphery of the PUD to 10 feet along the northern, western, and a portion of the southern property line. The site is an infill area. To the north and west, the site is adjacent to open space areas on neighboring properties. There is also a significant slope differential between the subject property and the Millenium project that creates a visual separation. The request will result in open space adjacent to open space. Staff does not find a special circumstance associated with the request to the south. The subject lots will be adjacent to vacant commercially zoned property. Staff finds that the setbacks are of benefit to both the residents and the business owners when the two uses are adjacent as the space creates opportunity for improvements to mitigate adverse impacts.

b. *That the granting of the application is necessary for the preservation and enjoyment of substantial property rights of the applicant;*

The applicant is seeking to develop as an infill residential development. To the north and west, the land immediately adjacent to the site is designated as open space and will result in open space adjacent to open space.

c. That the granting of the application will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of person residing or working in the neighborhood of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the neighborhood of the subject property.

The applicant is seeking to develop as an infill residential development. To the north and west, the land immediately adjacent to the site is designated as open space and will result in open space adjacent to open space.

(continuation of 17.07.005: PUD Findings)

7. *General conformity with the City's Master plan for streets and highways.*

The proposed development meets the City's Master plan for streets and highways. As an infill project, this PUD is adding internal streets to the development only.

8. *The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.*

The existing public streets surrounding this infill site are adequate to accommodate the traffic generated by the proposed subdivision, and service levels on existing streets will be minimally impacted. Based on the traffic study submitted and general street capacity standards, the Engineering Division has determined that the additional trips can be accommodated without impacting the level of service at nearby intersections.

9. *The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.*

The project site is in the X-Shaded floodplain. There is an earthquake fault on site. The applicant has submitted a report from a geotechnical engineer indicating that residential development should not occur within 25 feet of the fault, and suggesting construction methods to address construction near the fault. The recommendations of the geotechnical engineer are included in the conditions of approval.

10. *The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.*

The recommendations of reviewing departments and other entities have been incorporated into the conditions of approval for the proposed subdivision, as applicable.

11. *The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.*

The project is located adjacent to an existing retail commercial service area that is served by fire protection services in the area. Adequate water is provided in the area to meet fire demand.

12. *Recreation and trail easements.*

The proposed PUD provides pedestrian connections from Molly Drive to East William Street consistent with the Greening East William Street corridor study. This connection facilitates a future pedestrian connection from the adjacent neighborhood to the north and this proposed development to Mills Park.

Section 17.09.050 (Approval or Denial of PUD Application) identifies the findings that must be made with regard to approval of a PUD application, including in what respects the plan would or would not be in the public interest with consideration of the following:

1. *In what respects the plan is or is not consistent with the statement of objectives of the Planned Unit Development ordinance.*

The proposed plan is consistent with the state of objectives of the Planned Unit Development ordinance. The proposed Mills Landing project has been designed to take full advantage of its beneficial infill location and surrounding development while providing a complement to the existing uses in the immediate area.

2. *The extent to which the plan departs from zoning and Planned Unit Development regulations otherwise applicable to the property, including but not limited to density, size and use, and the reasons such departures are or are not deemed to be in the public interest.*

The proposed plan does depart from zoning and PUD regulations otherwise applicable to the property, specifically the required perimeter setback requirement for a PUD. To the north and west, the deviation will result in open space backing up to open space. The reasons for these departures can be deemed to be in the public interest because they support a infill property development near commercial services that will provide a walkable, mixed-use neighborhood.

3. *The purpose, location and amount of the open space in the Planned Unit Development, the reliability of the proposals for maintenance and conservation of the open space and the adequacy or inadequacy of the amount and purpose of the open space as related to the proposed density and type of residential development.*

The purpose, location and amount of open space in the PUD is appropriate for the project, and consistent with the requirements.

4. *A physical design of the plan and in the manner in which such design does or does not make adequate provision for public services, provide adequate control over vehicular traffic, parking requirements, and further the amenities of light and air, recreation and visual enjoyment.*

As detailed in the Engineering Division comments, the physical design of the plan does make adequate provisions for public services and does provide adequate control over vehicular traffic.

5. *The relationship, beneficial or adverse, of the proposed Planned Unit Development to the neighborhood in which it is proposed to be established.*

The proposed PUD creates a transitional use between the residential development to the north and the west, and the commercial fronting William Street. The PUD will also provide for pedestrian connections through the property for access to commercial properties to the south fronting William Street, and to State Street. The proposed PUD also will result in more residential development near the commercial services on William Street.

6. *In the case of a plan which proposes a development over a period of years, the sufficiency of the terms and conditions intended to protect the interest of the public and the residents of the Planned Unit Development in the integrity of the plan.*

The applicant has not provided a phasing plan.

With the exception of the reduced setback to the south, with the recommended conditions of approval, the findings to grant approval have been met by the applicant. Therefore, it is recommended that the Planning Commission approve application TPUD-16-053 based on the required findings as noted above, but recognizing the buildings along the southern property line must meet the 20 foot periphery setback required in a PUD.

PUBLIC COMMENTS: Public notices were initially mailed on June 10, 2016 to 82 property owners within 300 feet of the subject site pursuant to the provisions of NRS and CCMC. As of the completion of this staff report, no additional comments have been received regarding the proposed project. Any written comments that are received after this report is completed will be submitted prior to or at the Planning Commission meeting on June 29, 2016 depending on their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS: Comments were received from various city departments and are outlined below. Recommendations have been incorporated into the recommended conditions of approval, where applicable.

Engineering Division:

RECOMMENDATION:

The Engineering Division has no preference or objection to the TPUD.

CONDITIONS OF APPROVAL:

1. The detention basin must be shown as private in the final map and any construction plans.
2. The detention basin must be privately maintained. Proof of an enforceable maintenance agreement must be provided prior to issuing a building permit.
3. Streets are shown as having a cross slope. This must be changed to reflect a typical street section with a crown, per Carson City Standard Details in the final map and any construction plans.
4. The water system analysis must address the possibility that the buildings will have fire sprinklers. This must be added to the analysis prior to issuing a building permit.
5. Sewer, Water, and Storm drain mains that are not located in streets must be within 20 foot wide utility easements. This must be shown in the final map and any construction plans.
6. Dead-end water lines can have no more than 15 customers. A loop may be created from the east end of Street E to the intersection of Streets A and B, the water main in the utility easement along the property's south border, or some other location. This must be shown in the final map and any construction plans.

7. The minimum sanitary sewer main slope of 0.4% is undesirable. The slope must be increased to maintain self-cleansing velocities if practicable. Connecting to the sewer main in the public utility easement along the property's south border in addition to the main in State Street, may make increasing the slope practicable. This must be reflected in the sanitary sewer main analysis and the final map and any construction plans.
8. Dead end sewer mains on E Street must have at least 0.5% slope, this must be shown on the final map and any construction plans.
9. Landscape drawings for the building permit must show a clear line of sight triangle, and trees must be at least 10 feet from sewer and water mains.
10. Applicant must show NV Energy approval for locating drainage facilities adjacent to and below existing power poles prior to issuance of a building permit.
11. The ADA access ramps must line up with each other in sidewalks, and directional ramps must be used when applicable. This must be shown in the final map and any construction plans.
12. The drainage report does not consider the entire roughly 32 acre drainage area. It does not indicate a clear 100 year flow path, not impacting any structures for the project or downstream properties. The report also does not address maintenance and access for maintenance of drainage structures. The drainage report must be amended to address these issues prior to issuing a building permit.
13. Street drainage in front of lot 36 would need either a valley gutter or drop inlet to flow to the east. This must be shown in the final map and any construction plans.
14. Flows entering the project area from the west near lot 33 must be captured. This must be reflected in the final map and any construction plans.
15. Access must be provided to drainage facilities located west of the project. This must be shown in the final map and any construction plans.
16. Street sections must have minimum dimensions per standard detail C-5.1.9.1, this must be shown in the final map and any construction plans.

DISCUSSION:

The Engineering Division has reviewed the conditions of approval within our areas of purview relative to adopted standards and practices and to the provisions of CCMC 18.02.080, Conditional Uses.

CCMC 18.02.080 (5a) - Master Plan

The request is not in conflict with any Engineering Master Plans.

CCMC 18.02.080 (5b) – Impact to Surrounding Property

Development Engineering does not foresee any detriment to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood as long as the above conditions are met.

CCMC 18.02.080 (5c) - Traffic/Pedestrians

The request is not in conflict with pedestrian or traffic movements.

CCMC 18.02.080 (5d) - Public Services

New City water, sewer, storm drain and access services will be needed for this project. Those that are shown in the plans may need to be modified per the conditions of approval above. These modifications, however, are minor and there is sufficient capacity for the project as shown. It is unknown whether the available water supply will be sufficient if the buildings are to have fire sprinklers. This will be addressed as part of condition 4.

CCMC 18.02.080 (5f) – Public Health, Safety, Convenience, and Welfare

Development Engineering does not foresee any negative impact to public health, safety, convenience, and welfare as long as the above conditions of approval are met.

CCMC 18.02.080 (5g) – Damage or Prejudice to Other Property in Vicinity

Development Engineering does not foresee any damage or prejudice to other property in vicinity as long as the above conditions of approval are met.

CCMC 18.02.080 (5h) – Adequate Information and Plans

The information and plans provided were adequate for this review. Additional information will be provided per the conditions of approval.

Building Division:

1. All projects and improvements must be performed in accordance with Nevada State Revised Statute (NRS) 623 & 624 and Carson City Municipal Code (CCMC) 15.05.020.
2. All designs must comply with the presented ENGEO job number 7217.000.000 dated 4/29/2016.
3. All Repairs, Replacement, and Alterations must have proper building permits and comply with International Building and Residential Codes, Uniform Plumbing Code, Uniform Mechanical Code or International Mechanical Code, Fuel Gas Code, Electrical Code, International Energy Conservation Code, and Northern Nevada Amendments.
4. Building Permit fee valuation is based upon the International Code Council Building Journal Index most current February issue.
5. A developer can use a master/standard plan approach for the build out.
6. All Contractors are required to carry state and local license.

Fire Department:

1. Project must comply with the adopted 2012 IFC as amended.
2. No on street parking is allowed due to 20' street width. Red curb on all areas that aren't driveways or parking stalls.
3. Depending on final building design, fire sprinklers may be required.

Parks and Recreation Department:

1. This housing development is within the service area of Mills Park. As a result, Parks and Recreation Department staff would like a pedestrian connection from Molly Drive to East William Street. This connection was identified in the Greening East William Street corridor study (Refer to the attached report) and would facilitate a future pedestrian connection from the adjacent neighborhood to the north and this proposed development to Mills Park. This pedestrian connection is important to reduce safety issues associated Park.

2. Our department is pleased with developer's response to staff's concerns related to neighborhood pedestrian connectivity. The design of the off-street trail system provides connectivity to Long Street, Molly Drive, the Millennium housing development (to the northwest) and over to State Street. Also, it strikes a balance between providing neighborhood connectivity without bring the public into the heart of the development. Finally, this trail system's connectivity to State Street will provide another pedestrian connection point to Mills Park at the proposed State Street's Round-about crossing in the Greening East William Street corridor study (Refer to the attached report – Page 18). All trails shall be non-motorized and dedicated for public use. The applicant shall provide, as part of the final map a document for recordation demonstrating that the trails are non-motorized and available for public use and that there will be no changes to these uses unless approved by the Board of Supervisors.
3. In the Parks and Recreation Master Plan, this development is adjacent to Neighborhood 16 . The Master Plan's observations for this neighborhood are as follows, "This core area neighborhood has predominance of single family house types. It is well-served by a variety of small, mostly natural parks as well as Mark Twain Elementary." In the Neighborhood 16's "survey" section, the survey indicates "Moderate support (44%) for another neighborhood park and 44% support for a general increase in neighborhood parks, 65% support for general increase in natural parks. As a result of the Master Plan's observations, no park site will be required as a condition for the approval of the development.
4. This development will be subject to the collection of Residential Construction Tax.
5. The Parks and Recreation Department will NOT be responsible for maintaining any of the development's common landscape areas, natural open space areas, or trail system.

School District:

No comments received.

Environmental Control Division:

1. ECA has no requirements for this request.

Health and Human Services:

No concerns.

Nevada Department of Environmental Protection

1. Carson City is to provide sewage service to said subdivision.

Attachments

Site Photo
City Comments
NDEP Comment
Application (TPUD-15-069)



**Engineering Division
Planning Commission Report
File Number TPUD 16-053**

TO: Hope Sullivan, Planning
FROM Stephen Pott  y P.E., Development Engineering
DATE: June 13, 2016 **MEETING DATE:** June 25, 2014

SUBJECT TITLE:

Request to recommend to the Board of Supervisors regarding a Planned Unit Development in General Commercial zoning for 105 Single Family Attached Units, with a requested reduction in perimeter setbacks and modification to allow tandem parking.
Title 17. 09, 18.04.135.

RECOMMENDATION:

The Engineering Division has no preference or objection to the TPUD.

CONDITIONS OF APPROVAL:

1. The detention basin must be shown as private in the final map and any construction plans.
2. The detention basin must be privately maintained. Proof of an enforceable maintenance agreement must be provided prior to issuing a building permit.
3. Streets are shown as having a cross slope. This must be changed to reflect a typical street section with a crown, per Carson City Standard Details in the final map and any construction plans.
4. The water system analysis must address the possibility that the buildings will have fire sprinklers. This must be added to the analysis prior to issuing a building permit.
5. Sewer, Water, and Storm drain mains that are not located in streets must be within 20 foot wide utility easements. This must be shown in the final map and any construction plans.
6. Dead-end water lines can have no more than 15 customers. A loop may be created from the east end of Street E to the intersection of Streets A and B, the water main in the utility easement along the property's south border, or some other location. This must be shown in the final map and any construction plans.
7. The minimum sanitary sewer main slope of 0.4% is undesirable. The slope must be increased to maintain self-cleansing velocities if practicable. Connecting to the sewer main in the public utility easement along the property's south border in addition to the main in State Street, may make increasing the slope practicable. This must be reflected in the sanitary sewer main analysis and the final map and any construction

project as shown. It is unknown whether the available water supply will be sufficient if the buildings are to have fire sprinklers. This will be addressed as part of condition 4.

CCMC 18.02.080 (5f) – Public Health, Safety, Convenience, and Welfare

Development Engineering does not foresee any negative impact to public health, safety, convenience, and welfare as long as the above conditions of approval are met.

CCMC 18.02.080 (5g) – Damage or Prejudice to Other Property in Vicinity

Development Engineering does not foresee any damage or prejudice to other property in vicinity as long as the above conditions of approval are met.

CCMC 18.02.080 (5h) – Adequate Information and Plans

The information and plans provided were adequate for this review. Additional information will be provided per the conditions of approval.

Hope Sullivan

From: Vern Krahn
Sent: Wednesday, June 15, 2016 4:17 PM
To: Hope Sullivan
Cc: Jennifer Budge; Ann Bollinger
Subject: CPUD-16-025: Mills Landing - P&R Dept. Final Comments
Attachments: 20160503090410041.pdf; 20160615091645298.pdf

Hope.....

Here is our department's final comments on Mills Landing.

- 1) This housing development is within the service area of Mills Park. As a result, Parks and Recreation Department staff would like a pedestrian connection from Molly Drive to East William Street. This connection was identified in the Greening East William Street corridor study (Refer to the attached report) and would facilitate a future pedestrian connection from the adjacent neighborhood to the north and this proposed development to Mills Park. This pedestrian connection is important to reduce safety issues associated with current uncontrolled mid-block pedestrian crossings on East William Street to Mills Park.
- 2) Our department is pleased with developer's response to staff's concerns related to neighborhood pedestrian connectivity. The design of the off-street trail system provides connectivity to Long Street, Molly Drive, the Millennium housing development (to the northwest) and over to State Street. Also, it strikes a balance between providing neighborhood connectivity without bring the public into the heart of the development. Finally, this trail system's connectivity to State Street will provide another pedestrian connection point to Mills Park at the proposed State Street's Round-about crossing in the Greening East William Street corridor study (Refer to the attached report – Page 18). All trails shall be non-motorized and dedicated for public use. The applicant shall provide, as part of the final map a document for recordation demonstrating that the trails are non-motorized and available for public use and that there will be no changes to these uses unless approved by the Board of Supervisors.
- 3) In the Parks and Recreation Master Plan, this development is adjacent to Neighborhood 16 . The Master Plan's observations for this neighborhood are as follows, "This core area neighborhood has predominance of single family house types. It is well-served by a variety of small, mostly natural parks as well as Mark Twain Elementary." In the Neighborhood 16's "survey" section, the survey indicates "Moderate support (44%) for another neighborhood park and 44% support for a general increase in neighborhood parks, 65% support for general increase in natural parks. As a result of the Master Plan's observations, no park site will be required as a condition for the approval of the development.
- 4) This development will be subject to the collection of Residential Construction Tax.
- 5) The Parks and Recreation Department will NOT be responsible for maintaining any of the development's common landscape areas, natural open space areas, or trail system.

If you have any questions about our comments, please feel free to contact me.

VERN

16

| | |
|----------------|---|
| PARK: | Sunland Vista (.3 ac.), Fulstone Wetland, Blackwell's Pond (4 ac.), Lone Mountain, Steinhilmer Park |
| TYPE: | Natural |
| SIZE: | Sunland Vista (.3 ac.), Fulstone Wetland, Blackwell's Pond (4 ac.), Lone Mountain, Steinhilmer Park |
| NOTES: | 100% of population within walking distance of Park |
| SCHOOL: | Mark Twain Elementary School 60% of population within walking distance of School |



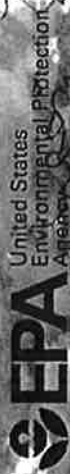
| | |
|-----------------------------------|---|
| OBSERVATIONS: | This core area neighborhood has a predominance of single family house types. It is well-served by a variety of small, mostly natural parks as well as Mark Twain Elementary. |
| SURVEY: | Q19: Moderate support (44%) for another Neighborhood park. Q17: 44% support for a general increase in Neighborhood parks, 65% support for general increase in Natural Parks. |
| IMPLEMENTATION STRATEGIES: | 1. Survey residents regarding their level of satisfaction towards their parks. 2. With neighborhood residents, verify expressed desire for Neighborhood park. |

17

| | |
|----------------|--|
| PARK: | None |
| TYPE: | N/A |
| SIZE: | N/A |
| NOTES: | 0% of population within walking distance of Park |
| SCHOOL: | None |



| | |
|-----------------------------------|--|
| OBSERVATIONS: | This neighborhood includes apartments, duplexes and single-family homes. It is circumscribed, and bisected, by a number of major roads. Freeway development is cutting this neighborhood off from its only park potential—Ronald D. Wilson Memorial Park. There are only a few vacant parcels (in the eastern quadrant of the neighborhood) that could be used for parks, but they have valuable commercial/mixed use potential too. |
| SURVEY: | Q19: Relatively strong support (53%) for a Neighborhood park in the neighborhood. Q17: 48% support for a general increase in Neighborhood parks, 64% support for an increase in Natural parks. |
| IMPLEMENTATION STRATEGIES: | The only option for increased recreation opportunities in this neighborhood appear to be to incorporate urban recreation amenities (plazas, sitting areas, a town square) in the future design of the Nye Lane/Hot Springs Road development/redevelopment area or at the mixed-use Activity Center located at US 395 and College Parkway. |



February 2016
www.epa.gov/smartgrowth

Greening America's Capitals

Greening East William Street
Carson City, Nevada
Office of Sustainable Communities
Smart Growth Program

Focus Site 4: Mills Park Mid-Block to Roop Street

Existing Condition

A poor pedestrian environment typifies Focus Site 4. Continuing west from Focus Site 3, fast vehicle traffic persists into Focus Site 4. This section of East William Street does not always have a sidewalk, and when there is a sidewalk it can be narrow and full of obstacles, such as utility poles. In places without sidewalks, the area behind the curb may have asphalt that serves as access ways or parking stalls for nearby private properties. These conditions make it difficult and unsafe for pedestrians to walk along the street, especially for people who are sight-impaired. Moreover, pedestrians crossing to and from Mills Park to the south and adjacent neighborhoods to the north have a hard time safely and legally crossing the stretch of East William Street because of the long distance between intersections. Many people park illegally and/or jaywalk across the wide roadway to avoid walking to or from a distant intersection.

Biking in this area is similarly uncomfortable. Bicyclists often use an unmarked shoulder next to a fast paced vehicular roadway, which provides an unsafe and unpleasant condition for experienced and inexperienced riders alike.



Figure 26 Existing view looking south across East William Street towards Mills Park.

Design Option

This design option continues the road diet implemented at the State Street intersection, reducing travel lanes from four to two, and narrowing all lane widths. The design option also removes shoulders and uses the full right of way for public street improvements. The design option introduces a landscape median, buffered bike lanes, multi-use trails, landscaped parkways, and additional parking adjacent to Mills Park. Travel lanes would be separated by a generous landscaped median that offers limited left turn pockets to access uses on the other side of the street.

A multi-use pathway could connect neighborhoods from the north to East William Street without causing pedestrians to walk through the parking lot of an intervening office building complex (which is the common path currently taken). This multi-use pathway would align with a direct crossing of East William Street for pedestrians to access Mills Park. The median would permit pedestrians to cross a shorter street width, made up of only one travel lane and a buffered bike lane, at one time. The ability to stop and stand in the median enables pedestrians to look in only one direction of traffic at a time, enhancing safety. The mid-block crossing would also provide an entrance into, and passage through, the expanded Mills Park parking lot.

The increase in parking along Mills Park, potentially doubling the existing number of parking spaces, could reduce the need for people to park illegally across the street and then jaywalk to access the park. As noted in Focus Site 3, the Mills Park entrance could be improved by a roundabout to calm traffic and highlight an important intersection.

Like other focus sites, bicyclists along this segment would be afforded two options for riding. Slower, family-friendly riders could use the wide multi-use pathway, while more experienced riders could use the on-street buffered bikeway. The mixed-use pathway and accompanying running trail, buffered on both sides by landscaping, street trees, public art, and pedestrian and street lighting would offer a comfortable and unique place for people to walk and bike along East William Street.

Stormwater runoff could be managed and treated via stormwater planters along the street, in rain gardens behind the multi-use pathway where more space is possible, and with permeable paving within the median, left turn lanes within the median, and parking stalls within the Mills Park parking lot.

Focus Site 4: Roop St. to Mills Park Mid-block *Mills Park Mid-Block Cross Section*

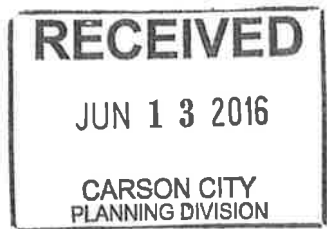
- 1 Potential rain garden to treat and infiltrate stormwater runoff.
- 2 Multi-use pathway and jogging trail create family-friendly walking and cycling opportunities for all ages and experiences.
- 3 Where continuous wide driveways exist, narrow and consolidate driveways.
- 4 Trees provide shade to pedestrians and cyclists, and frame the street to improve the street's appearance.
- 5 Storm water planters along the street can capture and treat storm water run-off.
- 6 Buffered bike lanes provide greater separation between cyclists and drivers, increasing rider comfort.

- 7 A median can create a boulevard appearance with more landscaping and public art opportunities. Permeable paving in left turn lane areas extend an attractive appearance, denote places for driver caution, and allow stormwater runoff management and treatment.
- 8 A road diet that reduces 5 lanes to 3 lanes with narrowed lane widths can calm traffic. The right-of-way of East William can be repurposed for other improvements such as parking, new or wider "family-friendly" pedestrian and bicycling facilities, protected on street bike lanes, landscaping and street lighting.
- 9 Adding another row of parking where right-of-way width permits increases needed parking for Mills Park events and activities. Use of permeable materials can help manage and treat stormwater runoff.

Focus Site 4: Roop St. to Mills Park Mid-block Mills Park Mid-Block Crossing Plan

- 1 Mid-block crossing between Roop and State Streets allows visitors and residents access to Mills Park Median allows refuge space for pedestrians to stop and wait to safely cross half a street at a time.
- 2 Public art can add interest and character to passing residents and visitors.
- 3 Stormwater tree planters, rain gardens, and permeable surface treatments such as pavers, decomposed granite and cobbles can capture and treat stormwater runoff.
- 4 Sidewalks and crosswalks can be placed along driveways and access ways to link destinations with East William and create comfortable and convenient pedestrian circulation that is separated from vehicles.
- 5 Multi-use pathway with adjacent running trail allows for safe and convenient walking and biking for all ages and experiences.
- 6 Pathway connecting to northern neighborhoods allows for comfortable and dedicated pedestrian access and connects to mid-block crossing.
- 7 Special paving color and surfacing highlights pedestrian crossings to drivers.
- 8 Continuous height pathway and special paving highlight pedestrian crossing areas to drivers.
- 9 Landscape can screen parking and other uses behind the multi-use pathway.
- 10 Ramps down the grade change can provide access to all users to connect pedestrians from East William to Mills Park.
- 11 Reducing vehicle lanes from 5 to 3 and narrowing travel lane widths allows for placement of buffered bike lanes and a raised median and helps to manage traffic speeds.
- 12 Trees provide shade to pedestrians and cyclists, and frame the street to improve the street's appearance.
- 13 Bike lanes with striping allow for a separation from vehicles and increases cyclist comfort.
- 14 Expanded parking at Mills Park can be provided by dual perpendicular parking bays for park visitors. This can increase pedestrian safety and comfort while providing parking closer to Mills Park.
- 15 Pedestrian walks and crosswalks can provide comfort and alert drivers to crossing pedestrians.

AREA TO BE ACQUIRED



June 13, 2016

TPUD-16-053:

1. All projects and improvements must be performed in accordance with Nevada State Revised Statute (NRS) 623 & 624 and Carson City Municipal Code (CCMC) 15.05.020.
2. All designs must comply with the presented ENGEO job number 7217.000.000 dated 4/29/2016.
3. All Repairs, Replacement, and Alterations must have proper building permits and comply with International Building and Residential Codes, Uniform Plumbing Code, Uniform Mechanical Code or International Mechanical Code, Fuel Gas Code, Electrical Code, International Energy Conservation Code, and Northern Nevada Amendments.
4. Building Permit fee valuation is based upon the International Code Council Building Journal Index most current February issue.
5. A developer can use a master/standard plan approach for the build out.
6. All Contractors are required to carry state and local license.

Shawn Keating CBO

"There's no use talking about the problem unless you talk about the solution"

Building Official

Carson City Community Development Department

Web page <http://www.carson.org/index.aspx?page=172>

skeating@carson.org

Office 775-887-2310 X 7052

Fax 775-887-2202

Cell 775-230-6623



May 20, 2016

TPUD 16-053

After initial plan review the Carson City Environmental Control Authority (ECA), a Division of Carson City Public Works Department (CCPW), has the following requirements per the Carson City Municipal Code (CCMC) and the Uniform Plumbing Code (UPC) for the TPUD 16-053 on State St. request:

1. ECA has no requirements for this request.

Please notify Mark Irwin if you have any questions regarding these comments, I can be reached at 775-283-7380.

Sincerely;

Mark Irwin
Environmental Control Officer 3

c: Kelly Hale, Environmental Control Supervisor

May 24, 2016

SUP-16-051

Health and Human Services

No concerns with the application as submitted.

SUP-16-052

Health and Human Services

No concerns with the application as submitted.

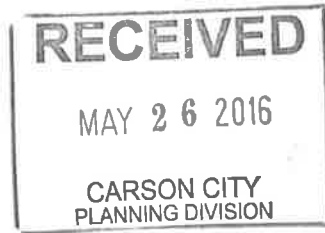
TPUD-16-053

Health and Human Services

No concerns with the application as submitted.

Dustin Boothe, MPH, REHS
Carson City Health and Human Services
900 E. Long St.
Carson City, NV 89706
(775) 887-2190 ext. 7220

dboothe@carson.org



May 26, 2016

TPUD-16-053:

1. Project must comply with the adopted 2012 IFC as amended.
2. No on street parking is allowed due to 20' street width. Red curb on all areas that aren't driveways or parking stalls.
3. Depending on final building design, fire sprinklers may be required.

Dave Ruben

Fire Marshal

Carson City Fire Department

777 S. Stewart Street

Carson City, NV 89701

Direct 775-283-7153

Main 775-887-2210

FAX 775-887-2209



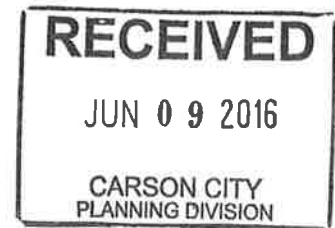
NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
David Emme, Administrator

June 7, 2016

LEE PLEMEL
PLANNING DIVISION
108 E. PROCTOR
CARSON CITY NV 89701



**Re: Tentative Map-Mills Landing; APN 002-441-23
105 Lots in Carson City, Nevada**

Dear Mr. PLEMEL:

The Nevada Division of Environmental Protection has reviewed the above referenced subdivision and recommends conditional approval of said subdivision with respect to water pollution and sewage disposal, provided that Carson City commits to provide sewage service to said subdivision.

This conditional approval is contingent upon Carson City issuing "Intent-to-Serve" or "Will-Serve" letters for sewerage to said subdivision, because it is the understanding of the NDEP that Intent-to-Serve letters are not issued until Carson City approves the Tentative Map.

In general, the scope of the NDEP review for said subdivision is limited to the verifying the local entity that will provide community sewage service. It is the responsibility of the owner and/or operator of the proposed facility to properly plan, design, build, and effectively operate and maintain the facility as required under law, regulations, permits, and good management practices. The NDEP is not responsible for increased costs resulting from defects in design, plans and specifications or other pertinent documents.

Please note that if the developer of this subdivision will disturb more than one acre, he/she is required to obtain coverage under NDEP's Construction Stormwater General Permit NVR100000. A Notice of Intent must be filed electronically and submitted with a \$200 fee prior to commencing any earth-disturbing activities at the site. Visit NDEP's Bureau of Water Pollution Control's website at: http://ndep.nv.gov/bwpc/storm_cont03.htm for more information about this permit.

Sincerely,

Pat Mohn, P.E.
Technical Services Branch
Bureau of Water Pollution Control

cc:

Engineer: MANHARD CONSULTING LTD 9850 Double R Blvd Suite 101 Reno, NV 89521
Developer Name: STATE STREET DEVELOPMENT 500 Mountain St Carson City, NV 89703

Control No. 10794

RECEIVED

MAY 19 2016

CARSON CITY
PLANNING DIVISION

Carson City Planning Division
 108 E. Proctor Street • Carson City NV 89701
 Phone: (775) 887-2180 • E-mail: planning@carson.org

FOR OFFICE USE ONLY:

FILE # TPUD - 16 - **T PUD - 16 - 053****TENTATIVE MAP FOR A PUD**

APPLICANT **PHONE #**
 State Street Development, LLC 775-750-7608

STATE FEES: See checklist. Submit the two state checks at the time of initial application submittal.

MAILING ADDRESS, CITY, STATE, ZIP
 500 Mountain Street, Carson City NV 89703

FEE: \$3,450.00 + noticing fee + CD containing application digital data (all to be submitted once the application is deemed complete by staff)

ENGINEER **PHONE #**
 Manhard Consulting 775-746-3500

SUBMITTAL PACKET

See checklist (fill out checklist and return to staff with the application packet)

MAILING ADDRESS, CITY, STATE, ZIP
 9850 Double R Blvd. Suite 101

Application Reviewed and Received By:

EMAIL ADDRESS
 cbaker@manhard.com

PROPERTY ADDRESS, CITY, STATE, ZIP
 State Street

PRESENT ZONING **APN(S)**
 General Commercial (GC) 002-441-23

REQUEST: In accordance with the provisions of Title 17 of the Carson City Municipal Code, application is hereby made for a Planned Unit Development on property situated at:

The required modifications to Carson City's Land Use Regulations are as follows:

ACKNOWLEDGMENT OF APPLICANT: (a) I certify that the foregoing statement are true and correct to the best of my knowledge and belief, (b) I agree to fulfill all conditions established by the Board of Supervisors.

[Signature]
 Applicant's Signature

5-19-16
 Date

PROPERTY OWNER'S AFFIDAVIT

I, Robert McEldon, being duly deposed, do hereby affirm that I am the record owner of the subject property, and that I have knowledge of, and I agree to, the filing of this application.

[Signature]
 Signature

500 Mountain St Carson City, NV 89703
 Address

5-19-16
 Date

Use additional page(s) if necessary for other names.

STATE OF NEVADA
 COUNTY Carson City

On May 19, 2016, personally appeared before me, a notary public, Dana Von Stetina, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he/she executed the foregoing document.

[Signature]
 Notary Public



DANA VON STETINA

Notary Public - State of Nevada

Appointment Recorded in Douglas County

No: 03-85793-5 - Expires January 27, 2020

NOTE: In order to avoid unnecessary time delays in processing your develop project, it is important that it be as complete as possible when submitted. A checklist is available to assist you and your engineer. If you have further questions regarding your application, please call the Planning Division at 775-887-2180.

PUD Submittal Checklist

- | Yes | No | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Conceptual Map conference held previous to submittal of the Tentative PUD application. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 2. 21 copies of Tentative Map (1 Original + 20 Copies) (folded 8½ x 11). |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 3. 10 copies of Informational Booklet. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 4. State fee payment (2 checks). |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Application form completed. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 6. 3 wet stamped maps for State offices and Engineering Division. |

Note: Digital data is required on a CD after the application is deemed complete by staff.

The tentative submittal packet must include all of the following information. Packets which do not contain this information or information requested at the conceptual may not be scheduled on the next available Planning Commission agenda. It is up to the applicant to ensure that all required information is submitted in order for staff and the Planning Commission to make a proper recommendation. In addition to the brief description of your project and proposed use, provide additional page(s) to show a more detailed summary of your project and proposal.

- | Yes | No | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. The location and size of the site, the lot layout and the lot lines of the proposed development, including a legal description of the land and the owners interest in the land proposed to be developed, by an affidavit of ownership. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. The density of land use to be allocated to parts of the site to be developed; a tabulation of the total land area and the percentage designed for the various uses. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. The location, size of any park land or open space, and the form of organization proposed to own and maintain any common open space, and amount of recreational improvements. <u>Provide three copies of proposed C.C.&R.'s.</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. The subdivision/PUD name, and name and address of the developer and engineer and date of map. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. The proposed circulation pattern including the design of all public and private streets, name and width of streets and the location of adjoining streets, sidewalks and bikeways. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. Provide a street grading plan. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. Adjacent subdivision, land uses, zoning, and ownership abutting the project. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. Number, size, square footage and use of proposed parcels. Blocks and parcels are to be numbered consecutively and the dimension of all parcels are to be shown. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. A proposed grading plan meeting department of public works standards and requirements showing all cuts and retaining walls to be designated. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. Provide a landscape plan for the development. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. Topographic map with contour intervals of two and one-half feet for slopes of less than 10% and five feet for slopes of greater than 10%. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. A note indicating location of all utility easements proposed and existing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. The layout of water, sewer, and storm drainage systems. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. A soils report including soil types, seasonal high water table, and percolation rates (if on septic). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. North arrow and scale, all sheets to be numbered. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. Location of existing buildings. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. Building setbacks to be noted on plat. If applying to Planning Commission for staggered setback approvals, separate set of 12 plans to be submitted. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. Areas not a part of the subdivision to be designated as "not a part". |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. Provide a conceptual drainage study meeting the standards and requirements of the Carson City Development Standards Division 14.8. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. An indication of the type of water system to be used, its water sources and engineering data on fire flows. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. Location of all natural drainage features shown. <u>Yes No</u> |

- ✓ 22. An erosion control plan including stream protection, road drainage, erosion prevention, prevention of untreated discharge to streams, if applicable.
23. Solid waste provision.
- ✓ 24. Height, size, location and use of all structures, fences and walls are to be shown.
- ✓ 25. An indication of method of sewage disposal to be used and area of disposal.
- ✓ 26. A map showing a 100 year flood plan, as determined by recognized methods, for those areas subject to flooding; show earthquake fault lines through the proposed development with building setbacks from fault line as recommended by a geotechnical study.
- ✓ 27. The development shall be described by 40 acre subdivision, section, township and range.
- ✓ 28. Indicate master plan designation for the project.
- ✓ 29. A master plan for potential development of the property under the ownership or control of the developer in the area of the proposed development.
- ✓ 30. Location, dimensions of all vehicle parking and/or boat/RV storage areas, if applicable.
- ✓ 31. In the case of plans which call for development over a period of years, a schedule showing proposed time within which applications for final approval of all sections of the development are intended to be filed.
- ✓ 32. Shall prove that no tax is delinquent by placing a certificate signed by the city treasurer to this effect (NRS.278.349(5)) on the plat.
- ✓ 33. Traffic study stating average daily trips generated from the project.
- ✓ 34. A written document indicating the benefits of the development to Carson City, any adverse impacts which may arise from the development and the mitigation programs, and how the proposed development will enhance or benefit the surrounding areas and stating how dust will be controlled. Address how your project complies with the attached NRS278.349(3); addressing each section item by item.
- ✓ 35. A written document addressing the Master Plan Policy Checklist for a Conceptual Map for a Planned Unit Development of the five items that appear in the Carson City Master Plan. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. Address each theme; a check indicates that the proposed development meets the applicable Master Plan Policy. In your own words provide written support of the policy statement. You may want to acquire a free CD or purchase a paper copy of the Master Plan from the Planning Division, or review the copy in the Planning Office or in the reference section of the Carson City Public Library on Roop Street, or use our website at www.carson.org.
36. Application complete _____ Date _____

The State Division of Environmental Protection will now require fees for the review of subdivision and planned unit development applications. This fee is in addition to the fees required by State Consumer Health and State Water Resources. They also require wet stamped original maps.

To assure the necessary reviews are completed, the Planning Division will require payment of the State fees at the time of the City application submittal. This can be handled by submitting two checks to this office: one payable to NDEP for \$500 per map plus \$4.00 per lot; the second check payable to STATE WATER RESOURCES in the amount of \$180 per map plus \$1.00 per lot. The checks will be routed to the State offices with their copy of the application packet. The alternative method is to pay the State offices directly and submit the receipts with your City application.

The State Division of Environmental Protection will also require a non-refundable fee of \$50 for each review of final subdivision and planned unit development maps.

NOTE: Fees are subject to change. It is applicant's responsibility to ensure their checks are submitted for current required fees.

OTHER REQUIREMENTS FOR PLANNED DEVELOPMENTS

YES NO

- | | |
|--|--|
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | Character materials, texture of the buildings and grounds (color perspective) and elevation perspectives of structures in relation to adjacent buildings shown and provided. |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | The landscaping plan provided. <i>BUILDING MATERIALS & COLORS WILL BE SUBMITTED PRIOR TO MAY 27th</i> |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | The required modifications in Carson City's land use regulations (otherwise applicable to the subject property) provided. |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | A master plan for the potential development of the property in the area of the proposed PUD which calls for development over a period of years shown. |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | A schedule showing the proposed time within which applications for final approval of the sections of the PUD are intended to be filed provided. |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | Other information as required by Carson City: |
1. Minimum site area – 5 acres (unless modified by the Board of Supervisors).
 2. Minimum number of units – 5 dwelling units.
 3. Minimum periphery setback – 20 feet. *MODIFICATION REQUESTED*
 4. Maximum height of structures – 45 feet.
 5. Parking standards – as required by Development Standards Division 2. *MODIFICATION REQUESTED*
 6. Open space requirement – 30% of gross area of site. Open space can be common or private areas. Private open space shall not constitute more than 25% of the total open space area. Open space shall not include streets (public or private), parking areas, storage, laundry or utility facilities, R.V. and boat storage areas, or areas covered by residential structures.

Master Plan Policy Checklist

Conceptual & Tentative Subdivisions, PUD's & Parcel Maps

PURPOSE

The purpose of a development checklist is to provide a list of questions that address whether a development proposal is in conformance with the goals and objectives of the 2006 Carson City Master Plan that are related to subdivisions of property. This checklist is designed for developers, staff, and decision-makers and is intended to be used as a guide only.

Development Name: MILLS LANDING PUD

Reviewed By: _____

Date of Review: _____

DEVELOPMENT CHECKLIST

The following five themes are those themes that appear in the Carson City Master Plan and which reflect the community's vision at a broad policy level. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. A check mark indicates that the proposed development meets the applicable Master Plan policy. The Policy Number is indicated at the end of each policy statement summary. Refer to the Comprehensive Master Plan for complete policy language.

CHAPTER 3: A BALANCED LAND USE PATTERN



The Carson City Master Plan seeks to establish a balance of land uses within the community by providing employment opportunities, a diverse choice of housing, recreational opportunities, and retail services.

Is or does the proposed development:

- ☒ Consistent with the Master Plan Land Use Map in location and density?
- ☐ Meet the provisions of the Growth Management Ordinance (1.1d, Municipal Code 18.12)?
- ☒ Encourage the use of sustainable building materials and construction techniques to promote water and energy conservation (1.1e, f)?
- ☒ Located in a priority infill development area (1.2a)?
- ☒ Provide pathway connections and easements consistent with the adopted Unified Pathways Master Plan and maintain access to adjacent public lands (1.4a)?
- ☒ Encourage cluster development techniques, particularly at the urban interface with surrounding public lands, as appropriate, and protect distinctive site features (1.4b, c, 3.2a)?

- ☐ At adjacent county boundaries, coordinated with adjacent existing or planned development with regards to compatibility, access and amenities (1.5a)?
- ☒ Located to be adequately served by city services including fire and sheriff services, and coordinated with the School District to ensure the adequate provision of schools (1.5d)?
- ☒ In identified Mixed-Use areas, promote mixed-use development patterns as appropriate for the surrounding context consistent with the land use descriptions of the applicable Mixed-Use designation, and meet the intent of the Mixed-Use Evaluation Criteria (2.1b, 2.2b, 2.3b, Land Use Districts, Appendix C)?
- ☒ Provide a variety of housing models and densities within the urbanized area appropriate to the development size, location and surrounding neighborhood context (2.2a, 9.1a)?
- ☒ Protect environmentally sensitive areas through proper setbacks, dedication, or other mechanisms (3.1b)?
- ☒ If at the urban interface, provide multiple access points, maintain defensible space (for fires) and are constructed of fire resistant materials (3.3b)?
- ☒ Sited outside the primary floodplain and away from geologic hazard areas or follow the required setbacks or other mitigation measures (3.3d, e)?
- ☒ Provide for levels of services (i.e. water, sewer, road improvements, sidewalks, etc.) consistent with the Land Use designation and adequate for the proposed development (Land Use table descriptions)?
- ☐ If located within an identified Specific Plan Area (SPA), meet the applicable policies of that SPA (Land Use Map, Chapter 8)?

CHAPTER 4: EQUITABLE DISTRIBUTION OF RECREATIONAL OPPORTUNITIES



The Carson City Master Plan seeks to continue providing a diverse range of park and recreational opportunities to include facilities and programming for all ages and varying interests to serve both existing and future neighborhoods.

Is or does the proposed development:

- ☐ Provide park facilities commensurate with the demand created and consistent with the City's adopted standards (4.1b, c)?
- ☐ Consistent with the Open Space Master Plan and Carson River Master Plan (4.3a)?

CHAPTER 5: ECONOMIC VITALITY



The Carson City Master Plan seeks to maintain its strong diversified economic base by promoting principles which focus on retaining and enhancing the strong employment base, include a broader range of retail services in targeted areas, and include the roles of technology, tourism, recreational amenities, and other economic strengths vital to a successful community.

Is or does the proposed development:

- ☒ Incorporating public facilities and amenities that will improve residents' quality of life (5.5e)?

- ☐ Promote revitalization of the Downtown core (5.6a)?
- ☒ Incorporate additional housing in and around Downtown, including lofts, condominiums, duplexes, live-work units (5.6c)?

CHAPTER 6: LIVABLE NEIGHBORHOODS AND ACTIVITY CENTERS



The Carson City Master Plan seeks to promote safe, attractive and diverse neighborhoods, compact mixed-use activity centers, and a vibrant, pedestrian-friendly Downtown.

Is or does the proposed development:

- ☒ Promote variety and visual interest through the incorporation of varied lot sizes, building styles and colors, garage orientation and other features (6.1b)?
- ☒ Provide variety and visual interest through the incorporation of well-articulated building facades, clearly identified entrances and pedestrian connections, landscaping and other features consistent with the Development Standards (6.1c)?
- ☒ Provide appropriate height, density and setback transitions and connectivity to surrounding development to ensure compatibility with surrounding development for infill projects or adjacent to existing rural neighborhoods (6.2a, 9.3b 9.4a)?
- ☒ If located in an identified Mixed-Use Activity Center area, contain the appropriate mix, size and density of land uses consistent with the Mixed-Use district policies (7.1a, b)?
- ☒ If located Downtown:
 - o Integrate an appropriate mix and density of uses (8.1a, e)?
 - o Include buildings at the appropriate scale for the applicable Downtown Character Area (8.1b)?
 - o Incorporate appropriate public spaces, plazas and other amenities (8.1d)?

CHAPTER 7: A CONNECTED CITY



The Carson City Master Plan seeks promote a sense of community by linking its many neighborhoods, employment areas, activity centers, parks, recreational amenities and schools with an extensive system of interconnected roadways, multi-use pathways, bicycle facilities, and sidewalks.

Is or does the proposed development:

- ☒ Promote transit-supportive development patterns (e.g. mixed-use, pedestrian-oriented, higher density) along major travel corridors to facilitate future transit (11.2b)?
- ☒ Maintain and enhance roadway connections and networks consistent with the Transportation Master Plan (11.2c)?
- ☒ Provide appropriate pathways through the development and to surrounding lands, including parks and public lands, consistent with the Unified Pathways Master Plan (12.1a, c)?

T PUD - 16 - 053



MILLS LANDING

A TENTATIVE MAP & PLANNED UNIT DEVELOPMENT

Prepared By:



3476 Executive Pointe Way, Suite 12
Carson City, Nevada 89706

Prepared for:

STATE STREET DEVELOPMENT, LLC
500 MOUNTAIN STREET
CARSON CITY, NV 89703

MAY 2016

TABLE OF CONTENTS

| | |
|---|----|
| Project Location | 2 |
| Existing Site Conditions | 2 |
| Surrounding Properties | 4 |
| Application Request | 4 |
| Architecture | 4 |
| Development Standards | 8 |
| Parking | 12 |
| Fencing | 13 |
| Signage & Exterior Lighting | 13 |
| Hydrology | 13 |
| Water Supply | 13 |
| Sewer Impact | 13 |
| Traffic | 14 |
| PUD Statement of Objectives CCMC 17.09.005, 17.09.090 & 17.09.095 | 14 |
| Planned Unit Development Findings CCMC 17.09.050 | 15 |
| Master Plan Policy Checklist | 16 |
| Residential Development Standards In Non-Residential Districts CCMC 18.1.18 | 18 |
| Compliance With NRS 278.349 (3) | 20 |

LIST OF FIGURES

| | |
|--|----|
| Figure 1: Project Location | 2 |
| Figure 2: Existing Zoning Designation (http://ccapps.org/publicgis/) | 3 |
| Figure 3: Existing Master Plan Designation (http://ccapps.org/publicgis/) | 3 |
| Figure 4: Architecture | 5 |
| Figure 5: Proposed Setbacks | 8 |
| Figure 6: Proposed Road Sections | 9 |
| Figure 7: Preliminary Landscape Plan | 10 |
| Figure 8: Typical Lot Landscaping | 11 |

LIST OF TABLES

| | |
|--|----|
| Table 1: Surrounding Property Designations | 4 |
| Table 2: Open Space Calculations | 12 |
| Table 3: Parking Calculations | 12 |

APPENDICES

| | |
|------------------|--------------------------------------|
| Appendix A | Application & Supporting Information |
| Appendix B | Conceptual Water System Analysis |
| Appendix C | Preliminary Sanitary Sewer Report |
| Appendix D | Conceptual Drainage Analysis |
| Appendix E | Preliminary Traffic Study |
| Appendix F | Preliminary Geotechnical Report |
| Appendix G | Draft CC&Rs |

PROJECT LOCATION

The proposed project site is located north of East William Street (Business 50) and west of State Street, APN: 002-441-23.

Figure 1: Project Location (<http://ccapps.org/publicgis/>)



EXISTING SITE CONDITIONS

The proposed project site has a current master plan designation of Mixed- Use Residential and a current zoning designation of General Commercial (GC). The vacant site was previously approved to allow for 94 single family residential zero lot line units and associated commercial space.

Figure 2: Existing Zoning Designation (<http://ccapps.org/publicgis/>)



Figure 3: Existing Master Plan Designation (<http://ccapps.org/publicgis/>)



SURROUNDING PROPERTIES

Table 1: Surrounding Property Designations

| Location | Master Plan Designation | Zoning Designation | Current Land Use |
|----------|--------------------------------------|-------------------------------|-------------------------|
| North | Open Space/ High Density Residential | Multi- Family Apartment (MFA) | Open Space/ Residential |
| South | Mixed- Use Residential | General Commercial (GC) | Vacant/ Commercial |
| East | Mixed- Use Residential | Retail Commercial (RC) | Vacant/ Commercial |
| West | Open Space/ High Density Residential | Multi- Family Apartment (MFA) | Open Space/ Residential |

APPLICATION REQUEST

The enclosed Application is requesting a Tentative Map for a Planned Unit Development to create 105 single family attached residential lots on a 7.80 site. CCMC 17.09.090 (2) allows for a modification to this provision if a practical and beneficial result will be obtained.

The following modifications to the ordinance as allowed in accordance with CCMC 17.09.090 (2) Design Standards are being requested;

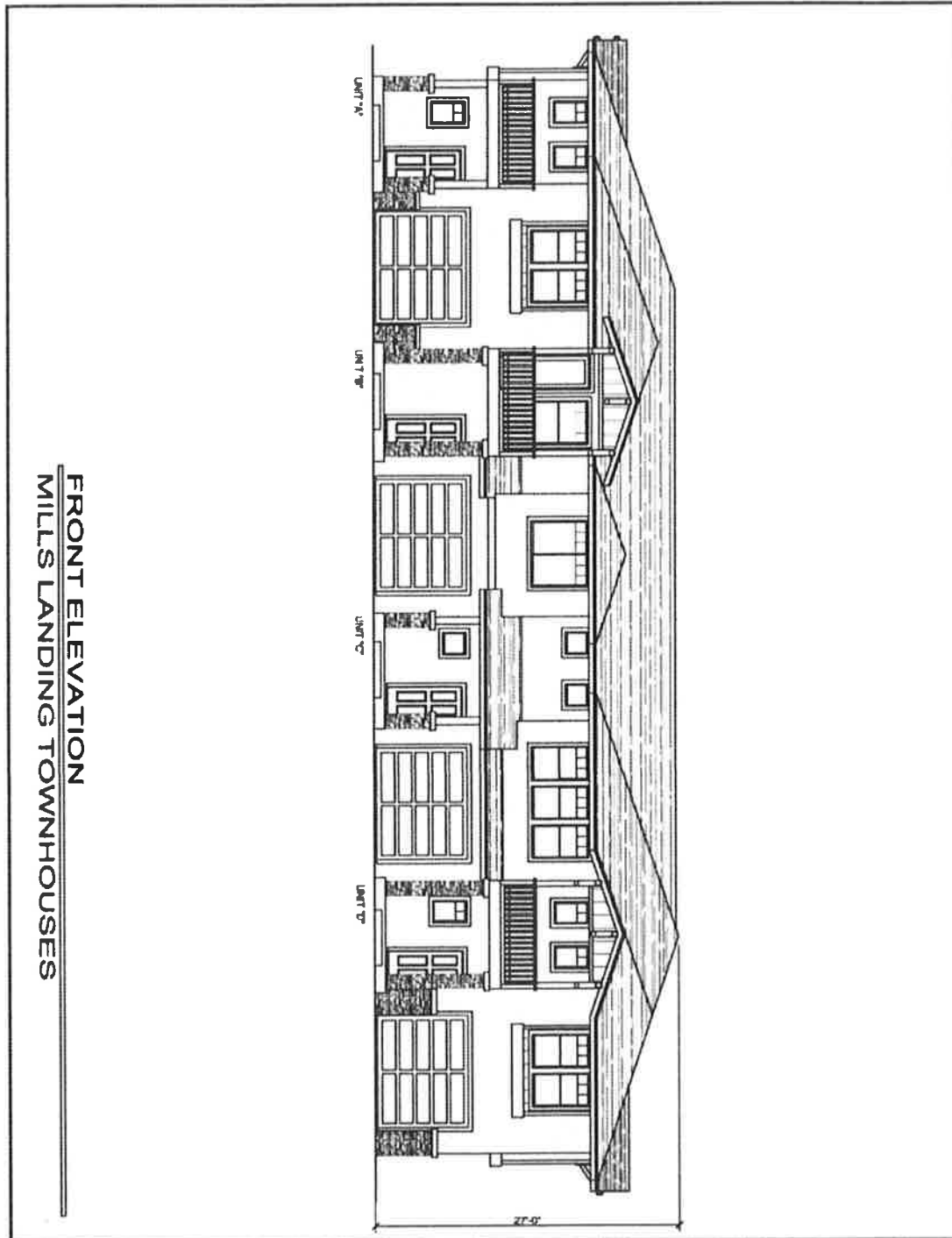
- (1) A residential use within the GC zoning district
- (2) A reduction of the required lot size within the GC zoning district
- (3) A modification/ reduction to the required parking calculation
- (4) A reduction of the required periphery boundary

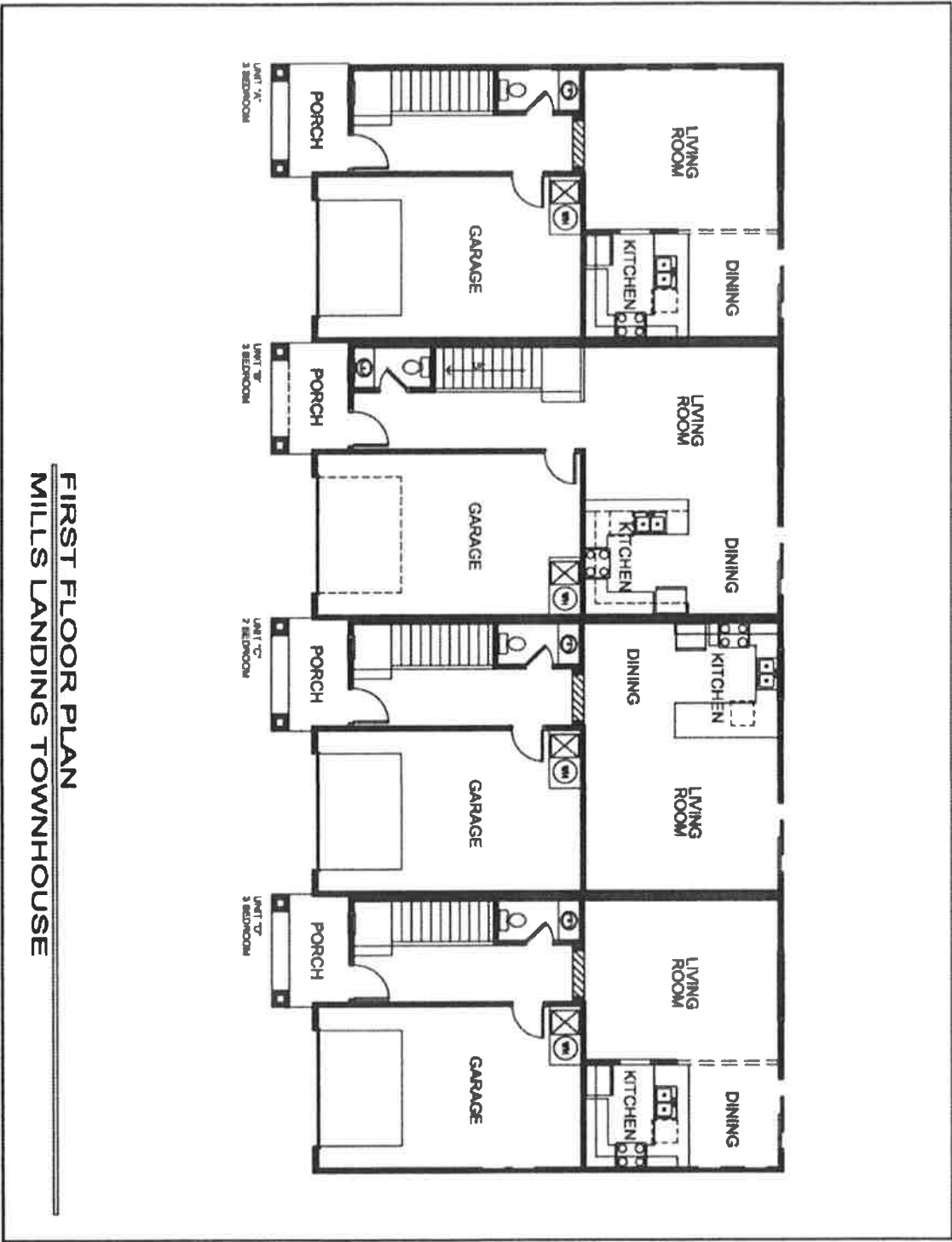
ARCHITECTURE

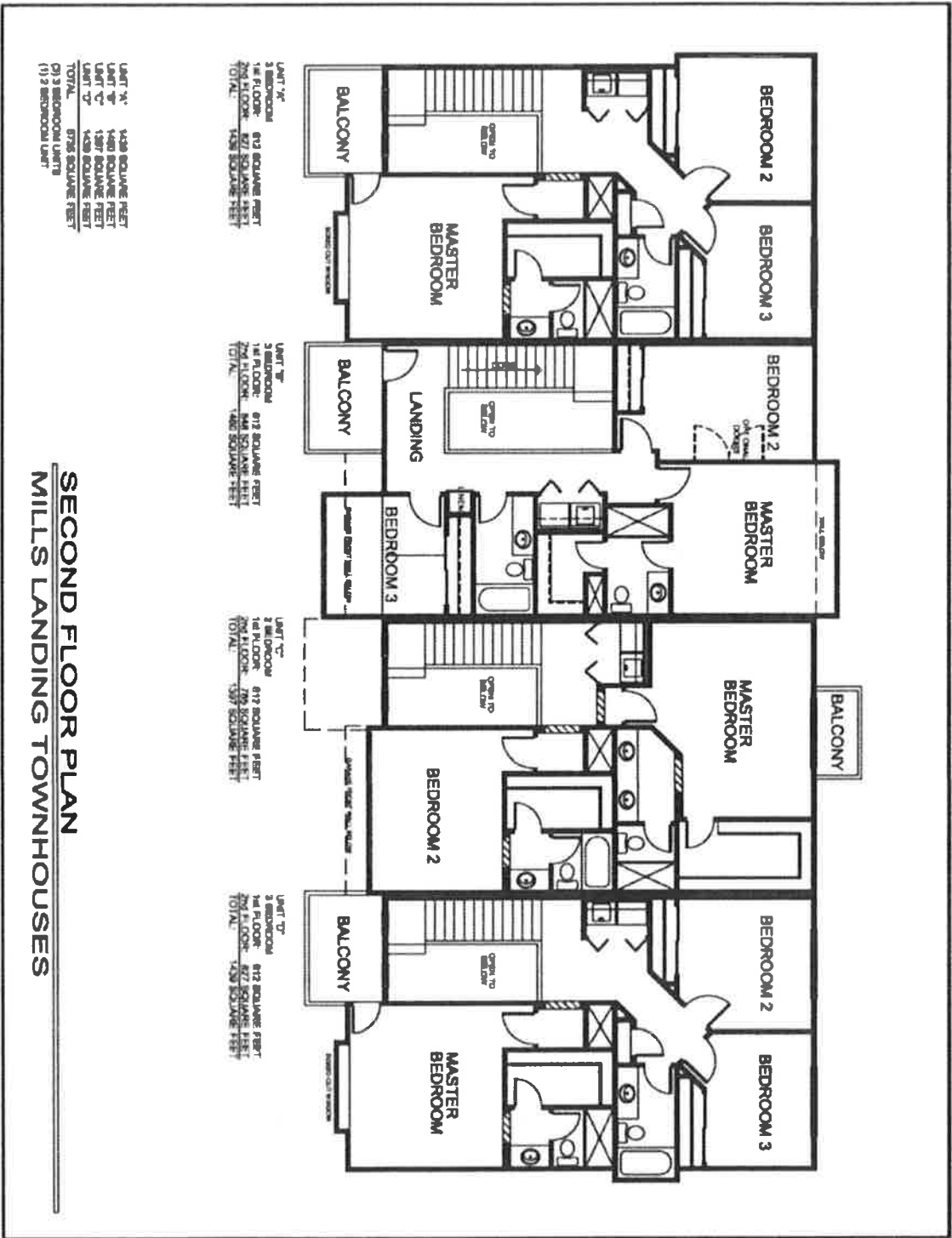
The Mills Landing Planned Unit Development is proposed to be a 105 unit single family residential subdivision on a 7.80 acre site with a residential density of approximately 13.5 dwelling units per acre.

The proposed architecture includes single family attached residential units in building clusters of two to six units. The units will be two and three bedrooms, ranging in size from 1,397 square feet to 1,460 square feet. Each unit will include an individual garage, private porch and balcony. The units will be two stories with a building height of twenty seven (27) feet.

Figure 4: Proposed Architecture

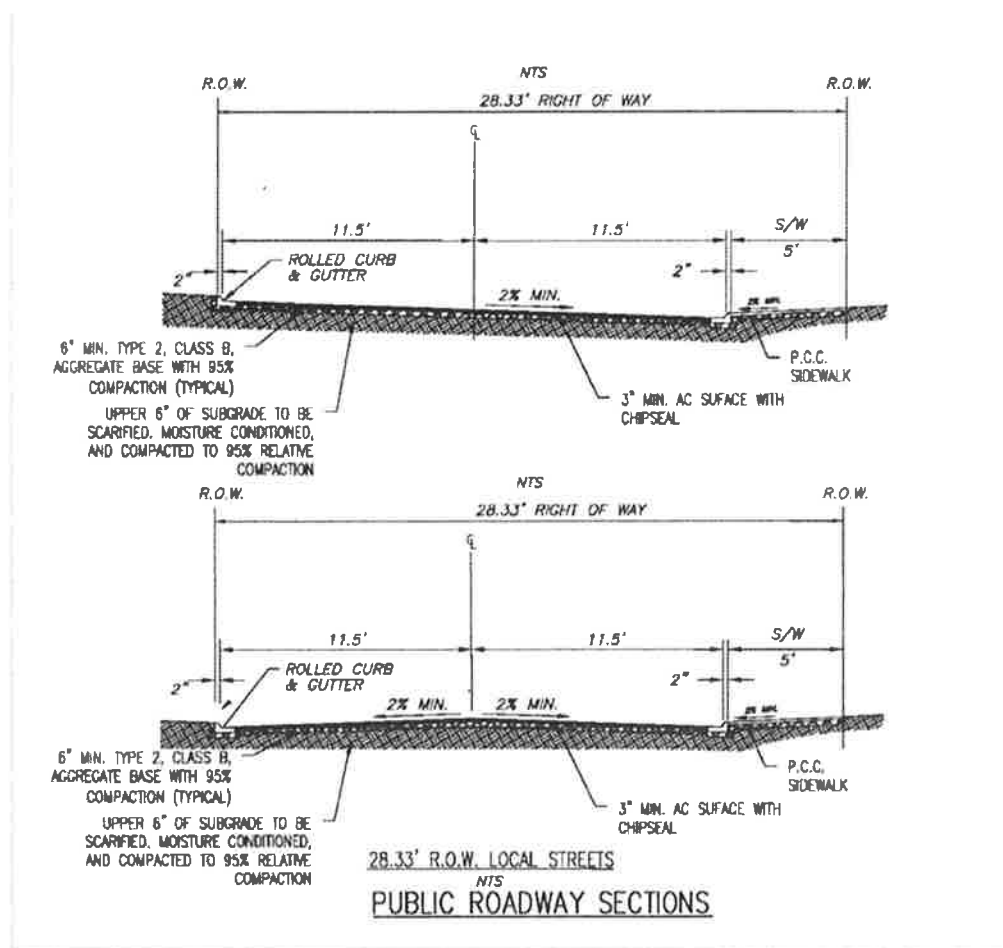






The proposed setbacks detailed in Figure 5: Proposed Setbacks include a modification to the required 20 foot setback from the periphery boundary in accordance with 17.09.090 (2). This request is limited to the north and western portions of the site where the majority of the lots are proposed to be adjacent to existing dedicated open space, specifically lots 25-34 and 37- 68. The proposal also includes lush landscape screening along the northern most boundary, adjacent to lots 57-68, to help offset any impacts associated with the development. In order to create lots 25-33, located in the southwest portion of the property, a boundary line adjustment is necessary. As part of this process, the developer will ensure that adequate setbacks and or screening are in place.

Figure 6: Proposed Road Sections



The proposed roadway sections are typical of those previously approved and found throughout Carson City. It was determined during the conceptual PUD review process that the proposed sections were adequate for use as a public roadway including meeting Carson City Fire Standards.

10



Figure 8: Typical Lot Landscaping

TYPICAL LOT LANDSCAPE PLAN



TYPICAL BACKYARD YARD LANDSCAPE

- 8 x 10 PATIO
- (1) SMALL SPECIMEN TREE AND (6) SHRUBS OR INSTALL MINIMUM (6) SHRUBS IF NO TREE IS TO BE INSTALLED
- INSTALL (2) DIFFERENT TYPES OF ROCK GROUND COVER MULCHES WITH LANDSCAPE FABRIC BENEATH

TYPICAL FRONT YARD LANDSCAPE

- (1) TREE
- (9) SHRUBS
- INSTALL (2) DIFFERENT TYPES OF ROCK GROUND COVER MULCHES WITH LANDSCAPE FABRIC BENEATH

The proposed landscaping has been designed to improve the aesthetic appearance of the community. It is intended to enhance the visual appearance of streets, complement the visual effects of buildings, aid in the enhancement of property values and provide buffers between adjacent land uses. All common area and individual private yard landscaping will be installed by the developer. Once installed, all common area and individual private front yard landscaping will be maintained by the Mills Landing Homeowner's Association. Although installed by the developer, private backyard landscape maintenance will be the responsibility of the individual homeowners.

Table 2: Open Space Calculations

| | Required Open Space per CCMC | Provided Open Space per CCMC | Total Open Space Provided |
|---|---|---|--------------------------------------|
| Common Open Space (excluding parking areas) | .36 | 1.52 ac | 1.52 ac |
| Recreational Open Space | .24 | .26 ac | .29 ac |
| *Private Open Space | n/a | .58 ac | 1.21 ac |
| **Total Open Space | 2.34 ac | 2.36 ac | 2.99 ac |
| * CCMC states, Private open space may not be applied towards more than 25% of the total open space requirement and front yards may only count as open space if no dimension is less than 20 feet. | | | |
| **This total does not include individual unit balconies | | | |

PARKING

Table 3: Parking Calculations

| CCMC Parking Requirement | # of Residential Units | Required Parking per CCMC | *Provided Parking per CCMC | **Actual Parking Provided |
|---|-----------------------------------|--------------------------------------|---------------------------------------|--------------------------------------|
| 2 per unit plus 1 guest stall for every 2 units | 105 | 263 | 165 | 270 |
| * CCMC states, "If a garage is counted as required parking, the driveway access to the garage shall not then be counted as required parking. If an accredited source provides an acceptable alternative to a parking standards in this division, the director may consider an alternative." | | | | |
| ** The actual parking count includes all garage (105 stalls), 20' min. driveways (105 stalls), and common parking areas (60 stalls) with justification provided below. | | | | |

Due to the project's location and product type, the applicant is requesting a modification/ reduction to the required number of parking stalls per CCMC. As demonstrated in Table 3: Parking Calculations, if tandem or driveway stalls are allowed to be counted, the project exceeds the number of parking stalls

required. But because CCMC allows only garages or driveways to be included as part of the “provided parking” not garages and driveways, the modification is required.

The project’s location is unique in that it’s an infill site surrounded by commercial and other consumer based land uses. The location is complimented with a product type that is geared toward “millennials” and other first time home buyers and existing home owners looking to downsize. These targeted buyers typically own less vehicles and market studies show that specifically these two demographics are most attracted to “walkable communities” or those being located in close proximity to services. If you utilize the actual parking count and combine that with the target buyer for this community and the proximity of the development to commercial land uses and the availability of on street parking adjacent to the site, we believe an alternative parking requirement is warranted for this unique development.

As a side note, Carson City has recently approved projects with similar parking modification requests, including the original entitlement for this property, the Millennium project and more recently Jackson Village.

FENCING

The proposed units will include developer installed six (6) foot privacy fence in the rear yards in accordance with Carson City Municipal Code.

SIGNAGE & EXTERIOR LIGHTING

The proposed residential units will utilize typical residential house numbers. No additional signage and or exterior lighting is proposed as a part of this project at this time. Although currently not planned, the applicant reserves the right to add two (2) monument signs consistent with the project’s design and scale.

HYDROLOGY

Please refer to the Conceptual Drainage Analysis included as part of the Appendix.

WATER SUPPLY

Please refer to the Conceptual Water Analysis included as part of the Appendix.

SEWER IMPACT

Please refer to the Preliminary Sanitary Sewer Analysis included as part of the Appendix.

TRAFFIC

The attached traffic study includes detailed data relating to trip generation, distribution, assignment, traffic volumes and intersection capacity. The conclusions of the study indicate the proposed project will generate 682 daily trips, 55 total AM peak hour trips (9 inbound and 46 outbound), and 64 total PM peak hour trips (43 inbound and 21 outbound). The existing intersections and roadways are expected to accommodate the proposed project without any significant issue. No mitigations are needed as the study intersection operates at acceptable LOS conditions with the addition of the project traffic.

PUD STATEMENT OF OBJECTIVES CCMC 17.09.005, 17.09.090 & 17.09.095

Because the Planned Unit Development ordinance is being utilized as the vehicle to allow for the creation of this infill residential project, rather a mixed use development, the following modifications to the ordinance, as allowed by CCMC 17.09.090 (2) Design Standards, are being requested. Each specific modification is listed below with its justification in accordance with CCMC 17.09.005 demonstrating a practicable and beneficial result will be obtained through the modification.

Residential land use within the GC zoning district;

The surrounding land uses are residential, commercial and service based in nature which combine nicely with the proposed residential use to create a general mixed use area promoting a walkable community. The project density is 13.5 du/ac with nearly 40% of the site being utilized as either public or private open space. A residential land use of this nature is typically allowed in a GC zoning district with the approval of a special use permit and the requested residential land use is consistent with previous approvals for the site.

Reduction of the required lot size within the GC zoning district;

The typical required lot size in a GC zone is 6,000 square feet, a reduction is being requested to allow for 105 individual residential lots with a minimum lot size of 1,692 square feet. The proposed use is consistent with previously approved single family residential entitlements for the site and is only request to allow "for sale" units on the site

Modification to the required parking calculation;

The project's location is unique in that it's an infill site surrounded by commercial and other consumer based land uses. The location is complimented with a product type that is geared toward "millennials" and other first time home buyers and existing home owners looking to downsize. These targeted buyers typically own less vehicles and market studies show that specifically these two demographics are most attracted to "walkable communities" or those being located in close proximity to services. If you utilize the actual parking count and combine that with the target buyer for this community, the proximity of the development to commercial land uses, which also provide an abundance of after hour guest parking, and

the adjacent on street parking on State Street, we believe an alternative parking requirement is warranted for this unique development.

Other municipalities in the area, specifically the Cities of Reno and Sparks, have both made recent revisions to their development codes to reduce the required number of parking stalls for projects of this nature. For example a small lot development in an urban setting would require anywhere from 105 stalls (Sparks) to 158 stalls (Reno) in these other municipalities. Although Carson City has not undergone a recent code update, they have recently approved projects with similar parking modification requests, including the previous approval for this site, the adjacent Millennium project and more recently Jackson Village.

Reduction of the required periphery boundary;

This request is limited to the north and western portions of the site where the majority of the lots are proposed to be adjacent to existing dedicated open space, specifically lots 25-34 and 37- 68. The proposal also includes lush landscape screening along the northern most boundary, adjacent to lots 57-68, to help offset any impacts associated with the development. In order to create lots 25-33, located in the southwest portion of the property, a boundary line adjustment is necessary. As part of this process, the developer will ensure that adequate setbacks and or screening are in place.

PLANNED UNIT DEVELOPMENT FINDINGS CCMC 17.09.050

In what respects the plan is or is not consistent with the statement of objectives of the planned unit development ordinance;

In accordance with CCMC 17.09.005 Statement of Objectives for Planned Unit Developments, the PUD ordinance is being utilized to allow for a subdivision designed to further, "the public health, safety and general welfare of the residents of Carson City, in an era of increased urbanization and growing demand for housing of all types".

The extent to which the plan departs from zoning and planned unit development regulations otherwise applicable to the property, including but not limited to density, size and use, and the reasons such departures are or are not deemed to be in the public interest;

Because the Planned Unit Development ordinance is being utilized as the vehicle to allow for the creation of this infill residential project, rather than the large scale mixed use developments it was originally intended to entitle, the following modifications to the ordinance as allowed in accordance with CCMC 17.09.090 (2) Design Standards are being requested, all of which when evaluated deem to be in the public's best interest.

- *A residential use within the GC zoning district*
- *A reduction of the required lot size within the GC zoning district*
- *A modification to the required parking calculation*
- *A reduction of the required periphery boundary*

The purpose, location and amount of the open space in the planned unit development, the reliability of the proposals for maintenance and conservation of the open space and the adequacy or inadequacy of the amount and purpose of the open space as related to the proposed density and type of residential development;

The open space provided is designed in accordance with the planned unit development standards and provides more than adequate recreational, common and private open space areas for a development of nature. Not included in the open space calculation is the connectivity to the adjacent open space area to the west via trail extensions and improvements to the existing trail network. The open space features will be installed by the developer and maintained by the Mills Landing Homeowner's association.

A physical design of the plan and in the manner in which such design does or does not make adequate provision for public services, provide adequate control over vehicular traffic, parking requirements, and further the amenities of light and air, recreation and visual enjoyment;

The proposed development is designed in a manner which provides for adequate public services, control over vehicular traffic and furthers the amenities of light and air. Although the parking requirements are requested to be modified from those traditionally required with a PUD. When evaluated in the context of the project as a whole and utilizing the "actual" amounts verses the "provided" amounts, we feel the modification/ reduction is warranted.

The relationship, beneficial or adverse, of the proposed planned unit development to the neighborhood in which it is proposed to be established;

The proposed Mills Landing subdivision will be an infill development which is an efficient use of land designed to complement the adjacent residential, commercial and service based land uses, the land use also promotes a walkable community and minimizes sprawl.

In the case of a plan which proposes a development over a period of years, the sufficiency of the terms and conditions intended to protect the interest of the public and the residents of the planned unit development in the integrity of the plan.

The proposed Mills Landing subdivision will be developed in accordance with NRS 278.360 with two (2) final maps anticipated to record the proposed PUD's 105 lots, therefore the interest of the public and the future residents of the PUD will be secure.

MASTER PLAN POLICY CHECKLIST

The Mills Landing Tentative Map and Planned Unit Development meets the following applicable Carson City Master Plan Policies;

Chapter 3: A Balanced Land Use Pattern;

Located on a priority infill development area. (1.2a)

Mills Landing is located in close proximity to the one of the City's major gateway corridors and has development on the surrounding properties and therefore can be considered a Moderate Priority Infill Area.

Located to be adequately served by city services including fire and sheriff services, and coordinated with the School District to ensure the adequate provision of schools (1.5d)

Mills Landing is to be located on an infill site with adequate city services including fire, police and schools.

Provide a variety of housing models and densities within the urbanized area appropriate to the development size, location and surrounding neighborhood context (2.2a, 9.1a)

Mills Landing will provide two (2) unique housing models at a density of 13 du/ac. The product type is designed to complement both the surrounding commercial and residential existing land uses.

Sited outside the primary floodplain and away from geologic hazard areas or follow the required setbacks or other mitigation measures (3.3b)

Mills Landing is to be located in an area outside the primary floodplain and although there is a geologic hazard located adjacent to the development, as outlined in the attached geotechnical report, the proposed units are situated outside of the required setback from this hazard.

Promote a variety and visual interest through the incorporation of well-articulated building facades, clearly identified entrances and pedestrian connections, landscaping and other features consistent with the Development Standards (6.1c)

Mills Landing will create a strong visual interest utilizing modern ranch style architecture. Typical characteristics include a mix of stucco and vertical sidings, stone accents, simply trimmed windows and small porches and balconies. Landscaping will be installed in accordance with the development standards, with the front yards being maintained by the HOA to ensure a consistent look and feel.

Chapter 7: A Connected City;

Promote transit- supportive development patterns (e.g. mixed-use, pedestrian- oriented, higher density) along major travel corridors to facilitate future transit (11.2b)

Mills Landing is designed as a transit- supportive development in both location criteria and density.

RESIDENTIAL DEVELOPMENT STANDARDS IN NON-RESIDENTIAL DISTRICTS CCMC 18.1.18

The following standards are intended to establish minimum standards and Special Use Permit review criteria for residential development within the Neighborhood Business (NB), Retail Commercial (RC), General Commercial (GC), Residential Office (RO) and General Office (GO) zoning districts.

1. **Permitted uses.** Residential uses are only allowed as permitted by Chapter 18.04, Use Districts, as a primary or conditional use in the applicable zoning districts.

Residential land uses, as proposed, are allowed as a conditional use within the General Commercial (GC) zoning district

2. **Maximum permitted density.** There is no maximum residential density within non-residential zoning districts subject to meeting the height, setback, parking and open space requirements of this chapter.

The proposed density of 13.5 du per acre is consistent with the surrounding land uses and the buildings generally conform to the development standards with simple modifications requested relating to the reduction of the periphery setback, where adjacent to open space, and the allowance of credit for tandem parking.

3. **Maximum building height** shall be the maximum height established by the zoning district in which the project is located.

The proposed residential structures are twenty seven (27) feet in height well below the allowed forty five (45) feet max in a GC zoning district.

4. **Setbacks.** Minimum setbacks shall be those established by the zoning district in which the project is located, subject to the following:
 - a. In the NB, RC, GC and GO zoning districts, a minimum setback of twenty (20) feet is required adjacent to a residential zoning district, with an additional ten (10) feet for each story above one (1) story if adjacent to a single-family zoning district.
 - b. A minimum setback of ten (10) feet is required from the right-of-way of an arterial street as identified in the adopted Transportation Master Plan, excluding the Downtown Mixed-Use area.

This application includes a request to reduce the periphery setback from 20 feet to 10 feet. This request is limited to the north and western portions of the site where the majority of the lots are proposed to be adjacent to existing dedicated open space, specifically lots 25-34 and 37- 68. The proposal also includes lush landscape screening along the northern most boundary, adjacent to lots 57-68, to help offset any impacts associated with the development. In order to create lots 25-33, located in the southwest portion of the property, a boundary line adjustment is necessary. As part of this process, the developer will ensure that adequate setbacks and or screening are in place.

4. Required parking: Two (2) spaces per dwelling unit; and in compliance with the Development Standards Division 2, Parking and Loading.

Due to the project's location and product type, the applicant is requesting a modification or reduction to the required number of parking stalls per CCMC. As demonstrated in Table 3: Parking Calculations, if tandem or driveway stalls are allowed to be counted, the project exceeds the number of parking stalls required. But because CCMC allows only garages or driveways to be included as part of the "provided parking" not garages and driveways, the modification is required.

The project's location is unique in that it's an infill site surrounded by commercial and other consumer based land uses. The location is complimented with a product type that is geared toward "millennials" and other first time home buyers and existing home owners looking to downsize. These targeted buyers typically own less vehicles and market studies show that specifically these two demographics are most attracted to "walkable communities" or those being located in close proximity to services. If you utilize the actual parking count and combine that with the target buyer for this community and the proximity of the development to commercial land uses and the availability of on street parking adjacent to the site, we believe an alternative parking requirement is warranted for this unique development.

As a side note, Carson City has recently approved projects with similar parking modification requests, including the original entitlement for this property, the Millennium project and more recently Jackson Village

6. Open Space.

- a. **A minimum of one hundred fifty (150) square feet per dwelling unit of common open space must be provided. For projects of ten (10) or more units, areas of common open space may only include contiguous landscaped areas with no dimension less than fifteen (15) feet, and a minimum of one hundred (100) square feet per unit of the common open space area must be designed for recreation, which may include but not be limited to picnic areas, sports courts, a softscape surface covered with turf, sand or similar materials acceptable for use by young children, including play equipment and trees, with no dimension less than twenty-five (25) feet.**
- b. **A minimum of one hundred (100) square feet of additional open space must be provided for each unit either as private open space or common open space.**
- c. **Front and street side yard setback areas may not be included toward meeting the open space requirements.**

Please reference Table 2 Open Space Calculations for demonstration of compliance.

7. Landscaping. Landscaping shall comply with the Carson City Development Standards Division 3, Landscaping.

The proposed landscaping is designed in accordance with CCMC.

8. **Special Use Permit review standards.** Where a residential use is a conditional use within a given zoning district, the Planning Commission shall make two (2) of the following findings in the affirmative in the review of the Special Use Permit in addition to the required findings of Section 18.02.080 of the Carson City Municipal Code.

- a. The development is not situated on a primary commercial arterial street frontage.
- b. The development is integrated into a mixed-use development that includes commercial development
- c. The applicant has provided evidence that the site is not a viable location for commercial uses.
- d. The site is designated Mixed-Use Commercial, Mixed-Use Residential or Mixed-Use Employment on the Master Plan Land Use Map and the project meets all applicable mixed-use criteria and standards

In addition to CCMC 18.02.080, the proposed project complies with the above findings A, D and was originally approved as a mixed use development with adjacent properties to south which have been or are currently being developed.

COMPLIANCE WITH NRS 278.349 (3)

Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

The environmental health laws and regulations are being addressed through the extension of water and sewer facilities to the Carson City utilities system where appropriate.

The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

The proposed development will be connected to the Carson City water system, the water provided will meet applicable health standards and it has been determined that sufficient quantity is available to accommodate the needs of the development.

The availability and accessibility of utilities;

The applicant has contacted the required utility companies and it has been determined that adequate services are available.

The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;

The proposed Mills Landing subdivision's density is consistent with previous approvals for the site, therefore public services needs are comparable.

Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;

The proposed Mills Landing project site is zoned GC which allows for the development of this nature. All modifications to the ordinance are done so in accordance with CCMC 17.09.090(2).

General conformity with the governing body's master plan of streets and highways;

The proposed development conforms to Carson City's master plan relating to streets and highways where appropriate.

The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

The proposed development is an infill project consisting of 105 residential units which will generate a 55 total Am Peak Hour trips and 46 PM Peak Hour Trips which can be accommodated by the existing street network.

Physical characteristics of the land such as floodplain, slope and soil;

The proposed site has been previous disturbed and contains minimal slopes. The project site resides in FEMA zone X.

The recommendations and comments of those entities and persons reviewing the tentative map pursuant to NRS 278.330 to 278.3485, inclusive;

Any recommendations and comments from the reviewing entities will be incorporated to the proposed development where appropriate.

The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands;

It was determined at the required conceptual map phase that availability of fire protection to the site is adequate.

Appendix A



Carson City Planning Division
108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180 – Hearing Impaired: 711
planning@carson.org
www.carson.org/planning

Date: ~~May 2, 2016~~ May 4, 2016 (REVISED)

State Street Development
500 Mountain Street
Carson City, NV 89703

SITE INFORMATION:

| | |
|--------------------------|---|
| Location: | State Street |
| APN: | 002-441-23 |
| Master Plan Designation: | Mixed Use Residential (MUR) |
| Zoning: | General Commercial |
| Parcel size: | 7.71 acres |
| Subject: | CPUD-16-025 Mills Landing Townhouses |

PROJECT DESCRIPTION: A Planned Unit Development involving the division of the subject parcel (7.71 acres) into 107 single family residential attached units with a reduction in the perimeter setbacks, and the ability to provide tandem parking.

The following is a summary of the comments you received from Planning Division at the Conceptual Review meeting held on April 12, 2016 regarding Mills Landing.

1. The application for a Planned Unit Development (PUD) should address all of the PUD standards identified in Chapter 17.09 of the Carson City Municipal Code.
2. The application for the PUD should demonstrate compliance with the requirements of Division 1.18 of the Development Standards: Residential Development Standards in Non-Residential Districts.
3. A geotechnical report will be required to determine the separation between the fault and the building envelope.
4. To the extent a reduction is not requested as part of the PUD, a 20 foot setback from residential zoning districts is required, plus 10 feet for each story above one story if adjacent to a single family zoning district.
5. Provide a justification for tandem parking.
6. Provide a conceptual landscape plan w/tree species, land forms, treatment of detention/retention basins, and site amenities for all common open space areas.
7. Clearly delineate compliance with both the quantitative and qualitative open space requirements.

PARKS AND RECREATION- Contact Vern Krahn, Park Planner, 887-2262 ext 1006

1. Parks and Recreation Department staff would like a pedestrian connection from Molly Drive to East William Street. This connection was identified in the Greening East William Street corridor study (Refer to attached report) and would facilitate a future pedestrian connection from the neighborhood to the north, Mills Park, and this proposed development.
2. In the Parks and Recreation Master Plan, this development is adjacent to Neighborhood 16. The Master Plan's observations for this neighborhood is as follows, "This core area neighborhood has predominance of single family house types. It is well-served by a variety of small, mostly natural parks as well as Mark Twain Elementary." In the neighborhood's "survey" section, of Neighborhood 16, the survey indicates "Moderate support (44%) for another Neighborhood park and 44% support for a general increase in Neighborhood parks, 65% support for general increase in Natural Parks.
3. This development will be subject to the collection of Residential Construction Tax.
4. The Parks and Recreation Department will NOT be responsible for maintaining any of the development's common landscape/open space areas.

ENGINEERING AND UTILITIES - Contact Rory Hogen, Assistant Project Manager

1. A sealed conceptual drainage study must be submitted with the tentative map addressing 5 year and 100 year on-site and off-site flows as well as detention facilities and capacities. A Technical Drainage study will be required with the construction drawing submittal.
2. Access to new drainage and detention facilities must be provided for maintenance.
3. A sealed traffic study must be submitted with the tentative map application.
4. Sealed water, fire and sewer capacity studies must be submitted as part of the tentative. Include in these studies how the new project will affect the capacity of existing utilities.
5. A sealed geotech study will also be required with the tentative submittal. The fault line across the property must be addressed.
6. Please update the site plan, as there are new structures in the area.
7. Please update the roadway section detail and use the latest Carson City detail.
8. Water mains cannot serve any more than 15 customers on a dead-end line. Looping water mains where possible is advisable.
9. Any engineering work done on this project must be wet stamped and signed by an engineer licensed in Nevada. This will include site, grading, utility and erosion control plans as well as standard details.
10. All construction work must be to Carson City Development Standards (CCDS) and meet the requirements of the Carson City Standard Details.
11. Fresh water must be used for dust control. Contact our Public Works Dept. at 887-2355.
12. New electrical service must be underground.

13. This project will need a Storm Water Pollution Prevention Permit and a Dust control permit from Nevada Division of Environmental Protection.
14. Street lighting requirements must be met. Please see section 12 of CCDS.
15. There must be sidewalks on one sides of all streets.
16. Most if not all of the comments from the old tentative map submittal will still apply.
17. Handicapped ramps that are internal on the project must be designed to be straight across the street from each other.
18. A stouter sidewalk and base section will be required in all areas where there are driveway approaches and roll curb. We have a detail for this that shows 6" of compacted base material with 5" PCC concrete on top.

TRANSPORTATION – Contact Dirk Goering, 775-283-7431

1. Sidewalk continuity is poor due to design of development/parking.
2. To prevent parking on sidewalks away from driveways, use of rolled curbs should only be used in the immediate vicinity of driveways. Rolled curbs typically encourage poor parking habits away from driveways which result in sidewalks being blocked and the City expending resources for increased enforcement.
3. Parking spaces 1-5 pose a safety hazard for traffic turning off State Street, the spaces need to be relocated.
4. The two dead ends for Street E should be revised to accommodate some level of turn-around traffic.
5. Has a traffic impact study been submitted for this project?

BUILDING DIVISION- Contact Shawn Keating, 887-2310, x-7052

No comments

FIRE DEPARTMENT - Contact Dave Ruben, 775-283-7153

1. Project must comply with the 2012 IFC and Northern Nevada Fire Code Amendments.
2. Fire hydrants are required per 2012 IFC Appendix B and C.
3. Depending on the final design of the buildings, fire sprinklers may be required.

ENVIRONMENTAL CONTROL – Mark Irwin, 775-283-7380

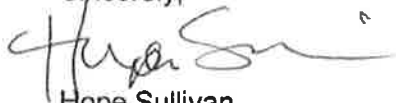
1. Project will need to meet all applicable codes found in Title 12.06 and Appendix 18, Division 15.5 of the Carson City Municipal Code, and all applicable codes found in Chapters 7 and 10 of the 2012 Uniform Plumbing Code.

Please be advised if the proposed Subdivision is anticipating having model homes and or temporary sales office on site, a Special Use Permit will be required.

Thank you for the opportunity to comment on your project. Please be advised that the comments presented in this letter may not include all the requirements or conditions which may be placed on the project at the time of final review by the Planning Commission and Board of Supervisors.

You may also note comments provided by various city staff at the conceptual review meeting that may not have been included in any written comments. If you have any questions, please feel free to contact this office at 775-283-7922.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hope Sullivan', written over the printed name.

Hope Sullivan
Planning Manager

cc: CPUD-16-025
Conceptual Review Committee



CARSON CITY

Capital of Nevada

[Treasurer Home](#)
[Assessor Data Inquiry](#)
[Back to Last Page](#)

Secured Tax Inquiry Detail for Parcel # 002-441-23

Current Owner: STATE STREET DEVELOPMENT LLC Roll #: 003239
 Property Location: STATE ST Tax Year: 2016
 Billed to: CC NOTE INVESTMENT GROUP LLC District: 1.5
 500 MOUNTAIN ST Tax Service:
 CARSON CITY, NV 89703-0000 Land Use Code: 120

Outstanding Taxes

| Prior Year | Tax | Penalty/Interest | Total | Amount Paid | Total Due |
|---------------------|-----------------|------------------|-----------------|-----------------|----------------|
| 2013+ | 28,507.22 | 6,034.00 | 34,541.22 | 34,541.22 | |
| 2014 | 6,530.65 | 1,366.73 | 7,897.38 | 7,897.38 | |
| 2015 | 6,493.89 | 460.61 | 6,954.50 | 6,954.50 | .00 |
| <u>Current Year</u> | | | | | No Taxes Owing |
| 08/17 | 1,615.36 | | 1,615.36 | 1,615.36 | .00 |
| 10/05 | 1,614.00 | | 1,614.00 | 1,614.00 | .00 |
| 01/04 | 1,614.00 | | 1,614.00 | 1,614.00 | .00 |
| 03/07 | 1,614.00 | | 1,614.00 | 1,614.00 | .00 |
| Totals | 6 457 36 | 00 | 6 457 36 | 6 457 36 | |

[Payment Cart](#)
[History](#)

Appendix B



ManhardTM

CONSULTING LTD

CONCEPTUAL WATER SYSTEM ANALYSIS

FOR

MILLS LANDING

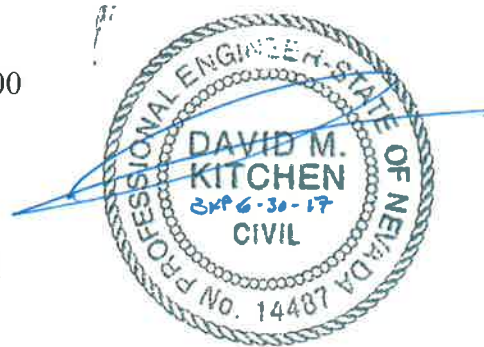
CARSON CITY, NEVADA

Prepared for:

State Street Development
500 Mountain Street
Carson City, NV 89703-0000

Prepared by:

Manhard Consulting Ltd.
9850 Double R Boulevard
Suite 101
Reno, Nevada 89521



5-18-16

Project: LILCCNV01

Date: 5/18/16

INTRODUCTION

The Mills Landing project at State Street project is approximately 7.7+ acres in size and is proposed to consist of approximately 105 residential townhome units located along State Street (See figure1).

The water facilities plan will incorporate connections to the existing 8" water main at two existing street locations in State Street.

The Mills Landing water system was analyzed for the worst case scenario to insure that the proposed water system would meet pressure and velocity requirements in accordance Carson City Standards.

EXISTING SYSTEM

As presented on Figure 2, the existing water system consists of one 8" waterline located in State Street that will be used as a connection point for the proposed residential portion of the development

The flow test fire hydrants are located on State Street near the corner of State Street and Long Street in Carson City. The flow test data for both of these hydrants was provided by Carson City Utilities and has been included in the appendix for reference. The information for the existing water mains, shown on Figure 2, was obtained from the Carson City Water Maps (page number H11).

PROPOSED SYSTEM

As presented in Figure 2, the infrastructure to be added for Mills Landing at State Street will be 8" water distribution mains. The 8" water main connections to the existing system will be at locations as mentioned above.

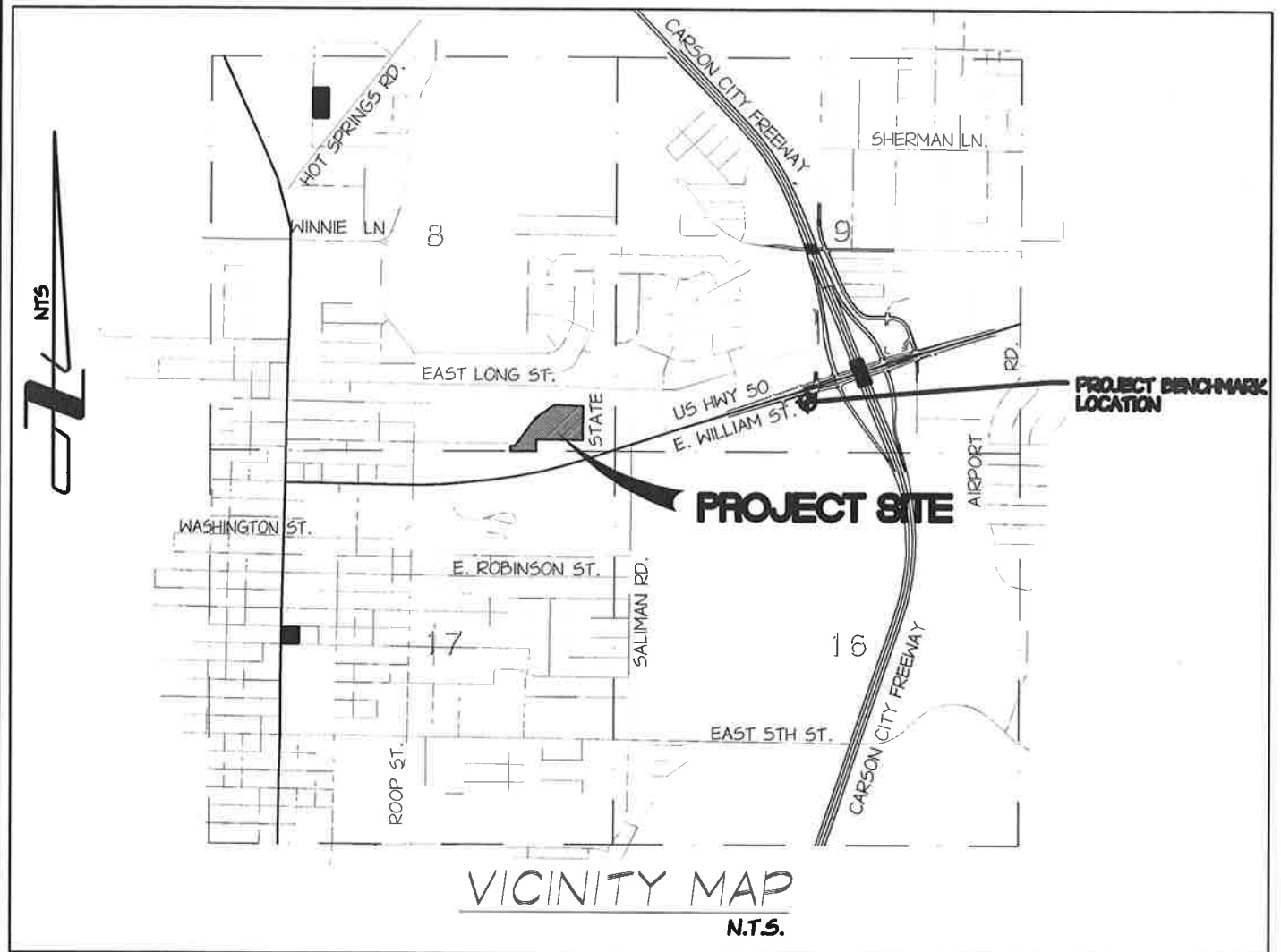
The flow tests fire hydrant data is included in the back of this report. From that data, there is an average flow of 3276 gpm at 20 residual psi. The actual test pumping was approximately 1300 gpm with a residual pressure of 85 psi. Static pressure was at 100 psi.

The water system was analyzed to ensure that the Fire and Maximum Day Flow of 1500 gpm could be maintained at 20 psi. The simplified one connection, one line system from State Street along Street B to the Street E fire hydrant accounts for the greatest headloss within the proposed water system. At the hydrant in the simplified system, 1500gpm would be provided. By satisfying the fire flow requirements of the hydrant scenario with the largest headloss, the simplified system verifies that the entire system meets fire flow requirements as well as the residential demands.

IaSummary

The hydrant test flow data (see attached documents) verify the existing water system in State Street provides the required pressure and flow for this infill development. Through analysis and field tests, it was verified that the existing water system can meet the performance standards of NAC 445A.6672 to NAC 445A.6673 inclusive and NAC 445A.6711 when the domestic and fire demands of the proposed development are superimposed onto the water system as shown in the design and that the following criteria were met in regards to the residual pressure in the distribution system:

- Minimum 20 psi during conditions of fire flow and fire demand experienced during maximum day demand;
- Minimum 30 psi during peak hour demand;
- Minimum 40 psi during maximum day demand.



© 2010 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED



Manhard
CONSULTING LTD

9850 Double R Blvd, Suite 101, Reno, NV 89521 tel (775) 746-3500 fax (775) 746-3520 www.manhard.com
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

MILLS LANDING
CARSON CITY, NEVADA
VICINITY MAP

PROJ. MGR.: **DMK**
DRAWN BY: **DMK**
DATE: **5-13-16**
SCALE: **NTS**

FIGURE 1
LILCCNV01

Appendix

Figures, Calculations and
Fire Hydrant Flow Data

Mills Landing – Water System Analysis

Demand Calculations

Residential Demand

Average Day

$$105 \text{ Units} \left(\frac{3.5 \text{ capita}}{\text{Unit}} \right) = 367.5 \text{ capita}$$

$$\left(\frac{250 \text{ gal}}{\text{day} \cdot \text{capita}} \right) (367.5 \text{ capita}) = 91,875 \frac{\text{gal}}{\text{day}}$$

$$\left(\frac{91,875 \text{ gal}}{\text{day}} \right) \left(\frac{\text{day}}{1440 \text{ min}} \right) = 63.8 \text{ gpm}$$

Maximum Day

$$(\text{Ave Day})(\text{Peaking Factor}) = (91,875 \text{ gal})(2.5) = 229,688 \text{ gal}$$

$$\left(\frac{229,688 \text{ gal}}{\text{day}} \right) \left(\frac{\text{day}}{1440 \text{ min}} \right) = 160 \text{ gpm}$$

Peak Hour

$$(\text{Ave Day})(\text{Peaking Factor}) = (91,875 \text{ gal})(3.0) = 275,625 \text{ gal}$$

$$\left(\frac{275,625 \text{ gal}}{\text{day}} \right) \left(\frac{\text{day}}{1440 \text{ min}} \right) = 192 \text{ gpm}$$

Fire Demand

$$(\text{Max Day}) + (\text{Fire Flow})(2 \text{ hr duration}) = \text{Fire Demand}$$

$$(229,688 \text{ gal}) + \left(\frac{1000 \text{ gal}}{\text{min}} \right) (2 \text{ hr}) \left(\frac{60 \text{ min}}{\text{hour}} \right) = 349,688 \text{ gal}$$

$$(\text{Max Day}) + (\text{Fire Flow}) = \text{Fire Flow}$$

$$160 \text{ gpm} + 1000 \text{ gpm} = 1160 \text{ gpm}$$

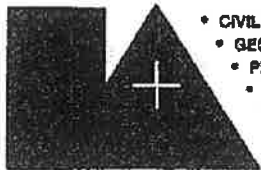
The required 1500gpm will be used to design the water system, accommodating the fire flow with the max day demand.

MILLS LANDING - PRESSURE AT HIGHEST FH
Worksheet for Pressure Pipe

| Project Description | |
|---------------------|----------------------------|
| Project File | untitled.fm2 |
| Worksheet | mills landing water system |
| Flow Element | Pressure Pipe |
| Method | Hazen-Williams Formula |
| Solve For | Pressure at 2 |

| Input Data | |
|----------------|-----------------|
| Pressure at 1 | 85.00 psi |
| Elevation at 1 | 54.00 ft |
| Elevation at 2 | 62.40 ft |
| Length | 718.00 ft |
| C Coefficient | 150.0 |
| Diameter | 8.00 in |
| Discharge | 1,300.0 gal/min |

| Results | | |
|----------------------|----------|-----------------|
| Pressure at 2 | 74.26 | psi |
| Headloss | 16.36 | ft |
| Energy Grade at 1 | 251.13 | ft |
| Energy Grade at 2 | 234.77 | ft |
| Hydraulic Grade at 1 | 250.06 | ft |
| Hydraulic Grade at 2 | 233.70 | ft |
| Flow Area | 0.35 | ft ² |
| Wetted Perimeter | 2.09 | ft |
| Velocity | 8.30 | ft/s |
| Velocity Head | 1.07 | ft |
| Friction Slope | 0.022790 | ft/ft |



- CIVIL ENGINEERING
- GEOTECHNICAL ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- SURVEYING • GIS
- CONSTRUCTION SERVICES
- MATERIALS TESTING

LUMOS AND ASSOCIATES, INC.

September 29, 2005

Carson City Development Services
2621 Northgate Lane
Carson City, NV 89706-1319
Attn: Rory Hogen

Re: Fire Flow Test and Requirements for 5201 Convair Drive,
Carson City, Nevada *PERMIT 04-1475*

Dear Rory:

This letter is presented to verify that the fire supply water proposed for the above named project complies with applicable standards and code requirements.

Fire flow tests were conducted by Carson City on the fire hydrant located approximately 125' west of the project. The test was performed on June, 25, 2005. This test indicates an available fire flow of 3,049 gpm at 20 psi residual pressure. The proposed building is to be equipped with an internal fire suppression system; therefore, we have assumed the required fire flow to be one half of the 3,750 gpm specified by the Carson City Fire Department for an unsprinklered building. Based on the above test, the available fire flow exceeds the required fire flow and meets the Carson City Fire Marshall's requirements.

If there are any further questions, please don't hesitate to call.

Sincerely,

358
Tony Smiraglia, E.I.
Project Designer



Enclosures

Carson City

800 E. College Parkway
Carson City, NV 89706
775.683.7077 • Fax 775.683.7114
e-mail: cc@lumosengineering.com

Reno

5401 Longley Lane, Suite 5
Reno, NV 89511
775.827.6111 • Fax 775.827.6122
e-mail: reno@lumosengineering.com

Fallon

178 S. Main Street
Fallon, NV 89406
775.423.2181 • Fax 775.423.5657
e-mail: fallo@lumosengineering.com



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

WATER UTILITY DIVISION

FIRE FLOW DATA SHEET

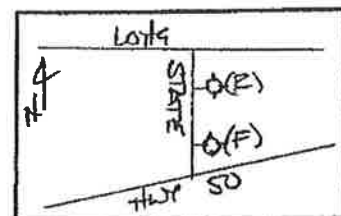
TESTING PERSONNEL: M BRETHAUER / C WELCH
DATE OF TEST: 2/13/97 TIME OF TEST: 10 AM
REQUESTED BY: HAUTER & LAUDER

TEST LOCATIONS: (Street & Cross Street or Address)

STATE & LAKE

COMMENTS: _____

MAINLINE SIZE: 6"
PRESSURE: Static (S) 100 PSI
Residual (R) 85 PSI
Pitot (P) 64 PSI



LOCATION MAP

EXIT COEFFICIENT (C) .9 EXIT DIAMETER (INCHES) (D) 2.5
 $Q = \text{FLOW QUANTITY FROM HYDRANT}$
 $Q = (29.83) \times (C) \times (D^2) \times (\sqrt{P})$
 $Q = (29.83) \times (.9) \times (6.25) \times (8)$
 $Q_1 = 1342.3$ Gallons Per Minute

AVAILABLE WATER CALCULATION

$$\begin{aligned} D_1 &= (S) - (R) & Q_A &= Q_2 \sqrt{D_2 / D_1} \\ D_1 &= 100 - 85 = 15 & Q_A &= 1342 \sqrt{80 / 15} \\ D_2 &= (S) - 20 \text{ PSI} & Q_A &= 3099.2 \\ D_2 &= 100 - 20 \text{ PSI} = 80 \end{aligned}$$

IF $Q_A \geq Q_1$, THEN $Q_{AT} = [(Q_A - Q_1) \cdot .1] + Q_1$

$$Q_{AT} = [(3100 - 1342) \cdot .1] + 1342 = 3275.8$$

$Q_{AT} = 3276$ G.P.M. = Total Available Water At 20 PSI Residual

UTILITIES DEPARTMENT

Environmental Control Authority • 3300 Butti Way, #7 • 89701 • (702) 887-2340

Wastewater Reclamation Plant • 3320 E. 5th Street • 89701 • (702) 887-2360

Utility Billing • 2621 Northgate Lane, #66 • 89706 • (702) 887-2370

Sewer Utility • 3300 Butti Way, #7 • 89701 • (702) 887-2340

Water Utility • 3300 Butti Way, #6 • 89701 • (702) 887-2355

Appendix C



ManhardTM

CONSULTING LTD

PRELIMINARY SANITARY SEWER REPORT

FOR

MILLS LANDING

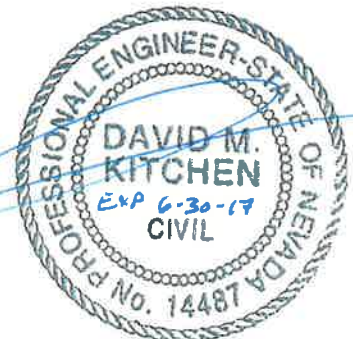
CARSON CITY, NEVADA

Prepared for:

State Street Development
500 Mountain Street
Carson City, NV 89703-0000

Prepared by:

Manhard Consulting Ltd.
9850 Double R Boulevard
Suite 101
Reno, Nevada 89521



5-18-16

Mills Landing – Sanitary Report

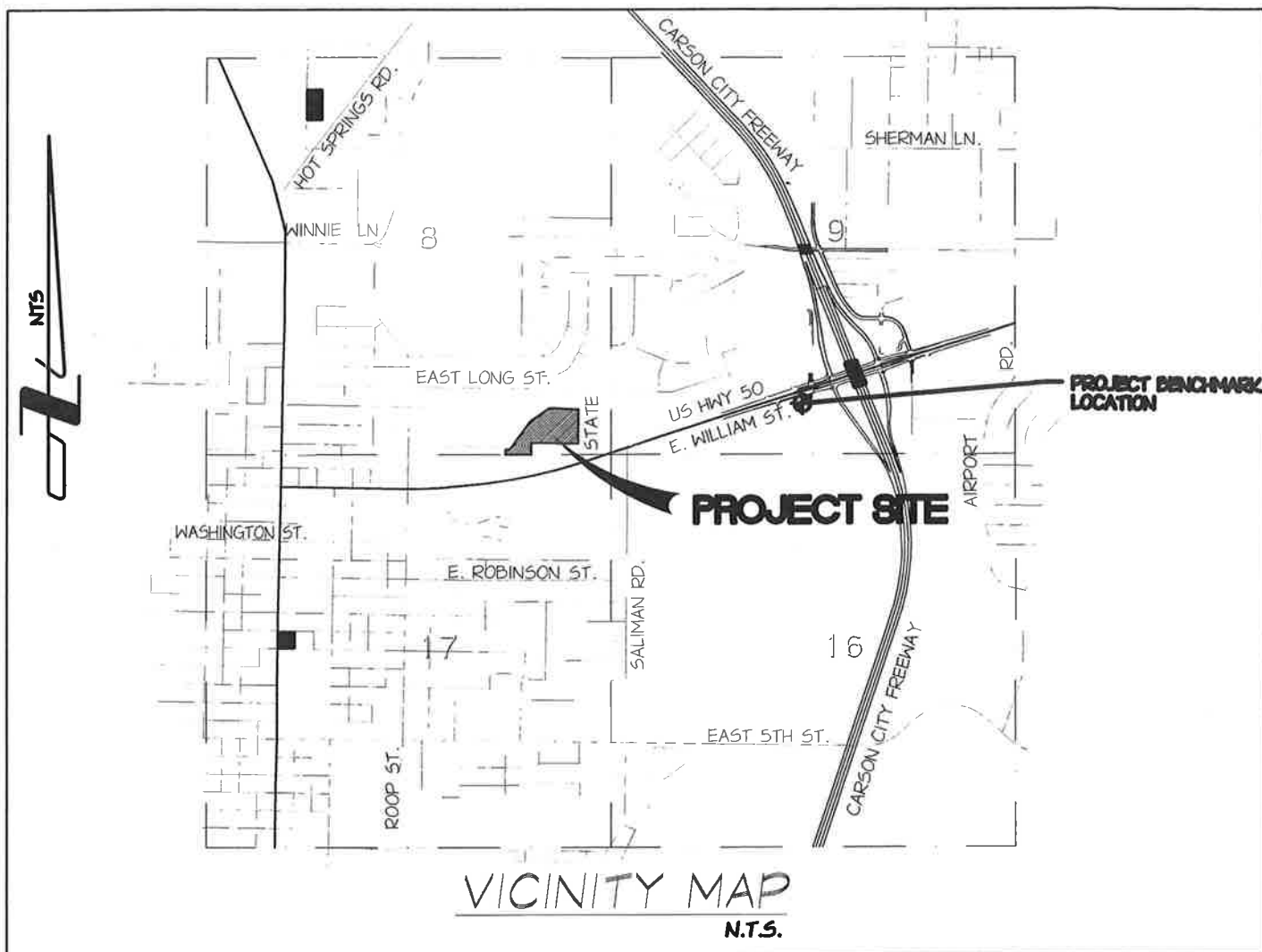
Mills Landing is a residential Planned Unit Development located in Carson City, north of the State Street & U.S. Highway 50 intersection (See Vicinity Map, Exhibit 1). The site is approximately 7.71 acres.

The proposed sanitary sewer flow from Mills Landing and the capacity of the existing sanitary system have been analyzed and included in this report. The following analysis has found that the proposed 8-inch sanitary mains will provide adequate capacity for the 105 single-family residences at Mills Landing (see attached calculations). The majority of the sanitary has been designed at 0.4%, which provides a half full velocity of 2.2 ft/s. The Capital Engineering report “Carson City Sewer Collection System Master Plan – Phase 2 Summary” dated June 2004 was used to evaluate the existing sanitary capacity.

An 8-inch main from Mills Landing will connect to the existing 8-inch sanitary main in State Street. The existing 8-inch main in State Street flows south to U.S. 50 and continues east along U.S. 50 to the trunk main at the intersection of N. Lompa Lane and U.S. 50. The trunk main continues south from this intersection and ultimately to the treatment plant near the intersection of E. 5th Street and Butti Way.

The Capital Engineering report from June 2004 analyzed existing sanitary flow and a theoretical build-out or future flow determined by the zoning of each undeveloped area. The report concluded that the existing sanitary mains had the additional capacity to accommodate the future build-out and development expected in Carson City. The Mills Landing site was part of a sub-area analyzed by the 2004 report, this sub-area also included the neighboring Millennium I development to the northwest and the currently undeveloped commercial parcels to the south along U.S. 50. The report calculated the entire sub-area acreage at the “General Commercial” flow rate, which is lower than a “Single-Family” residential flow rate. The calculated sanitary flow from Mills Landing will generate the peak flow of 0.17cfs (see attached calculations), an additional peak flow of 0.05cfs from the anticipated use in the previously said report. Considering the scale that the report’s build-out scenario used and the existing trunk main’s capacity, the additional flow from Mills Landing is marginal.

In conclusion, the existing sanitary system has the capacity to accept the estimated flows from the 94 single-family residences at Mills Landing.



© 2010 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED



Manhard
CONSULTING LTD

9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520 www.manhard.com
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

MILLS LANDING
CARSON CITY, NEVADA
VICINITY MAP

PROJ. MGR.: DMK
DRAWN BY: DMK
DATE: 5-13-16
SCALE: NTS

EXHIBIT 1
LILCCNV01

Mills Landing – Sanitary Calculations

Sanitary Design

Design Criteria:

100 GPD/Capita
3.5 Capita per Unit
3.0 Peaking Factor
105 Units (Lots)

Average Design Flow:

$$(105 \text{ units}) \left(\frac{3.5 \text{ capita}}{\text{unit}} \right) \left(\frac{100 \text{ gpd}}{\text{capita}} \right) = 36,750 \text{ gpd}$$
$$\left(\frac{36,750 \text{ gal}}{\text{day}} \right) \left(\frac{\text{day}}{86,400 \text{ sec}} \right) \left(\frac{1 \text{ ft}^3}{7.481 \text{ gal}} \right) = 0.057 \text{ cfs}$$

Peak Design Flow:

$$\text{Peak Design Flow} = (\text{Ave Flow}) (\text{Peaking Factor})$$
$$Q_{PEAK} = (0.057 \text{ cfs})(3.0) = 0.17 \text{ cfs}$$

The proposed sanitary design for Mills Landing connects to the existing 8" sanitary main in State Street at 0.004 ft/ft, which conveys the Peak Design Flow through an 8" diameter main. Using Manning's Equation, the maximum capacity of the 8" diameter sanitary main at 0.4% will be calculated to verify the pipe has the capacity to handle the Peak Design Flow from Mills Landing.

Manning's Equation

$$Q = \frac{K}{n} A R^{2/3} S^{1/2}$$

Where:

$$K=1.486, A = \frac{\pi r^2}{2} \text{ (half-full)}, R = \frac{A}{P}, P = \pi r \text{ (half-full)}$$

Pipe Size Capacity - 8" Half-full Capacity @ 0.4%

Design Criteria:

8" Diameter SDR-35

$n = 0.013$

$S = 0.004$ ft/ft

$d/D = 0.5$ (half full design)

$$Q_{CAP} = \left(\frac{1.486}{0.013} \right) (0.17) (0.16)^{2/3} (0.004)^{1/2}$$

$$Q_{CAP} = 0.36 \text{ cfs}$$

Since,

$$Q_{CAP} \geq Q_{PEAK}$$

$$0.36 \text{ cfs} \geq 0.17 \text{ cfs}$$

The 8" SDR-35 main installed at 0.4% provides twice the capacity of the peak flow from the 105 lots at Mills Landing.

The half-full capacity provided by the 8" main in State Street has been calculated to be 1.3cfs (see attached calculations).

Half-Full Sanitary Pipe Calculations

State St. Sanitary Capacity - 8"@1.02%
Worksheet for Circular Channel

| Project Description | |
|---------------------|--------------------------------|
| Project File | untitled.fm2 |
| Worksheet | State Street Sanitary Capacity |
| Flow Element | Circular Channel |
| Method | Manning's Formula |
| Solve For | Discharge |

| Input Data | | |
|----------------------|----------|-------|
| Mannings Coefficient | 0.013 | |
| Channel Slope | 0.010200 | ft/ft |
| Depth | 4.0 | in |
| Diameter | 8.00 | in |

| Results | | |
|------------------------|----------|-----------------|
| Discharge | 0.61 | cfs |
| Flow Area | 0.17 | ft ² |
| Wetted Perimeter | 1.05 | ft |
| Top Width | 0.67 | ft |
| Critical Depth | 0.37 | ft |
| Percent Full | 50.00 | |
| Critical Slope | 0.007381 | ft/ft |
| Velocity | 3.50 | ft/s |
| Velocity Head | 0.19 | ft |
| Specific Energy | 0.52 | ft |
| Froude Number | 1.20 | |
| Maximum Discharge | 1.31 | cfs |
| Full Flow Capacity | 1.22 | cfs |
| Full Flow Slope | 0.002550 | ft/ft |
| Flow is supercritical. | | |

8" Sanitary @ 0.4% - Half-Full
Worksheet for Circular Channel

| Project Description | |
|---------------------|-------------------------------|
| Project File | untitled.fm2 |
| Worksheet | Mills Landing Sanitary Design |
| Flow Element | Circular Channel |
| Method | Manning's Formula |
| Solve For | Discharge |

| Input Data | | |
|----------------------|----------|-------|
| Mannings Coefficient | 0.013 | |
| Channel Slope | 0.004000 | ft/ft |
| Depth | 4.0 | in |
| Diameter | 8.00 | in |

| Results | | |
|----------------------|----------|-----------------|
| Discharge | 0.38 | cfs |
| Flow Area | 0.17 | ft ² |
| Wetted Perimeter | 1.05 | ft |
| Top Width | 0.67 | ft |
| Critical Depth | 0.29 | ft |
| Percent Full | 50.00 | |
| Critical Slope | 0.006694 | ft/ft |
| Velocity | 2.19 | ft/s |
| Velocity Head | 0.07 | ft |
| Specific Energy | 0.41 | ft |
| Froude Number | 0.75 | |
| Maximum Discharge | 0.82 | cfs |
| Full Flow Capacity | 0.76 | cfs |
| Full Flow Slope | 0.001000 | ft/ft |
| Flow is subcritical. | | |

Sanitary Exhibit

Appendix D



ManhardTM

CONSULTING LTD

PRELIMINARY DRAINAGE STUDY REPORT

FOR

MILLS LANDING

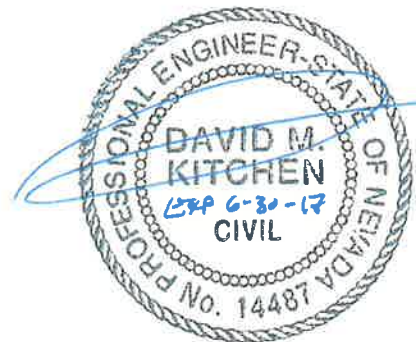
CARSON CITY, NEVADA

Prepared for:

State Street Development
500 Mountain Street
Carson City, NV 89703-0000

Prepared by:

Manhard Consulting Ltd.
9850 Double R Boulevard
Suite 101
Reno, Nevada 89521



5-18-16

Project: LILCCNV01

Date: 5/18/16

Table of Contents

| | | |
|---|--------------------------------------|---|
| 1 | INTRODUCTION | 1 |
| 2 | METHODOLOGIES AND ASSUMPTIONS | 1 |
| 3 | EXISTING HYDROLOGIC CONDITIONS | 2 |
| 4 | PROPOSED HYDROLOGIC CONDITIONS | 3 |
| 5 | HYDRAULIC ANALYSIS | 3 |
| 6 | CONCLUSION..... | 5 |

Appendices

Appendix A – Supporting Data

List of Figures

Figure 1 – Vicinity Display

Figure 2 – Existing Hydrologic Conditions Display

Figure 3 – Proposed Hydrologic Conditions Display

List of Tables

Table 1 - Existing Conditions Rational Method Model Summary

Table 2 - Proposed Conditions Rational Method Model Summary

1 INTRODUCTION

1.1 Purpose of Analysis

This report presents the data, hydrologic and hydraulic analyses, and conclusions of a preliminary technical drainage study performed for Mills Landing to support the proposed development in Carson City, Nevada. In addition, in the interest of brevity and clarity, this report will defer to figures, tables, and the data and calculations contained in the appendices, whenever possible.

1.2 Project Location and Description

The Mills Landing development is approximately 7.7+ acres in size and is located in the southern portion of Carson City and is east of Molly Drive, south of East Long Street, west of State Street, and north of East Williams Street. This site is situated within the Southeast $\frac{1}{4}$ of Section 8, Township 15 North, and Range 20 East of the Mount Diablo Meridian (refer to Figure 1, Vicinity Map). The project site is within the existing parcel 004-441-23.

1.3 Project Description

The Mills Landing development is a proposed subdivision which consists of 107 single-family residential townhome units on a 7.7+ acre parcel. The project site is currently zoned within the GC zoning district.

According to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Community-Panel Number 3200010092F, effective date January 19, 2014 the subject property is located in Shaded Zone X, which is located within the 500-year floodplain (Appendix A).

The purpose of this report is to analyze the existing and proposed conditions of the subject property based on the 5-year and 100-year peak flow events. The report contains the following sections: (1) Methodologies and Assumptions, (2) Existing Hydrology, (3) Proposed Hydrology, and (4) Conclusion.

2 METHODOLOGIES AND ASSUMPTIONS

2.1 Hydrologic Modeling Methods

Hydrologic analyses were performed to determine the peak discharge for the 5-year and 100-year peak flow events. The *Rational Method* analysis to model the hydrologic basins that contribute in the existing and proposed conditions.

Parameters for peak storm flow and runoff volume estimates presented herein were determined using the data and methodologies presented in the *Carson City Municipal Code, Division 14 – Storm Drainage* section. In instances where the Carson City

Municipal Code, Division 14 (CCMC-14) was lacking information or specificity, the *Truckee Meadows Regional Drainage Design Manual (2009)* and/or the other appropriate sources and software user manuals were referenced.

For the existing and proposed on-site hydrologic conditions, the Rational Method was utilized in accordance with the CCMC-14. A minimum time of concentration of 10-minutes was used for all sub-basins for a conservative analysis.

The rainfall characteristics were modeled using the NOAA database (http://dipper.nws.noaa.gov/hdsc/pfds/sa/nv_pfds.html) to determine site specific depth of precipitation (Appendix A).

Rational Formula: $Q=CiA$

Q =Peak Discharge (cfs)

C =Runoff Coefficient (dimensionless)

i =Precipitation Intensity (in/hr)

A =Watershed Area (Acres)

3 EXISTING HYDROLOGIC CONDITIONS

3.1 Existing On-Site Drainage

For the existing catchment a time of concentration (T_c) of 10 minutes and the Rational Method coefficients were selected, taking into consideration the catchment characteristics, which include catchment area and land cover. A 5-year intensity of 1.46 in/hr and 100-year intensity of 3.53 in/hr were used. Table 1 and Figure 2 summarize the characteristics of on-site catchment of the study area. Reference Figure 2 (Existing Hydrologic Conditions) for existing hydrology drainage map and the associated hydrologic sub-areas.

Table 1 – Existing Conditions Rational Method Model Summary for the Mills Landing, Carson City, Nevada.

| Sub-Basin | Area (Ac.) | Rational Method Coefficient (C_s/C_{mi}) | Time of Concentration (min) | Rainfall Intensity (1s/100) (in/hr) | 5-Year Peak Flows (cfs) | 100-Year Peak Flows (cfs) |
|--------------|-------------|--|-----------------------------|-------------------------------------|-------------------------|---------------------------|
| EX1 | 4.236 | 0.30/0.50 | 10.00 | 1.46/3.53 | 1.86 | 7.48 |
| EX2 | 4.891 | 0.30/0.50 | 10.00 | 1.46/3.53 | 2.14 | 8.63 |
| TOTAL | 9.13 | ----- | ----- | ----- | 4.00 | 16.11 |

The combined 5-year and 100-year peak flows from on-site catchment in the existing condition are 4.00 cfs and 16.11 cfs, respectively. The existing flow from area EX1 discharges to State Street, and the flow from area EX2 discharges to the adjacent

southerly properties (APN 002-441-45, 46, 47 and 48). The flows from these two areas combines at the intersection of State Street and East Williams.

4 PROPOSED HYDROLOGIC CONDITIONS

4.1 Proposed On-Site Drainage

The sub-areas took into account the proposed on-site flows that affect the site. The associated calculated 5-year and 100-year peak flows can be found in Table 2 and Figure 3, the detention facility can be referenced in Tables 3. Both pipe sizes and catch basins have been sized to accommodate the proposed flows. Reference Figure 3 for the associated hydrologic sub-areas and the proposed catch basins. A 5-year intensity of 1.46 in/hr and 100-year intensity of 3.53 in/hr were used. All drainage for the site will be contained in swales and the roadway and will travel to the storm drain inlets. From the inlets, the flow will be routed through the proposed storm drain system to the detention/retention basin(s).

Table 2 – Proposed Conditions Rational Method Model Summary for the Mills Landing Project, Carson City, Nevada.

| Sub-Basin | Area (Ac.) | Rational Method Coefficient (C ₁ /C ₁₀₀) | Time of Concentration (min) | Rainfall Intensity (1s/100) (in/hr) | 5-Year Peak Flows (cfs) | 100-Year Peak Flows (cfs) |
|--------------|-------------|---|-----------------------------|-------------------------------------|-------------------------|---------------------------|
| P1 | 0.172 | 0.65/0.81 | 10.00 | 1.46/3.53 | 0.16 | 0.49 |
| P2 | 1.558 | 0.65/0.81 | 10.00 | 1.46/3.53 | 1.48 | 4.45 |
| P3 | 2.066 | 0.65/0.81 | 10.00 | 1.46/3.53 | 1.96 | 5.91 |
| P4 | 2.053 | 0.65/0.81 | 10.00 | 1.46/3.53 | 1.95 | 5.87 |
| P5 | 1.363 | 0.65/0.81 | 10.00 | 1.46/3.53 | 1.29 | 3.90 |
| P6 | 0.560 | 0.65/0.81 | 10.00 | 1.46/3.53 | 0.53 | 1.60 |
| S1 | 0.213 | 0.30/0.50 | 10.00 | 1.46/3.53 | 0.09 | 0.38 |
| S2 | 0.822 | 0.30/0.50 | 10.00 | 1.46/3.53 | 0.36 | 1.45 |
| S3 | 0.321 | 0.30/0.50 | 10.00 | 1.46/3.53 | 0.14 | 0.57 |
| TOTAL | 9.13 | | | | 7.97 | 24.62 |

5 HYDRAULIC ANALYSIS

5.1 Proposed Drainage Conditions

All onsite storm drainage pipes and/or drainage features shall be designed to intercept the 100-year storm flows and convey them to the proposed detention/retention facility.

Each of the proposed developed sub-basins are will collect the developed storm flows in the following manner;

Area P1 – This area is intended to discharge directly to State Street without being intercepted by any on-site storm drainage pipes. This direct discharge is minimal and not analyzed further, and any increase in developed flow will be handled by the internal retention/detention plan.

Area P2 – This area collects the developed storm flows and directs them to a storm drain catch basing located between lots 2 and 3. This catch basin discharges directly to the detention/retention basin.

Area S1 and Area P3 – Area S1 consists of an offsite slope area that will be intercepted by a swale behind lots 53 ~ 56. This swale will discharge to Area P3 where it will combine with the developed flows from this area and be directed to a catch basin between lots 6 and 7. This catch basing will discharge directly to the detention/retention basin.

Area S2 – Area S2 consists of an offsite slope area that is currently intercepted by swale behind lots 37 ~ 52. A short swale behind lots 90 ~ 91 will be constructed to convey additional slope area to the existing low point. This area will be collected by a storm drain inlet and conveyed the storm drain system that collects the remainder of the drainage areas and conveys them to the detention/retention basin.

Area P4 – This area collects the developed storm flows and directs them to a storm drain catch basing located between lots 10 and 11. This catch basin discharges to the storm drain system that collects the remainder of the drainage areas and conveys them to the detention/retention basin.

Area S3 and Area P5 – Area S3 consists of an offsite slope area that will drain overland to Area P3 where it will combine with the developed flows from this area and be directed to a catch basin adjacent to lot 23. This catch basin discharges to the storm drain system that collects the remainder of the drainage areas and conveys them to the detention/retention basin.

Area P6 – This is an open space area that will surface drain to the detention/retention basin located in the southeast portion of the project. All of the developed flows from the project drainage area will be collected here and the increase runoff retained before flow is allowed to exit the property.

5.2 Retention/Detention

According to the existing and proposed hydrologic analysis, the existing 5-year and 100-year condition flows are 4.00 cfs and 16.11 cfs, respectively, and the proposed 5-year and 100-year condition flows are 7.97 cfs and 24.62 cfs. This is a 5-year increase of 3.97 cfs and a 100-year increase of 8.51 cfs. Given that there is not any existing public storm drain immediately adjacent to the discharge point in State Street, it is proposed that the net 5 and 100-year increase runoff volumes be retained onsite and the remainder flow be allowed to exit the retention pond area via sidewalk cross drain located at the southeast corner of the site.

and discharge into the State Street curb and gutter. The 5-year retention volume is 2,400 cubic feet and the 100-year retention volume is 5,100 cubic feet.

The geotechnical reports do not indicate an infiltration rate for the area of the retention basin. However, the reports do indicate there are not significant areas of clayey or expansive soils which would inhibit infiltration. It would be prudent to perform a percolation test in the area of the retention basin to provide an estimate of how long water would be retained before infiltration and evaporation have removed the standing water.

6 CONCLUSION

6.1 Regulations and Master Plans

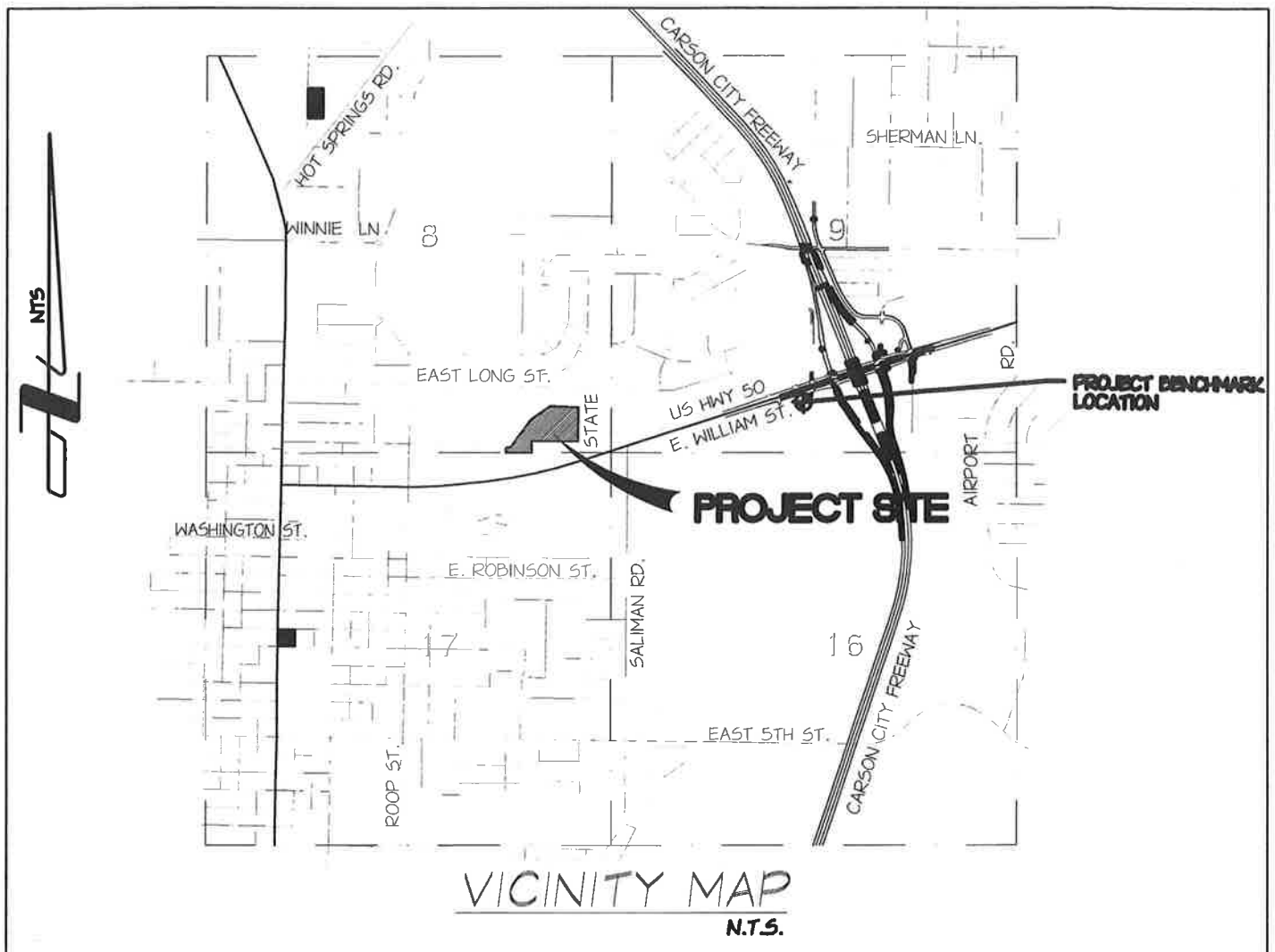
The proposed improvements and the analyses presented herein are in accordance with drainage regulations presented in *Carson City Municipal Code, Division 14 – Storm Drainage* section. In instances where the Carson City Municipal Code, Division 14 (CCMC-14) was lacking information or specificity, the *Truckee Meadows Regional Drainage Design Manual (2009)* and/or the other appropriate sources and software user manuals were referenced.

6.2 Impacts to Adjacent Properties

The performance of the proposed project improvements, roadways, detention/retention, and storm water conveyance facilities, once constructed, will not adversely impact upstream or downstream properties adjacent to this site. The development of this site for the uses proposed will decrease downstream storm flow runoff rates, volumes, velocities, depths, and will not influence floodplain boundaries.

6.3 Standards of Practice

This study was prepared using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable professional engineers practicing in this and similar localities.



© 2010 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED



9850 Double R Blvd, Suite 101, Reno, NV 89521 tel (775) 746-3500 fax (775) 746-3520 www.manhard.com
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

MILLS LANDING
CARSON CITY, NEVADA
VICINITY MAP

PROJ. MGR.: DMK
DRAWN BY: DMK
DATE: 5-13-16
SCALE: NTS

EXHIBIT 1
LILCCNV01



APPENDIX A
SUPPORTING DATA



NOAA Atlas 14, Volume 1, Version 5
Location name: Carson City, Nevada, US*
Latitude: 39.1584°, Longitude: -119.7568°
Elevation: 4645 ft*
 * source: Google Maps



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitania, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerals](#)

PF tabular

| PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹ | | | | | | | | | | |
|---|-------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Duration | Average recurrence interval (years) | | | | | | | | | |
| | 1 | 2 | 5 | 10 | 25 | 50 | 100 | 200 | 500 | 1000 |
| 5-min | 1.14 (0.984-1.36) | 1.43 (1.24-1.69) | 1.91 (1.63-2.26) | 2.36 (2.02-2.81) | 3.12 (2.57-3.71) | 3.80 (3.04-4.55) | 4.63 (3.58-5.59) | 5.62 (4.16-6.89) | 7.19 (5.02-8.99) | 8.59 (5.71-11.0) |
| 10-min | 0.870 (0.750-1.03) | 1.09 (0.936-1.28) | 1.45 (1.24-1.72) | 1.80 (1.53-2.14) | 2.38 (1.96-2.82) | 2.90 (2.32-3.46) | 3.53 (2.72-4.25) | 4.28 (3.17-5.24) | 5.47 (3.82-6.85) | 6.54 (4.35-8.34) |
| 15-min | 0.720 (0.620-0.852) | 0.900 (0.776-1.06) | 1.20 (1.03-1.42) | 1.49 (1.26-1.76) | 1.96 (1.62-2.33) | 2.40 (1.91-2.86) | 2.92 (2.25-3.52) | 3.54 (2.62-4.33) | 4.52 (3.16-5.66) | 5.40 (3.60-6.89) |
| 30-min | 0.486 (0.418-0.574) | 0.604 (0.524-0.716) | 0.808 (0.692-0.958) | 1.00 (0.852-1.19) | 1.32 (1.09-1.57) | 1.61 (1.29-1.93) | 1.96 (1.52-2.37) | 2.38 (1.76-2.92) | 3.04 (2.13-3.81) | 3.64 (2.42-4.64) |
| 60-min | 0.301 (0.259-0.355) | 0.374 (0.324-0.443) | 0.500 (0.429-0.593) | 0.620 (0.528-0.735) | 0.818 (0.674-0.971) | 0.998 (0.798-1.19) | 1.22 (0.938-1.47) | 1.47 (1.09-1.81) | 1.88 (1.32-2.36) | 2.25 (1.50-2.87) |
| 2-hr | 0.204 (0.182-0.234) | 0.253 (0.225-0.290) | 0.322 (0.284-0.368) | 0.384 (0.336-0.438) | 0.478 (0.406-0.548) | 0.560 (0.466-0.650) | 0.654 (0.529-0.768) | 0.768 (0.600-0.914) | 0.964 (0.720-1.19) | 1.15 (0.826-1.45) |
| 3-hr | 0.163 (0.146-0.183) | 0.202 (0.182-0.228) | 0.254 (0.227-0.286) | 0.296 (0.262-0.333) | 0.356 (0.310-0.403) | 0.408 (0.348-0.465) | 0.465 (0.389-0.536) | 0.539 (0.441-0.631) | 0.658 (0.522-0.801) | 0.773 (0.597-0.975) |
| 6-hr | 0.113 (0.102-0.126) | 0.141 (0.127-0.158) | 0.175 (0.157-0.196) | 0.202 (0.180-0.226) | 0.239 (0.210-0.269) | 0.268 (0.232-0.303) | 0.297 (0.253-0.340) | 0.331 (0.276-0.383) | 0.381 (0.309-0.448) | 0.424 (0.337-0.508) |
| 12-hr | 0.074 (0.066-0.083) | 0.093 (0.083-0.105) | 0.117 (0.104-0.132) | 0.136 (0.120-0.153) | 0.162 (0.141-0.183) | 0.181 (0.156-0.207) | 0.201 (0.171-0.232) | 0.222 (0.185-0.259) | 0.250 (0.202-0.297) | 0.271 (0.216-0.328) |
| 24-hr | 0.049 (0.045-0.054) | 0.062 (0.056-0.068) | 0.078 (0.071-0.085) | 0.091 (0.083-0.100) | 0.109 (0.099-0.120) | 0.124 (0.111-0.136) | 0.139 (0.124-0.153) | 0.155 (0.136-0.171) | 0.176 (0.153-0.197) | 0.193 (0.166-0.218) |
| 2-day | 0.029 (0.026-0.033) | 0.037 (0.033-0.041) | 0.047 (0.042-0.053) | 0.055 (0.050-0.062) | 0.067 (0.059-0.075) | 0.076 (0.067-0.086) | 0.086 (0.075-0.097) | 0.096 (0.083-0.109) | 0.110 (0.094-0.126) | 0.121 (0.102-0.140) |
| 3-day | 0.022 (0.019-0.024) | 0.027 (0.024-0.031) | 0.035 (0.031-0.039) | 0.041 (0.037-0.046) | 0.050 (0.044-0.056) | 0.057 (0.050-0.064) | 0.064 (0.056-0.073) | 0.072 (0.062-0.082) | 0.083 (0.070-0.096) | 0.092 (0.077-0.107) |
| 4-day | 0.018 (0.016-0.020) | 0.022 (0.020-0.025) | 0.029 (0.026-0.032) | 0.034 (0.030-0.038) | 0.041 (0.036-0.047) | 0.047 (0.041-0.054) | 0.054 (0.046-0.061) | 0.060 (0.052-0.069) | 0.070 (0.059-0.081) | 0.077 (0.064-0.090) |
| 7-day | 0.012 (0.010-0.013) | 0.015 (0.013-0.017) | 0.019 (0.017-0.022) | 0.023 (0.020-0.026) | 0.028 (0.024-0.031) | 0.031 (0.028-0.036) | 0.036 (0.031-0.040) | 0.040 (0.034-0.045) | 0.046 (0.039-0.053) | 0.051 (0.042-0.059) |
| 10-day | 0.009 (0.008-0.010) | 0.011 (0.010-0.013) | 0.015 (0.013-0.017) | 0.018 (0.016-0.020) | 0.021 (0.019-0.024) | 0.024 (0.021-0.027) | 0.027 (0.023-0.030) | 0.030 (0.026-0.034) | 0.034 (0.029-0.039) | 0.037 (0.031-0.043) |
| 20-day | 0.006 (0.005-0.006) | 0.007 (0.006-0.008) | 0.009 (0.008-0.010) | 0.011 (0.009-0.012) | 0.013 (0.011-0.014) | 0.014 (0.013-0.016) | 0.016 (0.014-0.018) | 0.017 (0.015-0.020) | 0.019 (0.017-0.022) | 0.021 (0.018-0.024) |
| 30-day | 0.004 (0.004-0.005) | 0.005 (0.005-0.006) | 0.007 (0.006-0.008) | 0.008 (0.007-0.009) | 0.009 (0.008-0.010) | 0.011 (0.009-0.012) | 0.012 (0.010-0.013) | 0.013 (0.011-0.015) | 0.014 (0.012-0.016) | 0.016 (0.013-0.018) |
| 45-day | 0.003 (0.003-0.004) | 0.004 (0.004-0.005) | 0.005 (0.005-0.006) | 0.006 (0.006-0.007) | 0.007 (0.007-0.008) | 0.008 (0.007-0.009) | 0.009 (0.008-0.010) | 0.010 (0.009-0.011) | 0.011 (0.009-0.012) | 0.011 (0.010-0.013) |
| 60-day | 0.003 (0.003-0.003) | 0.004 (0.003-0.004) | 0.005 (0.004-0.005) | 0.005 (0.005-0.006) | 0.006 (0.006-0.007) | 0.007 (0.006-0.008) | 0.007 (0.007-0.008) | 0.008 (0.007-0.009) | 0.009 (0.008-0.010) | 0.009 (0.008-0.010) |

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

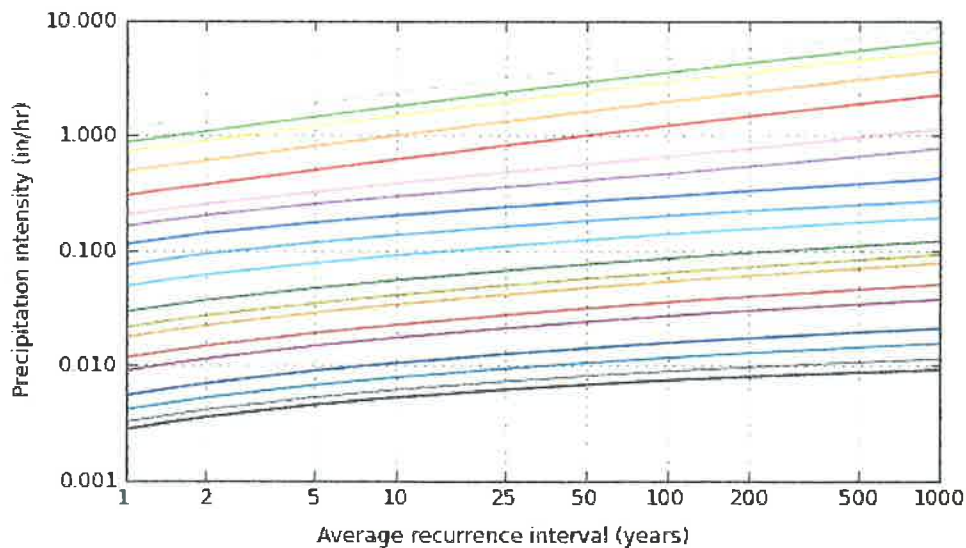
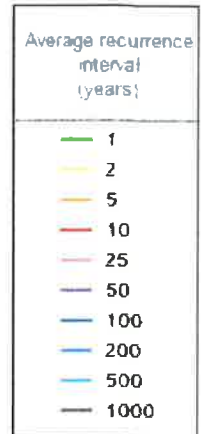
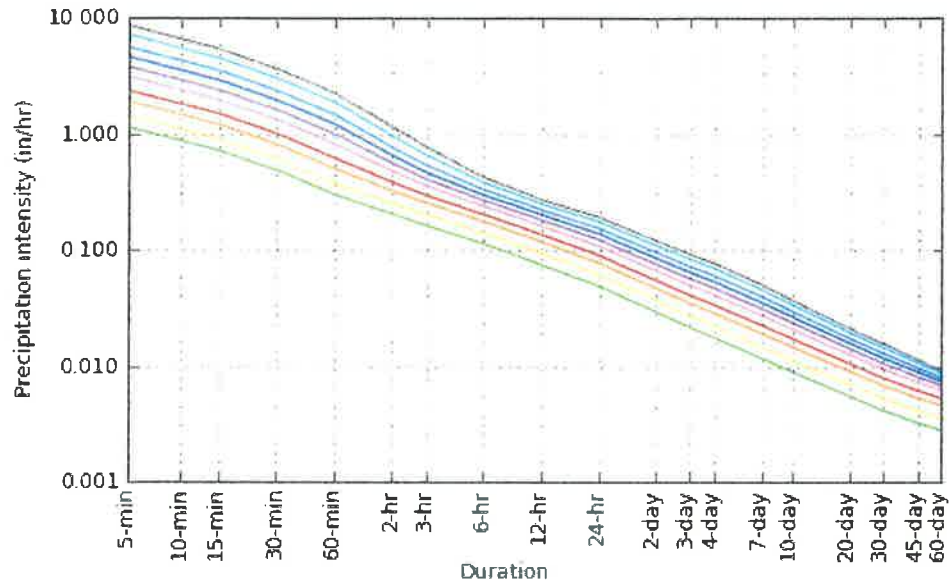
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical**PDS-based intensity-duration-frequency (IDF) curves**

Latitude: 39.1584°, Longitude: -119.7568°



NOAA Atlas 14, Volume 1, Version 5

Created (GMT): Thu Mar 17 00:09:22 2016

[Back to Top](#)**Maps & aeriels****Small scale terrain**

Precipitation Frequency Data Server



Large scale terrain

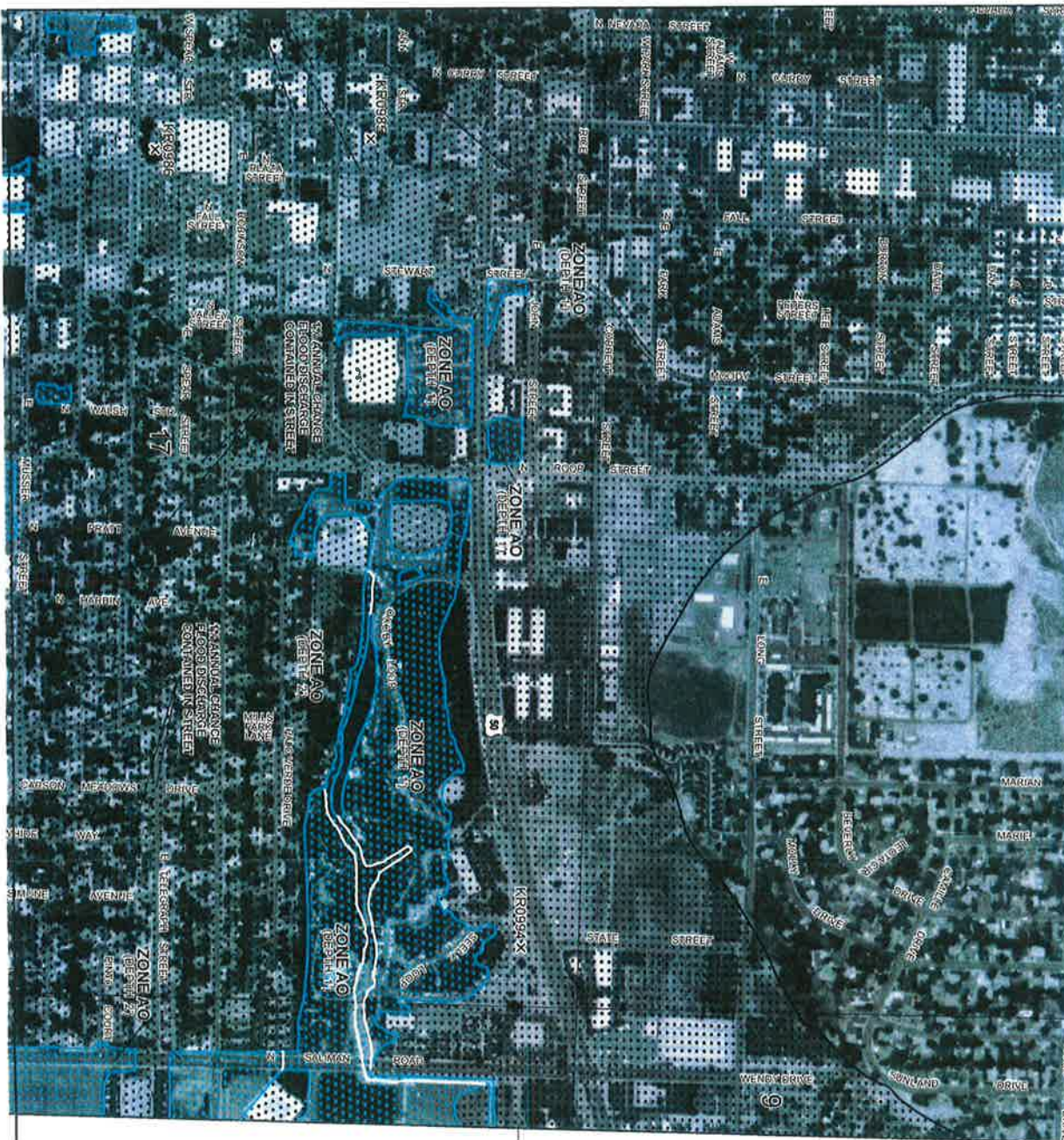


Large scale map



Large scale aerial





JOINS PANEL 0111

14735000 FT

MAP SCALE 1" = 500'

250 0 500 1000 FEET

METER



UNPUMP PANEL 0092F

FIRM FLOOD INSURANCE RATE MAP

CARSON CITY,
NEVADA
INDEPENDENT CITY

PANEL 92 OF 275
SEE MAP INDEX FOR FIRM PANEL LAYOUT

CONDUITS
COMMUNITY

MAINTENANCE SCHEDULE

NATIONAL FLOOD INSURANCE PROGRAM



Federal Emergency Management Agency

MAP NUMBER
3300010092F
MAP REVISED
FEBRUARY 19, 2014

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRM On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the map. For the most current information, please visit the FEMA Flood Map Store at www.fema.gov. Program flood maps check the FEMA Flood Map Store at www.fema.gov.

Appendix E

TRAFFIC IMPACT STUDY

FOR

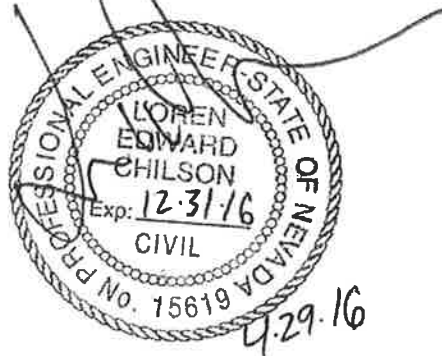
Mills Landing Townhouses

April 29, 2016

PREPARED FOR:

**Robert McFadden
State Street Development LLC
500 Mountain Street
Carson City, NV 89703**

PREPARED BY:



TRAFFIC WORKS, LLC
6170 Ridgeview Court, Suite B, Reno, NV 89511
775.322.4300
www.Traffic-Works.com

YOUR QUESTIONS ANSWERED QUICKLY

Why did you perform this study?

This Traffic Impact Study evaluates the potential traffic impacts associated with the Mills Landing Townhouses. This study of potential traffic impacts was undertaken for planning purposes and to assist in determining what traffic controls or mitigations may be needed to reduce potential impacts, if any.

What does the project consist of?

The proposed project consists of up to 107 townhome units.

How much traffic will the project generate?

The proposed project is anticipated to generate 682 total daily trips, 55 total AM peak hour trips (9 inbound and 46 outbound), and 64 total PM peak hour trips (43 inbound and 21 outbound).

Are there any traffic impacts?

The E. William Street/State Street intersection operates at acceptable level of service conditions now and with the addition of the project traffic. There are no project impacts that require mitigation.

Are there any mitigation recommendations?

The existing intersections and roadways are expected to accommodate the proposed project without any significant issue. No mitigations are needed as the study intersection operates at acceptable LOS conditions with the addition of the project traffic.

Are there any other recommendations?

Minor improvements may be needed in the near future as the southbound approach to E. William Street is approaching LOS "E", with the addition of project traffic. The traffic operations at this intersection can be improved, when needed, by striping exclusive southbound left-turn and right-turn pockets on State Street. The existing roadway width on State Street would allow for restriping without having to widen the roadway. Red curb would need to be provided adjacent to these turn lanes.

LIST OF FIGURES

1. Study Area
2. Site Plan
3. Baseline Traffic Volumes
4. Trip Assignment
5. Plus Project Traffic Volumes

LIST OF APPENDICES

- A. Baseline Conditions LOS Calculations
- B. Plus Project LOS Calculations

INTRODUCTION

This report presents the findings of a Traffic Impact Study completed to assess the potential traffic impacts on local intersections associated with the construction of a Mills Landing Townhouses. This traffic impact study has been prepared to document existing traffic conditions, quantify traffic volumes generated by the proposed project, identify potential impacts, document findings, and make recommendations to mitigate impacts, if any are found.

The project site is currently undeveloped. The proposed project consists of up to 107 townhomes.

Study Area and Evaluated Scenarios

The project is located on the northwest corner of the E. William Street/State Street intersection in Carson City, NV. The project location and the study intersection are shown in **Figure 1**. The following intersection was analyzed:

- E. William Street/State Street

This study includes analysis of both the weekday AM and PM peak hours as these are the periods of time in which peak traffic conditions are anticipated to occur. The evaluated development scenarios are:

- Baseline Conditions (no project) including the new United Federal Credit Union on the adjacent site
- Plus Project Conditions

Analysis Methodology

Level of service (LOS) is a term commonly used by transportation practitioners to measure and describe the operational characteristics of intersections, roadway segments, and other facilities. This term equates seconds of delay per vehicle at intersections to letter grades "A" through "F" with "A" representing optimum conditions and "F" representing breakdown or over capacity flows. The LOS for a Two-Way STOP Control (TWSC) intersection is defined by the worst minor approach delay. The complete methodology is established in the Highway Capacity Manual (HCM), 2010, published by the Transportation Research Board. **Table 1** presents the delay thresholds for each level of service grade at un-signalized and signalized intersections.

Level of service calculations were performed for the study intersections using the Synchro 9.1 software package with analysis and results reported in accordance with the 2010 HCM methodology.

Table 1: Level of Service Definition for Intersections

| Level of Service | Brief Description | Un-signalized Intersections (average delay/vehicle in seconds) | Signalized Intersections (average delay/vehicle in seconds) |
|------------------|--|---|--|
| A | Free flow conditions. | < 10 | < 10 |
| B | Stable conditions with some affect from other vehicles. | 10 to 15 | 10 to 20 |
| C | Stable conditions with significant affect from other vehicles. | 15 to 25 | 20 to 35 |
| D | High density traffic conditions still with stable flow. | 25 to 35 | 35 to 55 |
| E | At or near capacity flows. | 35 to 50 | 55 to 80 |
| F | Over capacity conditions. | > 50 | > 80 |

Source: Highway Capacity Manual (2010), Chapters 16 and 17

Level of Service Policy

The Carson Area Metropolitan Planning Organization's 2035 Regional Transportation Plan establishes LOS "D" as the level of service standard.

EXISTING TRANSPORTATION FACILITIES

Roadway Facilities

A brief description of the key roadways in the study area is provided below.

E. William Street is a five-lane roadway with two travel lanes in each direction and a center-turn-lane that runs generally in the east-west direction. The posted speed limit is 40 miles per hour (mph) in the project area.

State Street is a two-lane roadway. On-street parking is available on both sides of State Street.

The E. William Street/State Street intersection is a three-legged intersection with STOP control on State Street.

Alternate Travel Modes

Sidewalks are present on both the east and west sides of State Street near the project site and discontinuously on the north side of E. William Street. There is no sidewalk present on the south side of E. William Street. There are no marked bike lanes in the study area but E. William Street has wide striped shoulders that provide additional space for cyclists.

BASELINE CONDITIONS

Traffic Volumes

Baseline traffic volumes were obtained by adding traffic volumes generated by the United Federal Credit Union to existing traffic volumes conducted from the bank's traffic study. The baseline peak hour intersection traffic volumes are shown on **Figure 3** attached.

Intersection Level of Service

Level of service calculations were performed using the baseline traffic volumes, lane configurations, and traffic controls. The results are presented in **Table 2** and the calculation sheets are provided in **Appendix A**, attached.

As shown in **Table 2**, the E. William Street/State Street intersection in the baseline condition operates at acceptable level of service conditions during both the AM and PM peak hours.

Table 2: Existing Conditions Intersection Level of Service Summary

| Intersection | Worst Approach | AM Peak | | PM Peak | |
|---------------------------|----------------|---------|-------|---------|-------|
| | | LOS | Delay | LOS | Delay |
| E. Williams St./State St. | SB | C | 24.8 | C | 22.8 |

PROJECT GENERATED TRAFFIC

Project Description

The project is located on the northwest corner of the E. William Street/State Street intersection north of the United Federal Credit Union. The project location is shown in **Figure 1** and the site plan is provided in **Figure 2**. The project consists of up to 107 townhome units.

Trip Generation

Trip generation rates for the proposed project were calculated using the *Trip Generation Manual, 9th Edition*, published by the Institute of Transportation Engineers.

Table 3 provides the Daily, AM Peak Hour, and PM Peak Hour trip generation calculations for the proposed project based on the ITE Trip Generation Manual.

Table 3: Project Trip Generation Estimates

| ITE Land Use | Size | Daily | AM Peak | | | PM Peak | | |
|---|--------------------|-------|---------|----|-----|---------|----|-----|
| | | | Total | In | Out | Total | In | Out |
| 230 - Residential Condominium/Townhouse | 107 Dwelling Units | 682 | 55 | 9 | 46 | 64 | 43 | 21 |
| TOTAL | | 682 | 55 | 9 | 46 | 64 | 43 | 21 |

As shown in **Table 3**, applying the ITE Trip Generation Manual trip rates, the proposed project is anticipated to generate 682 total daily trips, 55 total AM peak hour trips (9 inbound and 46 outbound), and 64 total PM peak hour trips (43 inbound and 21 outbound).

Trip Distribution and Assignment

Traffic generated by the project was distributed to the adjacent road network based on the location of the project, relative locations of major activity centers, and local roadway connections. The following trip distribution percentages were used for distributing the project traffic:

- 45% to/from the east via E. William Street
- 45% to/from the west via E. William Street
- 10% to/from the north via State Street

Project generated trips were assigned to the adjacent roadway system based on the distribution outlined above. The project trip assignment is shown on **Figure 4**, attached.

Project Access

Two access points are proposed for the project on the west side of State Street. The driveway locations are shown in **Figure 2**. Both driveways are assumed to be a full access intersections allowing for all the possible movements with STOP control on the project driveways.

PLUS PROJECT CONDITIONS

Traffic Volumes

Plus project traffic volumes were developed by adding the project generated trips (**Figure 4**) to the baseline traffic volumes (**Figure 3**) and are shown on **Figure 5**, attached. The "Plus Project" condition Peak Hour Factors (PHF) and travel patterns were assumed to remain the same as baseline conditions.

Intersection Level of Service Analysis

Table 4 presents the level of service analysis summary for “Plus Project” scenario. Detailed calculation sheets are provided in **Appendix B**, attached.

Table 4: Plus Project Intersection Level of Service Summary

| Intersection | Worst Approach | AM Peak | | PM Peak | |
|---------------------------|----------------|---------|-------|---------|-------|
| | | LOS | Delay | LOS | Delay |
| E. Williams St./State St. | SB | D | 33.2 | D | 25.8 |

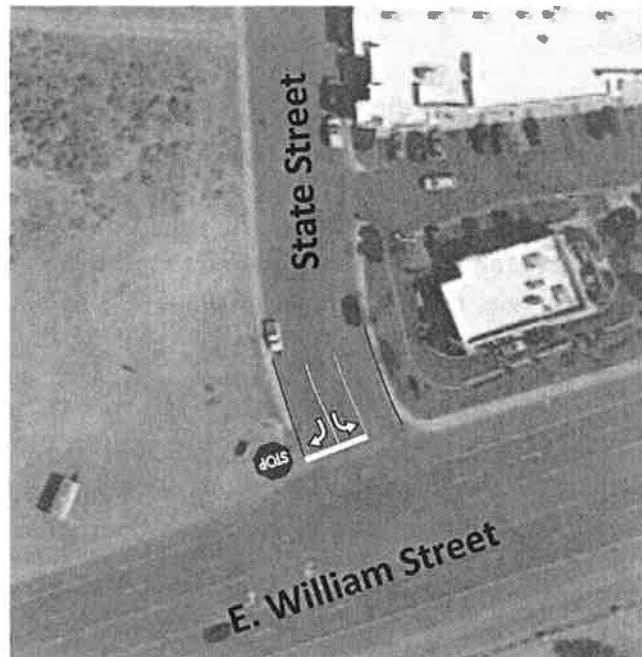
As shown in **Table 4**, the study intersection is anticipated to operate at acceptable level of service conditions with the addition of the project traffic. The increase in delay is less than 9 seconds per vehicle during the AM peak hour and less than 4 seconds per vehicle during the PM peak hour.

E. William Street/State Street Intersection

As shown in **Table 4**, the E. William Street/State Street intersection will operate at acceptable level of service conditions with the project traffic. During the AM peak hour the average delay is approaching the threshold of transitioning from LOS “D” to LOS “E” (1.8 seconds per vehicle remaining before reaching the threshold).

Once policy LOS is exceeded, one of the options to improve intersection operations would be to add a signal at the intersection. However, this is not recommended due its close proximity to the signal at N. Saliman Road (less than 600 feet). Closely spaced traffic signals are difficult to coordinate and could cause

undue delay for through traffic on E. William Street. Traffic from State Street wanting to make a southbound left-turn movement at a signal can easily travel to the signal on N. Saliman Road via E. Long Street.



**Exhibit 1. E. William Street/State Street
Optional Configuration**

The traffic operations at this intersection can be better improved, when needed, by striping exclusive southbound left-turn and right-turn pockets on State Street, as shown in **Exhibit 1**. The existing roadway width on State Street would allow for restriping without having to widen the roadway. Red curb would need to be provided adjacent to these turn lanes. Although, this improvement is not absolutely necessary at this time, it is recommended in the future when the southbound approach delay reaches LOS "E".

CONCLUSIONS & RECOMMENDATIONS

The following is a list of our key findings and recommendations:

- The E. William Street/State Street intersection currently operates at LOS "C" during both the AM and PM peak hours.
- Two access points are proposed for the project on State Street. The driveways should be a full access intersections allowing for all possible movements with STOP control on the driveways.
- The study intersection is anticipated to operate at acceptable level of service conditions (LOS "D" or better) during both the AM and PM peak hours with the addition of the project traffic.
- No mitigations are needed as the study intersection operates at acceptable LOS conditions with the addition of the project traffic.
- Since the southbound approach to E. William Street is approaching LOS"E", minor improvements may be needed in the near future. The traffic operations at this intersection can be improved, when needed, by striping exclusive southbound left-turn and right-turn pockets on State Street. The existing roadway width on State Street would allow for restriping without having to widen the roadway. Red curb would need to be provided adjacent to these turn lanes.

Study Intersection

① E. William St./State St.

Project Site

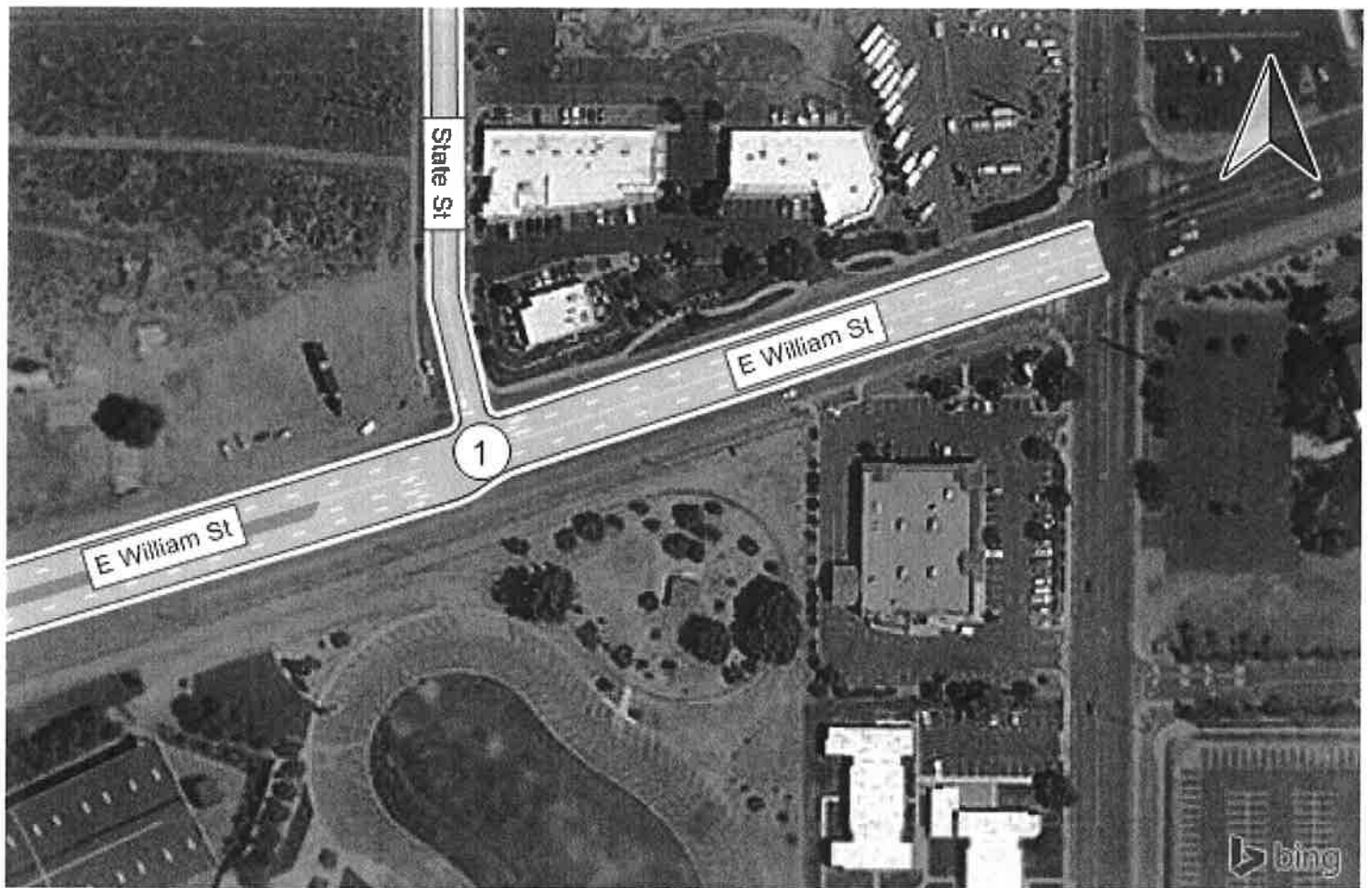
State St.

E. William St.

1

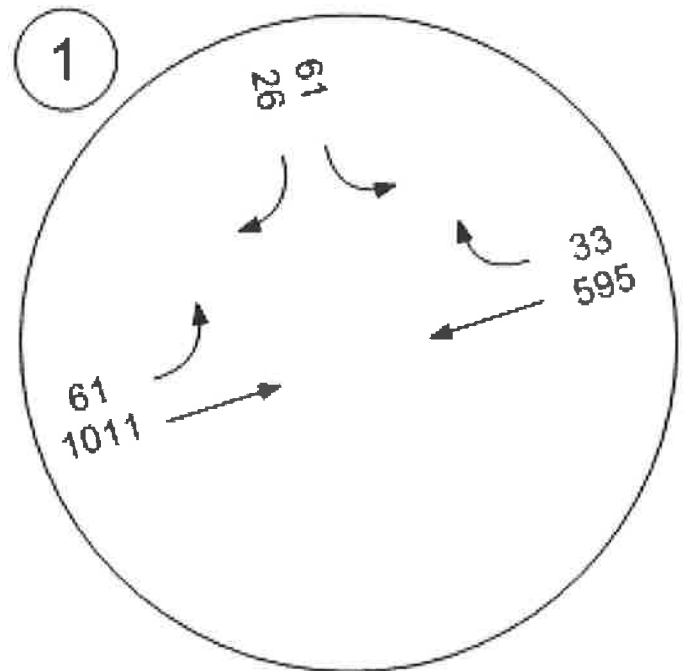
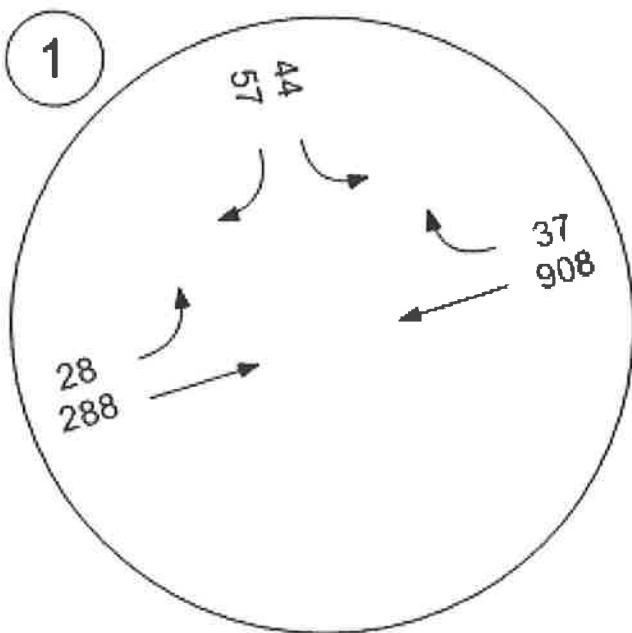


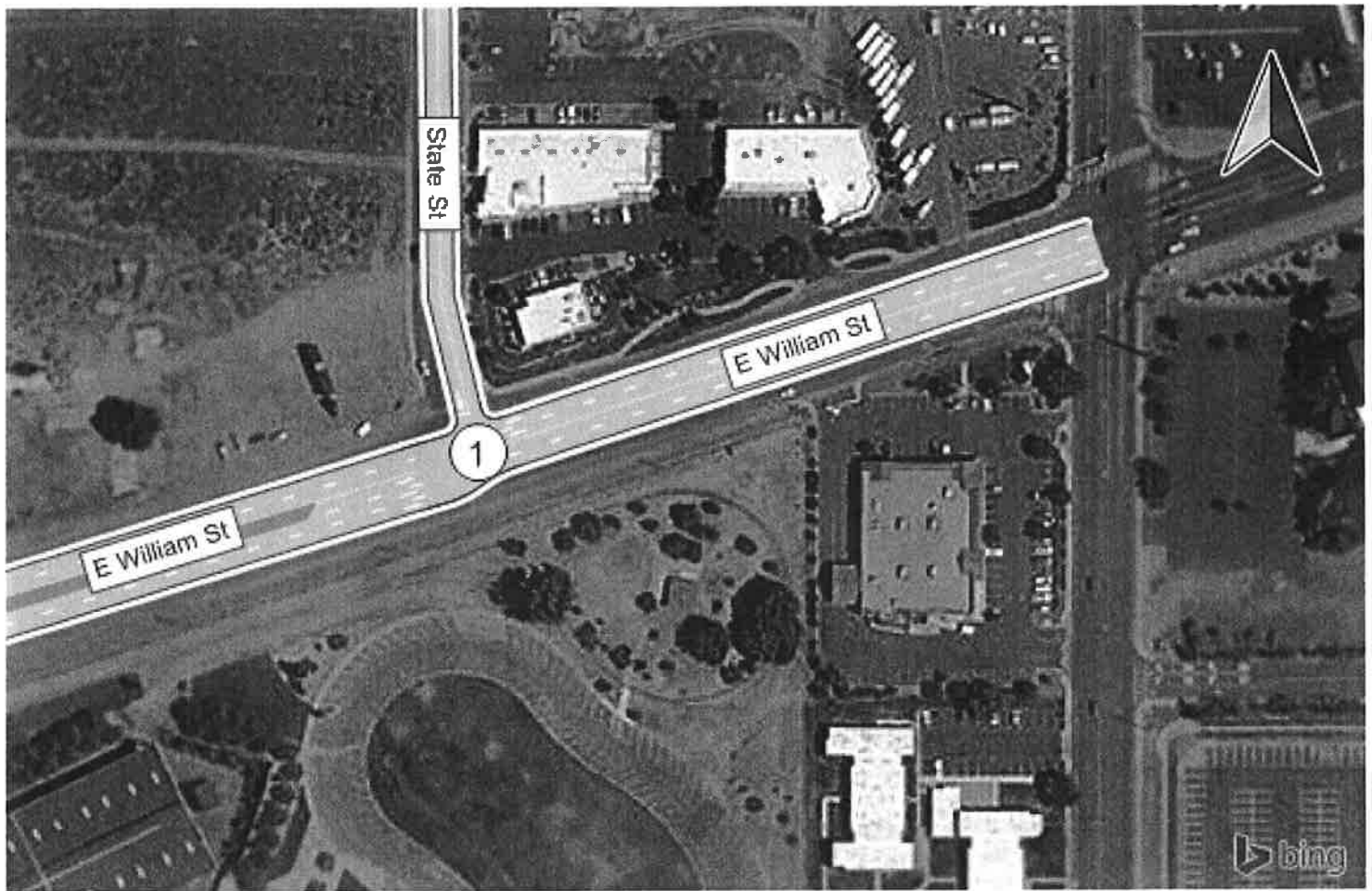
Figure 2
MILLS LANDING TOWNHOUSES
TRAFFIC IMPACT STUDY
Site Plan



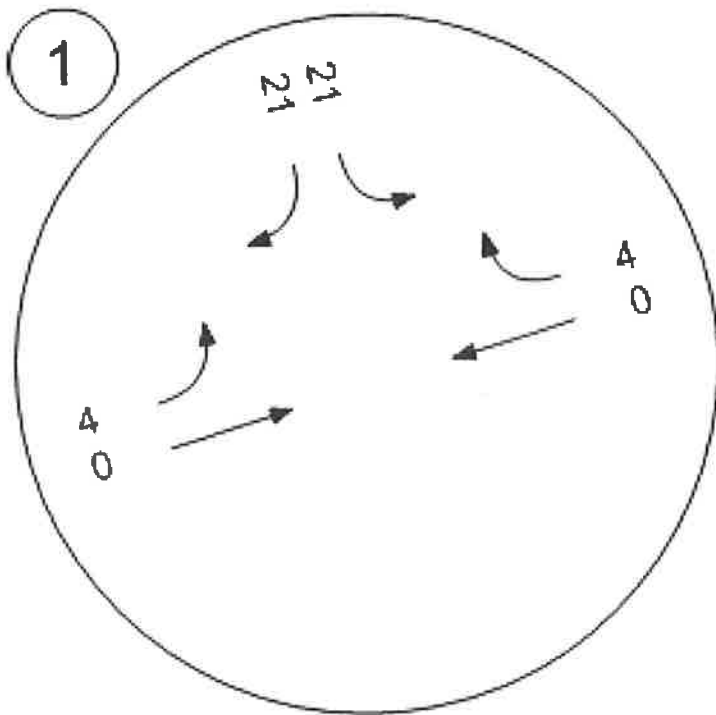
AM Peak

PM Peak

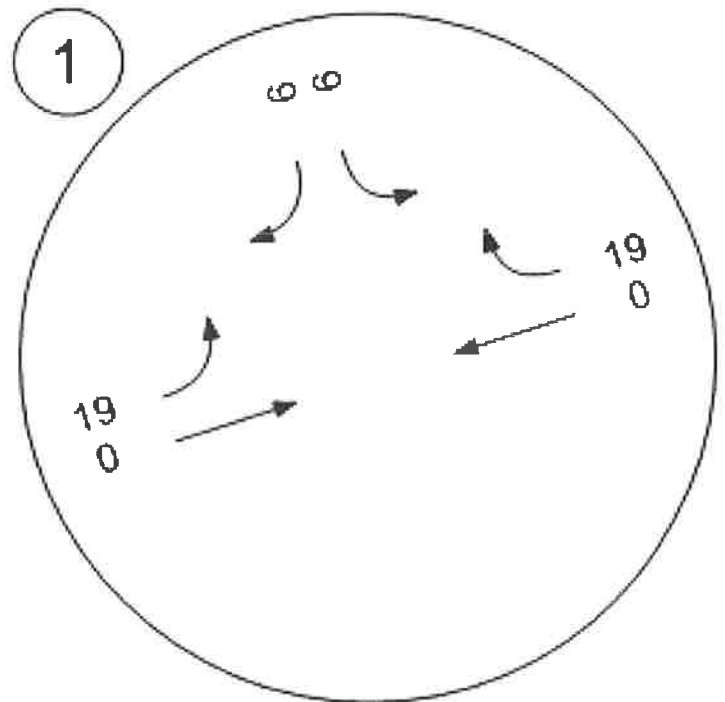


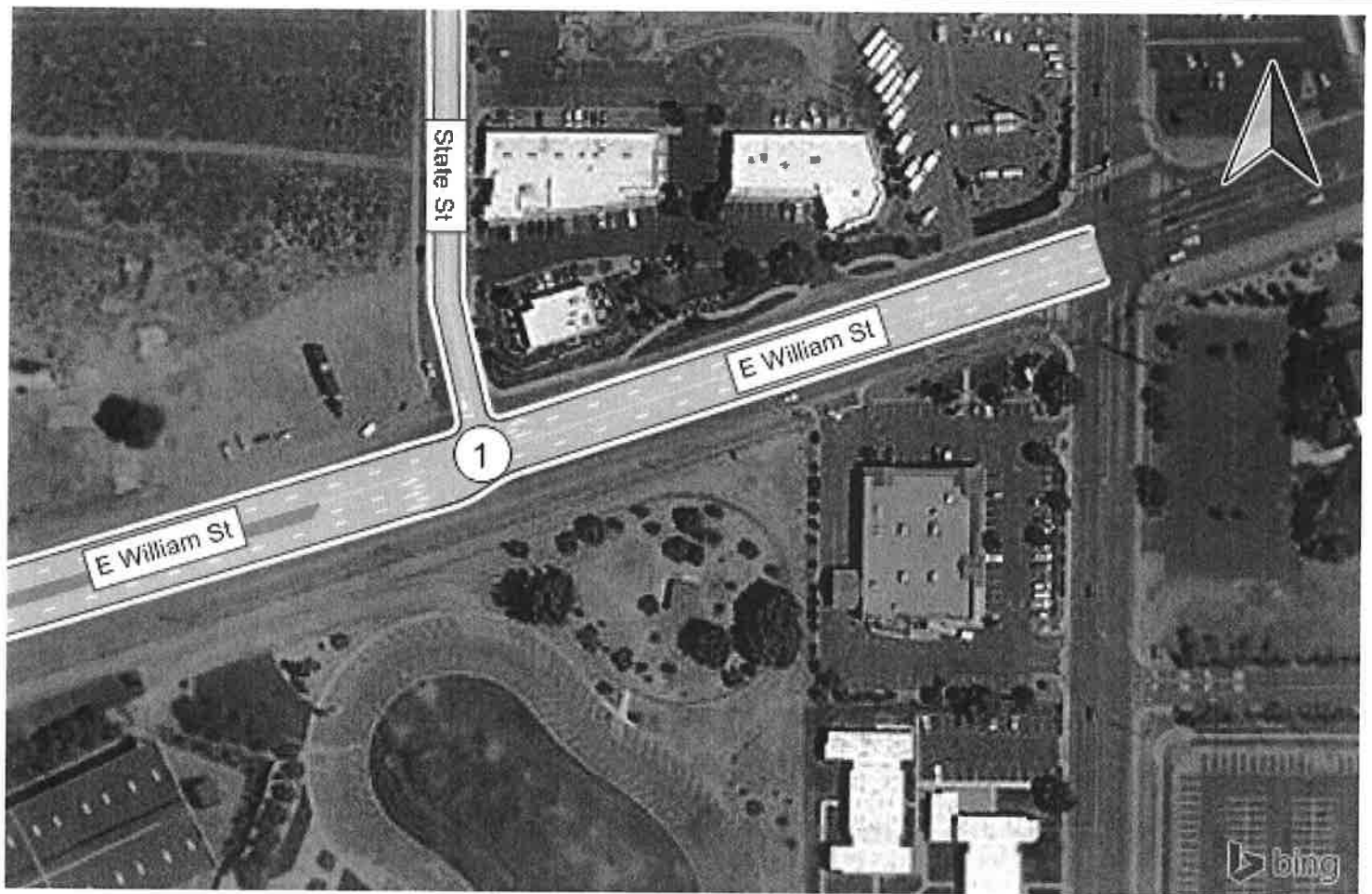


AM Peak

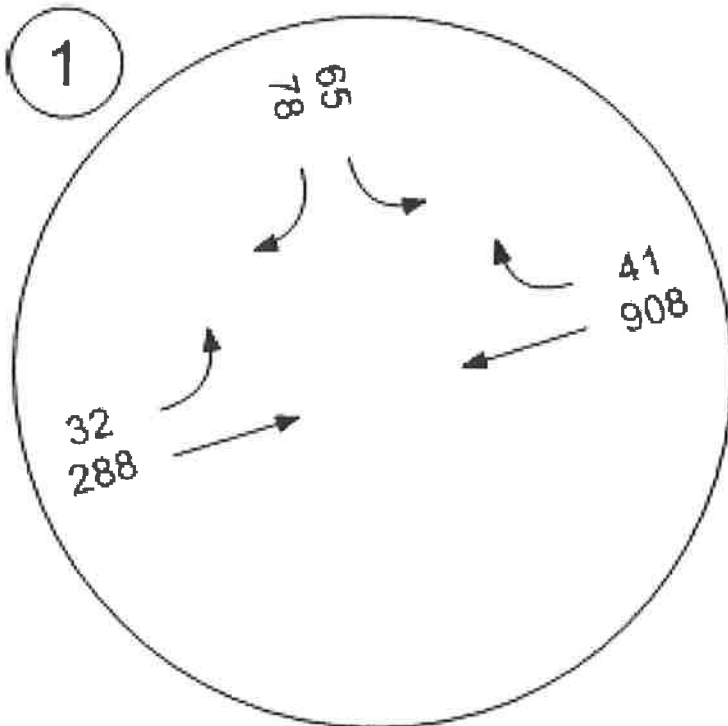


PM Peak

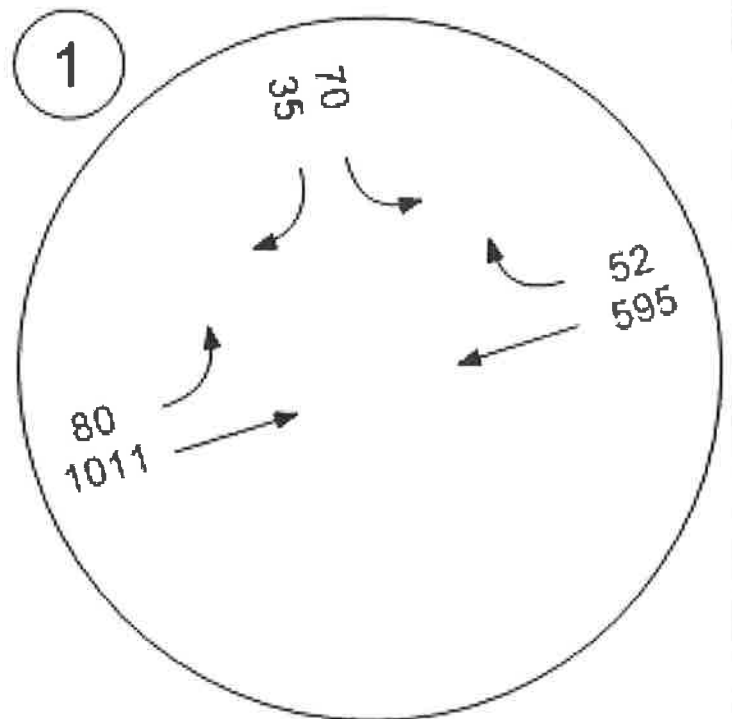




AM Peak



PM Peak



Appendix A

Baseline Conditions LOS Calculations

Intersection

Int Delay, s/veh 2.1

| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Traffic Vol, veh/h | 28 | 288 | 908 | 37 | 44 | 57 |
| Future Vol, veh/h | 28 | 288 | 908 | 37 | 44 | 57 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 100 | - | - | - | 0 | - |
| Veh in Median Storage, # | - | 0 | 0 | - | 0 | - |
| Grade, % | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 80 |
| Heavy Vehicles, % | 1 | 1 | 1 | 1 | 1 | 1 |
| Mvmt Flow | 35 | 360 | 1135 | 46 | 55 | 71 |

| Major/Minor | Major1 | Major2 | Minor2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 1181 | 0 | 1408 |
| Stage 1 | - | - | 1158 |
| Stage 2 | - | - | 250 |
| Critical Hdwy | 4.12 | - | 6.82 |
| Critical Hdwy Stg 1 | - | - | 5.82 |
| Critical Hdwy Stg 2 | - | - | 5.82 |
| Follow-up Hdwy | 2.21 | - | 3.51 |
| Pot Cap-1 Maneuver | 593 | - | 131 |
| Stage 1 | - | - | 263 |
| Stage 2 | - | - | 771 |
| Platoon blocked, % | - | - | - |
| Mov Cap-1 Maneuver | 593 | - | 123 |
| Mov Cap-2 Maneuver | - | - | 216 |
| Stage 1 | - | - | 263 |
| Stage 2 | - | - | 725 |

| Approach | EB | WB | SB |
|----------------------|----|----|------|
| HCM Control Delay, s | 1 | 0 | 24.8 |
| HCM LOS | | | C |

| Minor Lane/Major Mvmt | EBL | EBT | WBT | WBR | SBLn1 |
|-----------------------|-------|-----|-----|-----|-------|
| Capacity (veh/h) | 593 | - | - | - | 306 |
| HCM Lane V/C Ratio | 0.059 | - | - | - | 0.413 |
| HCM Control Delay (s) | 11.5 | - | - | - | 24.8 |
| HCM Lane LOS | B | - | - | - | C |
| HCM 95th %tile Q(veh) | 0.2 | - | - | - | 1.9 |

| Intersection | |
|------------------|-----|
| Int Delay, s/veh | 1.4 |

| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Traffic Vol, veh/h | 61 | 1011 | 595 | 33 | 61 | 26 |
| Future Vol, veh/h | 61 | 1011 | 595 | 33 | 61 | 26 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 100 | - | - | - | 0 | - |
| Veh in Median Storage, # | - | 0 | 0 | - | 0 | - |
| Grade, % | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 86 | 86 | 86 | 86 | 86 | 86 |
| Heavy Vehicles, % | 1 | 1 | 1 | 1 | 1 | 1 |
| Mvmt Flow | 71 | 1176 | 692 | 38 | 71 | 30 |

| Major/Minor | Major1 | Major2 | Minor2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 730 | 0 | 1441 |
| Stage 1 | - | - | 711 |
| Stage 2 | - | - | 730 |
| Critical Hdwy | 4.12 | - | 6.82 |
| Critical Hdwy Stg 1 | - | - | 5.82 |
| Critical Hdwy Stg 2 | - | - | 5.82 |
| Follow-up Hdwy | 2.21 | - | 3.51 |
| Pot Cap-1 Maneuver | 877 | - | 125 |
| Stage 1 | - | - | 450 |
| Stage 2 | - | - | 440 |
| Platoon blocked, % | - | - | - |
| Mov Cap-1 Maneuver | 877 | - | 115 |
| Mov Cap-2 Maneuver | - | - | 247 |
| Stage 1 | - | - | 450 |
| Stage 2 | - | - | 404 |

| Approach | EB | WB | SB |
|----------------------|-----|----|------|
| HCM Control Delay, s | 0.5 | 0 | 22.8 |
| HCM LOS | | | C |

| Minor Lane/Major Mvmt | EBL | EBT | WBT | WBR | SBLn1 |
|-----------------------|-------|-----|-----|-----|-------|
| Capacity (veh/h) | 877 | - | - | - | 302 |
| HCM Lane V/C Ratio | 0.081 | - | - | - | 0.335 |
| HCM Control Delay (s) | 9.5 | - | - | - | 22.8 |
| HCM Lane LOS | A | - | - | - | C |
| HCM 95th %tile Q(veh) | 0.3 | - | - | - | 1.4 |

Appendix B

Plus Project LOS Calculations

Intersection

Int Delay, s/veh 3.6

| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Traffic Vol, veh/h | 32 | 288 | 908 | 41 | 65 | 78 |
| Future Vol, veh/h | 32 | 288 | 908 | 41 | 65 | 78 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 100 | - | - | - | 0 | - |
| Veh in Median Storage, # | - | 0 | 0 | - | 0 | - |
| Grade, % | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 80 |
| Heavy Vehicles, % | 1 | 1 | 1 | 1 | 1 | 1 |
| Mvmt Flow | 40 | 360 | 1135 | 51 | 81 | 98 |

| Major/Minor | Major1 | | Major2 | | Minor2 | |
|----------------------|--------|---|--------|---|--------|------|
| Conflicting Flow All | 1186 | 0 | - | 0 | 1421 | 593 |
| Stage 1 | - | - | - | - | 1161 | - |
| Stage 2 | - | - | - | - | 260 | - |
| Critical Hdwy | 4.12 | - | - | - | 6.82 | 6.92 |
| Critical Hdwy Stg 1 | - | - | - | - | 5.82 | - |
| Critical Hdwy Stg 2 | - | - | - | - | 5.82 | - |
| Follow-up Hdwy | 2.21 | - | - | - | 3.51 | 3.31 |
| Pot Cap-1 Maneuver | 590 | - | - | - | 128 | 451 |
| Stage 1 | - | - | - | - | 262 | - |
| Stage 2 | - | - | - | - | 763 | - |
| Platoon blocked, % | | - | - | - | | |
| Mov Cap-1 Maneuver | 590 | - | - | - | 119 | 451 |
| Mov Cap-2 Maneuver | - | - | - | - | 214 | - |
| Stage 1 | - | - | - | - | 262 | - |
| Stage 2 | - | - | - | - | 711 | - |

| Approach | EB | WB | SB |
|----------------------|-----|----|------|
| HCM Control Delay, s | 1.2 | 0 | 33.2 |
| HCM LOS | | | D |

| Minor Lane/Major Mvmt | EBL | EBT | WBT | WBR | SBLn1 |
|-----------------------|-------|-----|-----|-----|-------|
| Capacity (veh/h) | 590 | - | - | - | 300 |
| HCM Lane V/C Ratio | 0.068 | - | - | - | 0.596 |
| HCM Control Delay (s) | 11.5 | - | - | - | 33.2 |
| HCM Lane LOS | B | - | - | - | D |
| HCM 95th %tile Q(veh) | 0.2 | - | - | - | 3.6 |

Intersection

Int Delay, s/veh 1.9

| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Traffic Vol, veh/h | 80 | 1011 | 595 | 52 | 70 | 35 |
| Future Vol, veh/h | 80 | 1011 | 595 | 52 | 70 | 35 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 100 | - | - | - | 0 | - |
| Veh in Median Storage, # | - | 0 | 0 | - | 0 | - |
| Grade, % | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 86 | 86 | 86 | 86 | 86 | 86 |
| Heavy Vehicles, % | 1 | 1 | 1 | 1 | 1 | 1 |
| Mvmt Flow | 93 | 1176 | 692 | 60 | 81 | 41 |

| Major/Minor | Major1 | Major2 | Minor2 |
|----------------------|--------|--------|-----------|
| Conflicting Flow All | 752 0 | - 0 | 1496 376 |
| Stage 1 | - - | - - | 722 - |
| Stage 2 | - - | - - | 774 - |
| Critical Hdwy | 4.12 - | - - | 6.82 6.92 |
| Critical Hdwy Stg 1 | - - | - - | 5.82 - |
| Critical Hdwy Stg 2 | - - | - - | 5.82 - |
| Follow-up Hdwy | 2.21 - | - - | 3.51 3.31 |
| Pot Cap-1 Maneuver | 860 - | - - | 115 624 |
| Stage 1 | - - | - - | 445 - |
| Stage 2 | - - | - - | 418 - |
| Platoon blocked, % | - - | - - | - - |
| Mov Cap-1 Maneuver | 860 - | - - | 103 624 |
| Mov Cap-2 Maneuver | - - | - - | 232 - |
| Stage 1 | - - | - - | 445 - |
| Stage 2 | - - | - - | 373 - |

| Approach | EB | WB | SB |
|----------------------|-----|----|------|
| HCM Control Delay, s | 0.7 | 0 | 25.8 |
| HCM LOS | | | D |

| Minor Lane/Major Mvmt | EBL | EBT | WBT | WBR | SBLn1 |
|-----------------------|-------|-----|-----|-----|-------|
| Capacity (veh/h) | 860 | - | - | - | 293 |
| HCM Lane V/C Ratio | 0.108 | - | - | - | 0.417 |
| HCM Control Delay (s) | 9.7 | - | - | - | 25.8 |
| HCM Lane LOS | A | - | - | - | D |
| HCM 95th %tile Q(veh) | 0.4 | - | - | - | 2 |

Appendix F

| NO. | DATE | REVISIONS |
|-----|---------|----------------------|
| 1 | 10/1/00 | ISSUED FOR PERMIT |
| 2 | 10/1/00 | REVISED FOR COMMENTS |
| 3 | 10/1/00 | REVISED FOR COMMENTS |
| 4 | 10/1/00 | REVISED FOR COMMENTS |
| 5 | 10/1/00 | REVISED FOR COMMENTS |
| 6 | 10/1/00 | REVISED FOR COMMENTS |
| 7 | 10/1/00 | REVISED FOR COMMENTS |
| 8 | 10/1/00 | REVISED FOR COMMENTS |
| 9 | 10/1/00 | REVISED FOR COMMENTS |
| 10 | 10/1/00 | REVISED FOR COMMENTS |

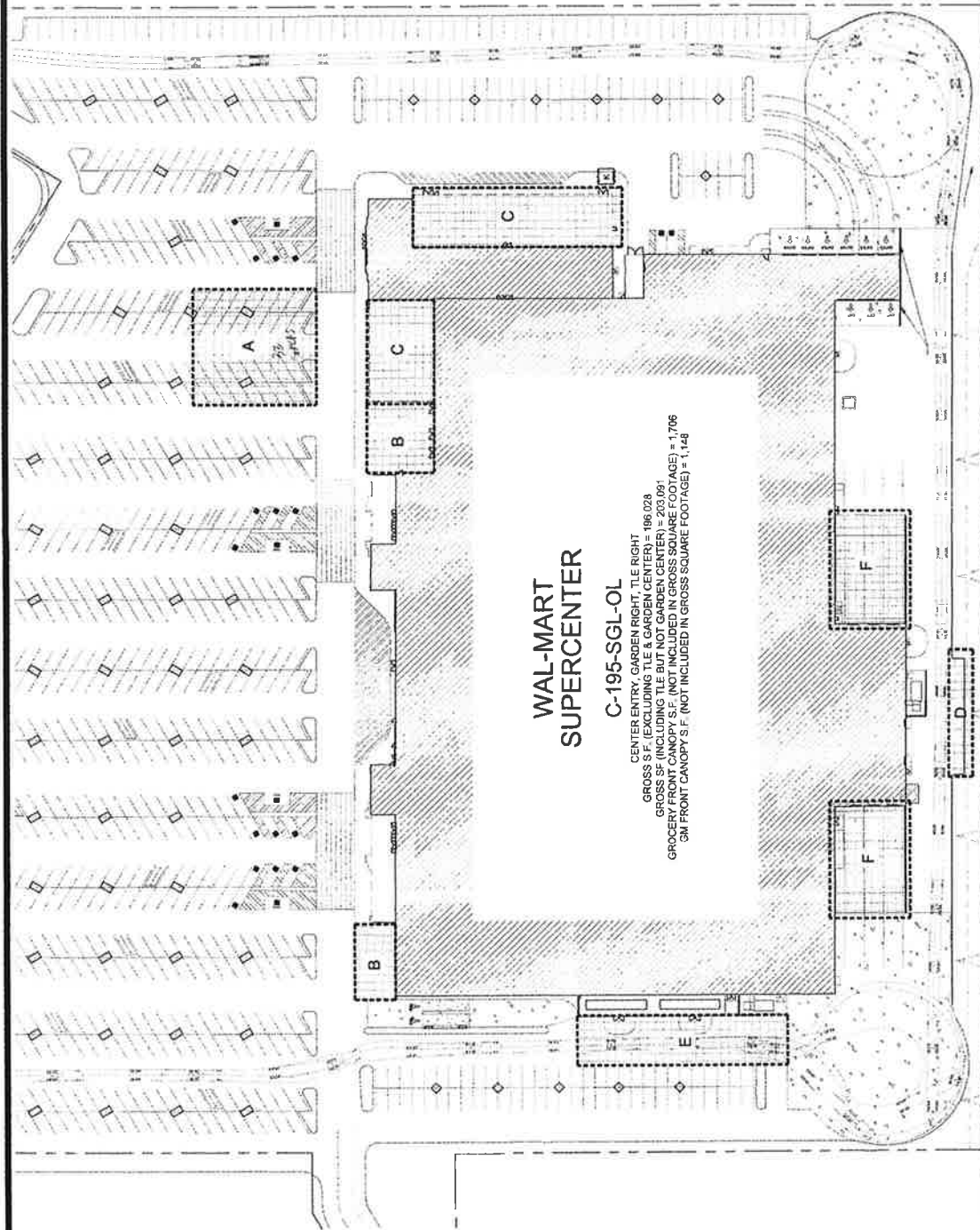
Planning / Civil Engineering / Surveying
 10000 W. 10th Ave., Suite 100
 Denver, CO 80202
 Tel: 303.733.1100
 Fax: 303.733.1101
 E-mail: info@enr.com



SPECIAL USE PERMIT
 DEVELOPMENT PLANS
 OUTSIDE SALES, STORAGE
 AND DELIVERY PLAN

EAST COLLEGE MARKETPLACE
 CARSON CITY, NEVADA
 BERNHARD FAMILY TRUST
 CARSON CITY, NEVADA

PROJECT NO. 00-0000
 SHEET NO. 00-0000
 DATE 10/1/00
 SCALE 1" = 100'
 DRAWN BY: J. B. BOSTER
 CHECKED BY: J. B. BOSTER
 DATE 10/1/00
 SHEET NO. 00-0000
 PROJECT NO. 00-0000



WAL-MART SUPERCENTER

C-195-SGL-OL

CENTER ENTRY, GARDEN RIGHT, TLE RIGHT
 GROSS S.F. INCLUDING TLE & GARDEN CENTER 1,060,028
 GROSS S.F. INCLUDING TLE & GARDEN CENTER 1,060,028
 GROSS FRONT CANOPY S.F. (NOT INCLUDED IN GROSS SQUARE FOOTAGE) = 1,706
 GROSS FRONT CANOPY S.F. (NOT INCLUDED IN GROSS SQUARE FOOTAGE) = 1,148



VICINITY MAP

| DESIGNATION | USE |
|-------------|--|
| A | IMMEDIATE OUTDOOR GARDEN CENTER, SPACE SALES AND DELIVERY AREA |
| B | OUTDOOR DISPLAY AREA |
| C | OUTDOOR GARDEN CENTER |
| D | SALE AND DELIVERY PICKUP AREA |
| E | TRUCK CUE AREA - TRUCK CUE AREA WHEN DOCK IN USE |
| F | RECEIVING AREA - TRUCK UNLOADING AND STORAGE OF MERCHANDISE TURNED OFF CURBING INCLUDING |



Sup-B-168

SP-2

3 OF 4 SHEETS



GEOTECHNICAL REPORT UPDATE

MILLS LANDING TOWNHOUSES
CARSON CITY, NEVADA

ENGEO

Expect Excellence

Submitted to:

Mr. Rob McFadden
State Street Development LLC
500 Mountain Street
Carson City, NV 89703

Prepared by:

ENGEO Incorporated

April 29, 2016

Project No:

7217.000.000

Copyright © 2015 by ENGEO Incorporated. This document may not be reproduced in whole or in part by any means whatsoever, nor may it be quoted or excerpted without the express written consent of ENGEO Incorporated.



— Expect Excellence —

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

Project No.
7217.000.000

April 29, 2016

Mr. Rob McFadden
State Street Development LLC
500 Mountain Street
Carson City, NV 89703

Subject: Mills Landing Townhouses (formerly State Street)
Carson City, Nevada

GEOTECHNICAL REPORT UPDATE

- References:
1. ENGEO; Geotechnical Report for State Street Project, Carson City, Nevada; May 18, 2006.
 2. ENGEO; Supplemental Geotechnical Recommendations for Residential Foundations, Mills Landing, State Street at East Williams Street, Carson City, Nevada; January 17, 2007.

Dear Mr. McFadden:

As requested, we prepared this geotechnical report update in accordance with our contract dated March 28, 2016. The purpose of this update was to check that our previous geotechnical recommendations remain applicable and to provide updated recommendations as necessary. As you know, we prepared the original geotechnical report for the project in 2006 along with supplemental recommendation is 2007 (Reference 1 and 2). We also performed geotechnical testing and observation services during site grading of the northeastern portion of the site in December of 2006. The 2006 geotechnical report and 2007 supplemental recommendations are attached in the appendices of this update.

In preparation of this update, we reviewed our previous geotechnical documents and the Conceptual Layout for Mills Landing Townhouses by Manhard Consulting Ltd., dated February 23, 2016.

PROJECT DESCRIPTION

The site is located at the northwest corner of State Street and Lincoln Highway in Carson City, Nevada. When we prepared our 2006 geotechnical report for the subject site (formerly State Street), the site included an approximately 7.7-acre parcel for residential development and an approximately 2.4-acre parcel for commercial development. The previously proposed residential development included approximately 100 one- and two-story single-family houses. Based on conversations with you and review of the Conceptual Layout, we understand that the new project (now Mill Landing

Townhouses) will include 107 townhouses, parking structures, new streets, utilities and other associated infrastructure improvements. The townhouses will be two-story structures clustered in groups of two, three, four, and five units on a single foundation. The site boundary includes the 7.7-acre residential portion of the previously proposed State Street development. We understand the subject project will not include the southerly 2.4-acre parcel that was formerly proposed for commercial development.

SITE CONDITIONS

We visited the site on April 25, 2016, to observe the current surface conditions. During our site visit, we observed:

- The ground surface covered by some shrubs less than 2 feet tall and several trees, mostly on the western portion of the site.
- The western-central portion of the site appeared to be grubbed with most of the shrubs removed. The roots, stems, and some grasses remained.
- Sparse trash scattered on the site.
- The fill area graded in 2006 located on the northeastern portion of the site appeared to be approximately 2 feet tall with a tree near the middle of the fill area.
- Rockery wall located under some large trees near the northwestern boundary of the site.
- Power lines crossed the southern portion of the site in an east-west direction.

Photos from our site visit are shown below.



Photo 1: View looking west from central portion of site



Photo 2: Grubbed portion of site



Photo 3: Fill pad

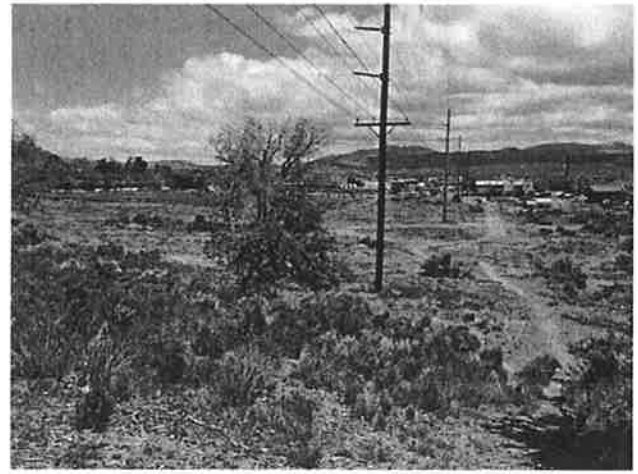


Photo 4: View looking east from western boundary

CONCLUSIONS

Based on our document review and site observations, it is our opinion that the findings, conclusions, and recommendations from the referenced ENGEO documents remain valid for the project with the following supplemental recommendations.

Active Faulting

As described in our previous report, the Carson City Fault (considered active), borders the northwestern portion of the site. The 2012 Northern Nevada Amendments to the 2012 International Building Code (IBC) references *Guidelines for Evaluating Potential Surface Fault Rupture/Land Subsidence Hazards in Nevada* by the Nevada Bureau of Mines and Geology (NBMG). These guidelines recommend a minimum 50-foot setback distance for occupied structures from Holocene active faults.

We explored the fault with two trenches in 2006 and reviewed previous fault trenches at the site performed by others. We observed the fault dipping steeply to the south-southeast with a relatively well-defined zone of surface rupture close to the main fault trace. Our trenches were excavated well beyond the primary fault zone toward the area of proposed development. Based on the results of our trenching, we recommended a minimum 25-foot building setback from the fault trace as shown in Figure 1 and a reinforced building zone from 25 to 75 feet from the fault trace. Although appearing less stringent than the guidelines set forth by NBMG, in our opinion, the 25-foot setback combined with the building reinforced zone provides comparable reduction in the risk of fault rupture impacting the habitable structures. Section 3.1 and 4.1 of our 2006 geotechnical report provide recommendations for the reinforced building zone. We recommend modifying the 2006 recommendations by replacing the uniaxial geogrid with Mirafi BXG120 biaxial geogrid or equivalent.

Site Clearing

Areas to be developed, including the existing fill pad, should be cleared of surface and subsurface deleterious materials, including existing building foundations, slabs, buried utility and irrigation lines, pavements, debris, and designated trees, shrubs, and associated roots. Site clearing should be performed in accordance with the earthwork recommendations in our 2006 geotechnical report.

2012 IBC Seismic Design Parameters

We provide the 2012 IBC seismic design parameters for the site in Table 1 below.

TABLE 1
2012 IBC Seismic Design Parameters
Latitude: 39.172953 Longitude: -119.754936

| Parameter | Value |
|---|-------|
| Site Class | D |
| Mapped MCE_R Spectral Response Acceleration at Short Periods, S_S (g) | 2.42 |
| Mapped MCE_R Spectral Response Acceleration at 1-second Period, S_1 (g) | 0.86 |
| Site Coefficient, F_A | 1.00 |
| Site Coefficient, F_V | 1.50 |
| MCE_R Spectral Response Acceleration at Short Periods, S_{MS} (g) | 2.42 |
| MCE_R Spectral Response Acceleration at 1-second Period, S_{M1} (g) | 1.30 |
| Design Spectral Response Acceleration at Short Periods, S_{DS} (g) | 1.61 |
| Design Spectral Response Acceleration at 1-second Period, S_{D1} (g) | 0.86 |

Post-Tensioned Mat Foundations

We recommend that post-tensioned (PT) mats be approximately 10 inches thick or greater and have a thickened edge at least 2 inches greater than the mat thickness. The Structural Engineer should determine the actual PT mat thickness using the geotechnical recommendations in this report; we defer to the professional judgment of the Structural Engineer on the necessary mat thickness. ENGEO should be retained to review the PT mat foundation design. We recommend that the thickened edge be at least 12 inches wide.

PT mats may be designed for an average allowable bearing pressure of up to 1,000 pounds per square foot (psf) for dead-plus-live loads with maximum localized bearing pressures of 1,500 psf at column or wall loads. Allowable bearing pressures can be increased by one-third for wind or seismic loads. Design PT mats using the criteria presented in Table 2 below. This design is based on moderate to highly expansive clay conditions, which in our opinion will provide for a sufficiently rigid mat that can redistribute potential ground deformations associated with nearby fault rupture.

TABLE 2
Post-Tensioned Mat Design Recommendations

| Condition | Center Lift | Edge Lift |
|--|-------------|-----------|
| Edge Moisture Variation Distance, e_m (feet) | 7.2 | 3.7 |
| Differential Soil Movement, y_m (inches) | 1.3 | 1.5 |

The above values are based on the procedure presented by the Post-Tensioning Institute "Design of Post-Tensioned Slabs-on-Ground" Third Edition, including appropriate addenda (2004). These values do not include effects from frost heave; the structural engineer should account for frost heave effects in the PT mat design per the 2012 Northern Nevada Amendments of the IBC Section 1808.6.1, excerpted below:

Post-tensioned slabs shall not be utilized in place of frost depth footing design unless super structure deflection and differential movement calculations are provided. The deflection calculations would need to show that the maximum combined frost and expansive soil heaving, as localized at slab edges, with resultant non-uniformly distributed deflections, as well as whole slab deflections would not result in super structure racking or excessive truss, roof or wall frame movement

Underlay PT mats with a moisture reduction system as recommended below:

1. Install a vapor retarder membrane directly beneath the slab. Seal the vapor retarder at all seams and pipe penetrations. Vapor retarders shall conform to Class A vapor retarder in accordance with ASTM E 1745-11 "Standard Specification for Plastic Water Vapor Retarders used in Contact with Soil or Granular Fill under Concrete Slabs".
2. Concrete shall have a concrete water-cement ratio of no more than 0.50.
3. Provide inspection and testing during concrete placement to check that the proper concrete and water cement ratio are used.

Moist cure slabs for a minimum of 3 days or use other equivalent curing specific by the structural engineer.

The structural engineer should be consulted as to the use of a layer of clean sand or pea gravel (less than 5 percent passing the U.S. Standard No. 200 Sieve) placed on top of the vapor retarder membrane to assist in concrete curing.

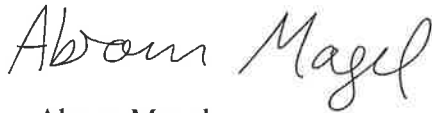
CLOSURE

We strived to perform our professional services in accordance with generally accepted geotechnical engineering principles and practices currently employed in the area; no warranty is expressed or implied. If changes occur in the nature or design of the project, we should be allowed to review this document and provide additional recommendations, if any.

If you have any questions or comments regarding this geotechnical report update, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated



Abram Magel
am/mmg/bvv



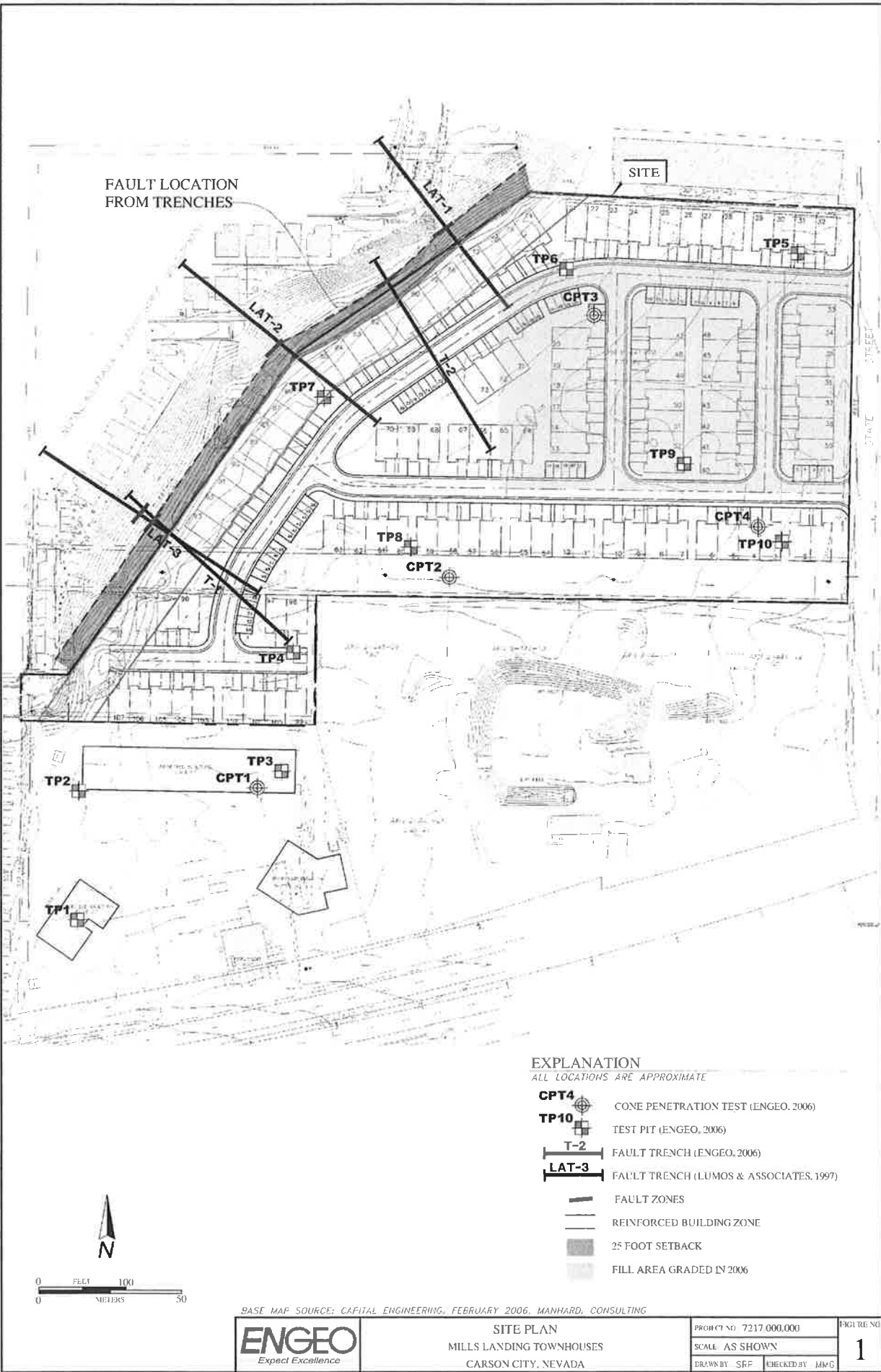
Mark M. Gilbert, CE



- Attachments:
- Figure 1 - Site Plan
 - Appendix A - ENGEO; Geotechnical Report for State Street Project, Carson City, Nevada; May 18, 2006.
 - Appendix B - ENGEO; Supplemental Geotechnical Recommendations for Residential Foundations, Mills Landing, State Street at East Williams Street, Carson City, Nevada; January 17, 2007.

FIGURE

Site Plan



APPENDIX A

**ENGEO; Geotechnical Report for State Street Project
Carson City, Nevada; May 18, 2006.**

Project No.
7217.7.001.01

May 18, 2006

Mr. Bob Peterson
Landmark Communities
985 Damonte Ranch Parkway, Suite 300
Reno, NV 98521

Subject: State Street Project
Carson City, Nevada

GEOTECHNICAL REPORT

Dear Mr. Peterson:

ENGEO Incorporated prepared this geotechnical report for the State Street Project as outlined in our agreement dated April 19, 2006. We characterized the subsurface conditions at the site to provide the enclosed geotechnical recommendations for design.

Our experience and that of our profession clearly indicates that the risk of costly design, construction, and maintenance problems can be significantly lowered by retaining the design geotechnical engineering firm to review the project plans and specifications and provide geotechnical observation and testing services during construction. Please let us know when working drawings are nearing completion, and we will be glad to discuss these additional services with you.

If you have any questions or comments regarding this report, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated

Reviewed by:



Steve R. Crenshaw
Project Geologist



Mark M. Gilbert, PE
Principal

GEOTECHNICAL REPORT

STATE STREET PROJECT

CARSON CITY, NEVADA

SUBMITTED

TO

LANDMARK COMMUNITIES

RENO, NEVADA

PREPARED

BY

ENGEO INCORPORATED

PROJECT NO. 7217.7.001.01



Steve Crenshaw



Mark M. Gilbert



COPYRIGHT © 2006 ENGEO INCORPORATED. THIS DOCUMENT MAY BE REPRODUCED IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER, NOR MAY IT BE QUOTED OR EXCERPTED WITHOUT THE EXPRESS WRITTEN CONSENT OF ENGEO INCORPORATED.

TABLE OF CONTENTS

| | |
|---|-----------|
| 1. INTRODUCTION..... | 1 |
| 1.1 SCOPE OF SERVICES | 1 |
| 1.2 PROJECT LOCATION | 2 |
| 1.3 PROJECT DESCRIPTION..... | 2 |
| 2. FINDINGS..... | 3 |
| 2.1 FIELD EXPLORATION..... | 3 |
| 2.2 SURFACE CONDITIONS | 3 |
| 2.3 SITE BACKGROUND | 4 |
| 2.4 SITE GEOLOGY | 4 |
| 2.5 SEISMIC SETTING | 5 |
| 2.6 GEOTECHNICAL EXPLORATION | 5 |
| 2.7 FAULT EXPLORATION..... | 6 |
| 2.8 GROUNDWATER CONDITIONS..... | 7 |
| 2.9 LABORATORY TESTING..... | 7 |
| 3. CONCLUSIONS | 7 |
| 3.1 ACTIVE FAULTING AND SURFACE RUPTURE | 8 |
| 3.2 EXISTING FILL | 9 |
| 3.3 EXPANSIVE SOIL | 9 |
| 3.4 SECONDARY SEISMIC HAZARDS..... | 9 |
| 3.5 SOIL CORROSION POTENTIAL | 12 |
| 3.6 EXCAVATABILITY | 12 |
| 3.7 STATIC AND PERCHED GROUNDWATER | 13 |
| 4. EARTHWORK RECOMMENDATIONS | 13 |
| 4.1 REINFORCED BUILDING ZONE OVEREXCAVATION | 13 |
| 4.2 COMMERCIAL BUILDING PAD OVEREXCAVATION..... | 14 |
| 4.3 EXISTING FILL AND SOIL STOCKPILES | 14 |
| 4.4 GENERAL SITE CLEARING..... | 14 |
| 4.5 OVER-OPTIMUM SOIL MOISTURE CONDITIONS | 14 |
| 4.6 FREEZING SOIL CONDITIONS | 15 |
| 4.7 ACCEPTABLE FILL..... | 15 |
| 4.8 COMPACTION | 15 |
| 4.8.1 Grading in Structural Areas..... | 15 |
| 4.8.2 Underground Utility Backfill..... | 16 |
| 4.8.3 Landscape Fill..... | 16 |
| 4.9 SLOPE GRADIENTS | 16 |

| | | |
|------------|---|-----------|
| 4.10 | SITE DRAINAGE | 17 |
| 4.10.1 | Surface Drainage | 17 |
| 4.10.2 | Subsurface Drainage | 17 |
| 5. | RESIDENTIAL FOUNDATION RECOMMENDATIONS..... | 17 |
| 5.1 | POST-TENSIONED MAT FOUNDATIONS | 18 |
| 5.2 | CONTINUOUS FOOTINGS WITH CRAWLSPACES..... | 19 |
| 5.2.1 | Footing Dimensions and Allowable Bearing Capacity..... | 19 |
| 5.2.2 | Reinforcement | 20 |
| 5.2.3 | Foundation Lateral Resistance..... | 20 |
| 5.2.4 | Crawl Space Seepage Mitigation..... | 20 |
| 6. | COMMERCIAL FOUNDATION RECOMMENDATIONS | 21 |
| 6.1 | FOOTING DIMENSIONS AND ALLOWABLE BEARING CAPACITY | 21 |
| 6.2 | REINFORCEMENT | 22 |
| 6.3 | FOUNDATION LATERAL RESISTANCE | 22 |
| 7. | SLABS-ON-GRADE..... | 22 |
| 7.1 | INTERIOR CONCRETE FLOOR SLABS..... | 22 |
| 7.2 | EXTERIOR FLATWORK..... | 23 |
| 8. | RETAINING WALLS | 24 |
| 8.1 | FOUNDATIONS | 24 |
| 8.2 | LATERAL SOIL PRESSURES..... | 24 |
| 8.3 | RETAINING WALL DRAINAGE..... | 25 |
| 8.4 | BACKFILL | 25 |
| 9. | PAVEMENT DESIGN | 26 |
| 9.1 | SUBGRADE AND AGGREGATE BASE COMPACTION | 27 |
| 9.2 | PAVEMENT MAINTENANCE AND REHABILITATION..... | 27 |
| 9.3 | RESIDENTIAL DRIVEWAYS/GARAGE SLABS..... | 27 |
| 10. | RISK MANAGEMENT..... | 28 |
| 11. | LIMITATIONS | 28 |

FIGURES

- Figure 1: Site Vicinity Map
- Figure 2: Site Location Map
- Figure 3: Site Geologic Map
- Figure 4: Ground Improvement Subgrade

7217.7.001.01

May 18, 2006

Appendix A - Field Investigation Description & Logs

Appendix B - Laboratory Test Data

1. INTRODUCTION

ENGEO Incorporated prepared this geotechnical report for design of the State Street Project in Carson City, Nevada. This report contains geotechnical recommendations for design of single-family residences on the 7.7-acre parcel of APN 002-441-23 and commercial buildings on the 2.4-acre parcel of APN 002-441-21.

For our use we received the following:

1. A revised Assessors Parcel Map of the site dated March 10, 2003 and a site map prepared by Capital Engineering, dated February 2006.
2. Lumos & Associates, Inc.; "Geotechnical Investigation and Fault Study for APN 2-440-19 & 20"; File No. 3847.000; dated June 3, 1997.
3. Trexler D.T., 1977, Carson City Folio Geologic Map, Environmental Series, Nevada Bureau of Mines and Geology, scale 1:24,000.
4. Bingler, E.C., 1977, New Empire Geologic Map, Nevada Bureau of Mines and Geology, scale 1:24,000.
5. United States Geological Survey, Earthquake Hazards Program, Complete Report for Carson City Fault (Class A), No. 1286, <http://qfaults.cr.usgs.gov/faults>.
6. United States Geological Survey, Earthquake Hazards Program, Quaternary Fault and Fold Database, <http://gldims.cr.usgs.gov/servlet.com.esri.esrimap>.
7. Price, J. G., 1998, Guidelines for Evaluation Potential Surface Fault Rupture/Land Subsidence Hazards in Nevada, Revision 1, Nevada Earthquake Safety Council (NESC).

1.1 SCOPE OF SERVICES

ENGEO prepared this report as outlined in our agreement dated April 19 2006 and subsequent amendments. Landmark Communities authorized ENGEO to conduct the proposed scope of services, which included the following:

- Geologic and Aerial Photo Review
- Subsurface Field Exploration and Fault Trenching
- Cone Penetration Testing

- Soil Laboratory Testing
- Data Analysis and Conclusions
- Report Preparation

1.2 PROJECT LOCATION

Figure 1 displays a Site Vicinity Map. The site is located north of Highway 50 (E. Williams Street) and west of State Street in Carson City, Nevada. Access to the site is by an undeveloped road along the southern boundary of APN 002-441-23 that enters from State Street.

Figure 2 shows site boundaries and our exploratory locations. The site is bounded in the south by Highway 50 (E. Williams Street) along the southwest parcel (APN 002-441-21) and by APNs 002-441-9, 10, 11, and 12. The northwestern portion of the site is bounded by a sloped bank measuring approximately 20 feet in height. The site is bounded to the north by residential apartments and to the east by State Street.

1.3 PROJECT DESCRIPTION

Based on our discussion with Landmark Communities and review of the referenced information, we understand that site improvements will consist of construction of:

1. Approximately 100 one- and two-story single-family houses;
2. Three single story commercial buildings with slab-on-grade foundations. These buildings range from approximately 4,000 to 12,000 square feet in plan and are to be located in the southwest corner of the site.;
3. Paved streets;
4. Underground utilities;
5. Retaining Walls;
6. Drainage Way;
7. Sidewalks; and,
8. Landscaping.

2. FINDINGS

2.1 FIELD EXPLORATION

We performed subsurface exploration at the site to characterize the geotechnical and geological conditions for design of the proposed development. We performed our exploration in three phases. The first phase included excavation of ten test pits on February 17, 2006 at the locations shown on the Site Plan, Figure 2. Our second phase of exploration included four cone penetrometer test (CPT) borings on March 28, 2006 to evaluate potential liquefaction concerns. The third phase of exploration included trench excavations performed between April 26 and 28, 2006 to explore the presence of a known active fault.

Section 2 presents descriptions of surface and subsurface conditions observed during our explorations.

2.2 SURFACE CONDITIONS

According to the topographic information provided, the site slopes gently to the southeast towards Highway 50 (E. Williams Street) from the sloped bank located along the northwestern boundary of the site. Site grades range from approximately Elevation 4660 feet (along the sloped bank) to Elevation 4650 feet mean sea level (msl) along the eastern boundary.

We performed a site reconnaissance on February 17, 2006 to identify prominent features including vegetation, roads, utilities, wells, drainage swales, waterways, stockpiled soil, existing structures, rock outcrops, desiccation cracks in clay, wet surface conditions or seepage. We observed the following site features during our reconnaissance:

- The site was covered by a moderate to dense growth of sage brush and grasses.
- We did not observe any surface drainages on the property.
- An electrical transmission line and an undeveloped dirt road are located along the southern portion of APN 002-441-23.
- An undeveloped dirt road or trail also exist in the middle of APN 002-441-23 and extends from the northeastern corner of the property to the western boundary.
- An existing single story wood frame business and vacant sheds are located along the southern portion of APN 002-441-21.
- A 20-foot high slope is located along the northwestern boundary of the site. This slope is identified by the United States Geological Survey (USGS) Earthquake Hazard Program as one of the Carson City faults.

2.3 SITE BACKGROUND

Previous to our site exploration, Lumos & Associates, Inc. conducted a geotechnical (pit) investigation and fault (trench) study for APN 2-440-19 & 20 (APN 2-440-20 later to be renamed APN 002-441-23). Their work consisted of six test pits to a maximum depth of 9½ feet for geotechnical purposes and three trenches completed along the fault scarp that exists between the two parcels. Four of the six test pits were excavated northwest of the fault and include TP-1, 3, 5, and 6. The remaining two test pits were excavated southeast of the fault and include TP-2 and TP-4. These test pits identify clayey-sands and silty-sands beneath the site. The trenches were excavated to an approximate depth of 7 feet and approximately 100 feet in length. The branch of the Carson City fault was identified in the trenches and cut across recent deposits.

2.4 SITE GEOLOGY

We present the following discussion of site geology based on our field reconnaissance, subsurface exploration, and review of the *Carson City Folio Geologic Map* (Trexler, D. T., Nevada Bureau of Mines and Geology, 1977) and *Map 59, New Empire Geologic Map* (E. C. Bingler, Nevada Bureau of Mines and Geology, 1977).

The site is located along the western margin of the Basin and Range geomorphic province of the State of Nevada. The Basin and Range is characterized by its horst and grabben topography that is formed by the Earth's extension. Normal and normal-listric faults are prominent in the region and bound the valleys that are separated by the ranges. Large volumes of sediments have been deposited in the valleys ranging from a few hundred feet to over 10,000 feet. The site is located within Eagle Valley which is reported to contain approximately 2,000 feet of sediment.

A portion of the Carson City Geologic Map is presented as Figure 3. The geologic map shows that the site overlies Quaternary Alluvial-plain deposits (Qal). These deposits are identified as being Holocene in age (<11,000 years). As described on the geologic map, these deposits are yellowish brown to gray in color, massive to poorly bedded, and moderately to well graded. They consist of fine silty-sand, sandy-silts, granular muddy coarse sand, and minor sandy gravels. In addition, the Carson City Geologic Map shows Quaternary Older Alluvial-plain deposits (Qoa) located west and northwest of the site and exist on the topographic high. The Qoa deposits are described as moderately sorted; sandy small cobble gravel; slight gravely sand; and sandy coarse silt; and weakly to moderately weathered. The geologic map shows that Qal and Qoa deposits are dissected by a Quaternary fault.

2.5 SEISMIC SETTING

The site lies within a seismically active region. According to a search using the software program EQFAULT Version 3.00b (Blake, 2000), the nearest active fault is the Genoa Fault, which is mapped approximately 4 miles west of the site. The Genoa Fault is considered capable of a moment magnitude earthquake of 6.9. The software also lists the Antelope Valley Fault, located 29 miles to the southeast, and the Honey Lake fault zone, located 59 miles to the north, which are capable of moment magnitudes of 6.7 and 7.3, respectively.

It should be noted that the East Carson City fault zone was not listed from the EQFAULT summary. The USGS Quaternary Fault and Fold Database for the United States was used for reference to this fault zone. The specific citation for this fault zone, "Fault number 1286, East Carson Valley fault zone, in Quaternary fault and fold database of the United States: U.S. Geological website, Adams, K.D., and Sawyer, T.L, compilers, 1998" states that this fault zone is part of the Sierra Nevada frontal fault system and extends from the California border to along the east side of Carson Valley to the Carson River. The site overlies this fault zone and one of its branches (Carson City fault No. 1286) is observed along the northwestern boundary of the site. This fault slip rate has been calculated at 0.02 millimeter per year and is classified as an active fault.

2.6 GEOTECHNICAL EXPLORATION

To evaluate the geotechnical conditions for design, we observed excavation of ten test pits to depths of 10 to 12 feet at the locations shown on the Site Plan, Figure 2. In general, the excavations encountered medium dense silty sand to depths between 3 to 7 feet below existing grade. The majority of the excavations contained this upper silty sand from 6 to 7 feet below existing grade. Beneath the silty sand, we observed a 2 to 8-foot thick layer of medium dense sand. In two of the excavations, a medium dense gravelly-sand was encountered at the bottom of the test pit.

Following our test pit exploration, we learned that the groundwater table in nearby wells was relatively shallow. Since the site lies in a seismically active region and we encountered sands on the site, we performed supplemental liquefaction exploration. On March 28, 2006, four CPTs were performed on the site, at the locations shown in Figure 2. These CPTs were advanced to refusal, which ranged from 27 to 40 feet below the ground surface. The CPT logs are provided in Appendix A. In general, the CPT logs indicate that the subsurface is composed of alluvial material ranging from sandy clay to gravel. Groundwater was not detected in the CPT borings.

Consult the Site Plan and test pit logs for specific soil and groundwater conditions at each exploration location. We include our exploration logs in Appendix A. The logs contain the soil/rock type, color, consistency, and visual classification in general accordance with the Unified Soil Classification System. Appendix A also provides additional exploratory information in the general notes to the logs.

2.7 FAULT EXPLORATION

Previous work conducted by Lumos & Associates, Inc. in 1997 (Reference 2) identifies the Carson City fault along the northwestern boundary of the site. Lumos & Associates, Inc. work related to the site included previous fault studies, air photographs, geotechnical reports for adjacent sites, and field exploration trenching. Three exploration trenches were excavated across the scarp associated with the fault. It was interpreted by Lumos and Associates that the fault displaced the youngest soil by approximately 4 feet. Lumos and Associates concluded that fault should be considered active (Holocene age). The Lumos & Associates, Inc. fault trench locations and the fault trenches completed by ENGEO in April 2006 are shown on Figure 2.

We performed additional fault trenches between April 26 and 28, 2006 to further delineate the location of the active fault located along the northwestern boundary of the site. Our exploration included two fault trenches across the scarp associated with the active fault. Trench locations are shown on Figure 2 and graphical displays of the fault trench logs are presented in Appendix A. We also show the location of the former trench by Lumos.

In Trench 1, which is located in the western portion of the site, the fault zone was encountered from stations 0+25 to 0+40. Clay and sand beds are observed to be highly disturbed and show approximately 3½ feet of vertical displacement. The trend of the fault in Trench 1 was measured at N20E with a dip of 80 degrees to the south. In Trench 2, which is located in the northwest portion of the site, the fault zone was encountered from stations 0+00 to 0+30 and shows approximately 2 feet of vertical displacement. The trend of the fault in Trench 2 was measured at N40E with a dip of 78 degrees to the south. Young surficial deposits were observed to be deformed in both of the trenches, indicating that the fault is active. Outside the main fault rupture zone, we saw no evidence of secondary ground deformation such as filled soil fissures or deformation of soil layers.

During the trench exploration, the trench end points and fault zone locations were staked for future surveying. ENGEO correlated with Capital Engineering, Inc. out of Reno, Nevada, for surveying the fault trenches and fault zones. The trenches and fault zones were surveyed on May 5, 2006. An ENGEO representative accompanied the surveyor to show the locations of the trenches and fault zones. After the site was surveyed, Bill Ray of Capital Engineering, Inc provided us the surveyed coordinates that were used to plot the trench and fault zone locations on Figure 2.

2.8 GROUNDWATER CONDITIONS

The State of Nevada, Division of Water Resources web page was researched for area water levels. Water levels from wells located in the area range in depth between 10 and 42 feet below ground surface.

We did not observe static or perched groundwater in any of our test pits completed in February 2006. The Cone Penetration Tests (CPT) conducted in March 2006 also did not indicate any static or perched groundwater. However, perched groundwater was observed at a few isolated locations within the fault trenches completed in April 2006. Perched groundwater was observed along the fault zone and in isolated sand horizons.

In the previous geotechnical investigation conducted by Lumos & Associates in May 1997, they observed saturated soil at 8½ feet beneath the existing surface in there test pit #2. This test pit was located on the east side of the fault escarpment. As mentioned previously, groundwater was not encountered in the excavations conducted by ENGEO in February 2006. This may indicate that there are pockets of perched water in the area. This perched zone may have been the result of the fault.

Groundwater was not observed in February and March 2006, during the test pit explorations and CPT work, respectively, but perched groundwater was observed during our and Lumos & Associates fault trenching activities in April 2006 and in May 1997, This may indicate there are fluctuations in the level of groundwater that occurs due to variations in rainfall or other factors not evident at the time of original observations.

2.9 LABORATORY TESTING

We performed laboratory tests on selected soil samples to determine their engineering properties. Laboratory test data is presented in Appendix B.

3. CONCLUSIONS

From a geotechnical engineering viewpoint, in our opinion, the site is suitable for the proposed development. The primary geotechnical concerns that could affect development on the site is the active fault located along the northwestern boundary of the property. We summarize our conclusions below.

3.1 ACTIVE FAULTING AND SURFACE RUPTURE

Based on the evidence observed in our trenches and review of the previous trenches logs, it is our opinion that the fault trace crossing the property should be considered active. According to State Guidelines (Price, 1998), habitable structures should not be constructed across active fault traces. Typically, building setbacks are recommended to mitigate potential damage from surface fault rupture hazards. Building setbacks are intended to minimize the risk of structural collapse or damage due to ground movement below building foundations by providing a separation between the building and the known surface fault projection. The setback width is typically sized to provide a reasonable separation between the known fault location and proposed structures. Factors that typically influence setback widths are the fault inclination and dip direction, the width of the zone of previous faulting, and any evidence of fault-related ground cracking beyond the fault zone. The trenches observed by ENGEO were extended well beyond the primary fault rupture zone. The exposed fault zone was observed to dip steeply to the south-southeast. No secondary cracking was observed outside the fault zone. Based on this information, it is our opinion that previous episodes of displacement along this fault have produced a relatively well-defined zone of surface rupture close to the main fault trace.

Based on our findings, we recommend that no habitable structures be constructed within 25 feet of the mapped fault trace. Non-habitable improvements, such as landscaping, fences, flatwork, or sheds, for example, may be constructed within 25 feet of the mapped fault trace.

Outside the 25-foot wide structural setback zone, it is our opinion that there may be potential for secondary ground movements that could affect building performance. To reduce the potential for building damage, we recommend a "reinforced building zone" that is 50 feet wide, extending from 25 to 75 feet from the fault trace. We recommend that any habitable structures that lie or encroach within this zone include the following special design recommendations:

1. Construct a reinforced fill zone beneath the building envelope and to 10 feet laterally beyond.
2. Support the house on a post-tensioned mat foundation system

We recommend that the reinforced fill zone include overexcavation of existing soil to a depth of 6 feet, and backfill and compaction with two layers of uniaxial geogrid. The overexcavation and geogrid is to be constructed parallel to the surveyed location of the fault zone. The reinforced fill zone should be constructed within the structure footprint plus 10 feet laterally and should follow the schematic shown on Figure 4. The grid should be oriented so that the high strength direction is perpendicular to the edge of the setback. As shown on Figure 2, lots 10 through 26 will require the improved building subgrade. Lot 9 may require the improved building subgrade if any structures are to be constructed in the northwest corner of the lot.

We provide recommendations for post-tensioned mat design in the "Foundation Recommendations" section of this report (Section 5). In areas outside of the reinforced building zone of 75 feet, an alternative shallow, reinforced continuous perimeter footings may be used where crawl spaces are desired. To mitigate the potential for foundation damage due to liquefaction, all interior footings should be structurally tied together with grade beams to create a grid-type foundation system.

3.2 EXISTING FILL

Although not observed in our test pits or fault trenches, non-engineered fill may exist in the southern portion of the property where the existing structures have been constructed. Non-engineered fill can undergo excessive settlement, especially under new fill or building loads. Without proper documentation of existing fill placed on the site, we recommend complete removal and recompaction of the existing fill. We present detailed fill removal recommendations in Section 4.

3.3 EXPANSIVE SOIL

Based on our subsurface exploration, laboratory test results, and preliminary project data presented in Section 4, presence of native expansive soils is minimal and in our opinion should not affect the proposed development. In order to confirm our conclusions, we should be retained to review final grading and site improvement plans, and to observe and test engineered fill materials during site grading operations.

3.4 SECONDARY SEISMIC HAZARDS

Potential seismic hazards resulting from a nearby moderate to major earthquake can generally be classified as primary and secondary. The primary effect is ground rupture mentioned in Section 3.1, also called surface faulting. The common secondary seismic hazards include ground shaking, ground lurching, soil liquefaction, and lateral spreading. These hazards are discussed in the following sections. Based on topographic and lithologic data, the risk of regional subsidence or uplift is considered low to negligible at the site. Secondary seismic hazards related to water bodies such as flooding from tsunamis or seiches is considered to be non-existent.

Ground Shaking

The most significant seismic hazard at the proposed site is the secondary hazard of ground shaking. Earthquakes of moderate to high magnitude may occur near the subject site during the design life of the development, and these events may cause moderate ground shaking at the site that may affect the proposed structures.

To mitigate the ground shaking effects, all structures should be designed using sound engineering judgment and the latest International Building Code (IBC) requirements as a minimum. To provide seismic design parameters, we reviewed the 2003 IBC and the February 1998 California Divisions of Mines and Geology "Maps of Known Active Fault Near-Source Zones in California and Adjacent Portions of Nevada".

Based on our review, we provide the 2003 IBC seismic parameters in Table 1 below:

TABLE 1
 2003 International Building Code
 Chapter 16

| ITEM | DESIGN VALUE | IBC SOURCE |
|--|-----------------|-------------------|
| Site Class | D | Table 1615.1.1 |
| 0.2 second Spectral Response Acceleration, S_s | 1.50 | Figure 1615(3) |
| 1.0 second Spectral Response Acceleration, S_1 | 0.60 | Figure 1615(4) |
| Site Coefficient, F_a | 1.0 | Table 1615.1.2(1) |
| Site Coefficient, F_v | 1.5 | Table 1615.1.2(2) |
| Maximum considered earthquake spectral response accelerations for short periods, S_{MS} | 1.5 | Equation 16-38 |
| Maximum considered earthquake spectral response accelerations for 1-second periods, S_{M1} | 0.90 | Equation 16-39 |
| Design spectral response acceleration at short periods, S_{DS} | 1.0 | Equation 16-40 |
| Design spectral response acceleration at 1-second periods, S_{D1} | 0.6 | Equation 16-41 |

Liquefaction

Liquefaction is a phenomenon in which saturated, cohesionless soil is subject to a temporary, but essentially total loss of shear strength because of pore pressure buildup under the reversing cyclic shear stresses associated with earthquakes.

Our liquefaction analysis suggests that static groundwater was not encountered to refusal, between 27 and 40 feet below ground surface from the CPT data. However, since groundwater has the potential to fluctuate overtime due to seasonal variation and/or local use of the aquifer may change, and that some perched groundwater zones were observed in the fault trenches at approximately 12 feet below ground surface, an evaluation was conducted for the site using the CPT data and a proposed groundwater level of 10 feet below ground surface. Using this data, a design-level earthquake that has a 10 percent probability of exceedance in 50 years, and a peak horizontal ground motion of 0.4g that is predicted to occur at the site during a design-level earthquake, our analysis of liquefaction-induced ground settlement suggests approximately 1 to 3 inches of potential settlement could occur. Capping effects of overlying non-liquefiable soil will tend to reduce the theoretical settlements, potentially reducing liquefaction-induced settlements to approximately 1 to 2 inches. Differential settlements may be on the order of one-half to two-thirds of the above values.

It is our opinion that this level of ground settlement could potentially induce minor damage to surface improvements. As a result, we provide mitigation recommendations to reduce potential liquefaction induced surface settlements to tolerable levels for the proposed improvements.

We recommend that all residential buildings be supported on post-tensioned mat foundations designed to withstand the additional potential differential caused by liquefaction induced settlement. We believe the post-tensioned mats will be suitable to reduce the effects of liquefaction induced ground settlement to tolerable levels. Alternatively shallow, reinforced continuous perimeter footings may be used where crawl spaces are desired. However, all interior footings should be structurally tied together with grade beams to create a grid-type foundation system to mitigate the potential for foundation damage due to liquefaction.

It is our opinion that commercial structures may be supported on conventional shallow footings provided a minimum of 3 feet of compacted, engineered fill is placed beneath all building pads. In addition, it may be desirable to utilize thicker slabs with heavier reinforcing, depending on the actual conditions encountered at each building. We anticipate that placement of a layer of engineered fill beneath structures will be suitable to reduce the effects of liquefaction induced ground settlement to tolerable levels.

Dynamic Densification Due to Earthquake Shaking

Densification of loose granular soils above the groundwater level can cause settlement due to earthquake-induced vibrations. The potential for dynamic densification at the site is expected to be low.

Lateral Spreading

Lateral spreading is a failure within a nearly horizontal soil zone that causes the overlying soil mass to move down a gentle slope or toward a free face such as a creek or open body of water. Lateral spreading is most often associated with strength loss due to liquefaction. As indicated above, there is minimal potential of liquefaction at the site. Topography is generally flat and settlement is considered to be less than 2 inches, thus the potential for lateral spreading at the site during seismic shaking is considered to be low, in our opinion.

Lurching

Ground lurching occurs as a result of the rolling motion imparted to the ground surface during energy released by an earthquake. The deformation of the ground surface by such rolling motion can cause ground cracks to form. The potential for the formation of these cracks is considered greater at contacts between material with significantly different properties, such as deep soft soil and bedrock. Such an occurrence is possible at the subject site as in other locations in the area, but in our opinion the offset or strain is expected to be minor.

3.5 SOIL CORROSION POTENTIAL

We submitted three soil samples to an analytical lab for determination of pH, chloride, resistivity, and sulfate. The pH results ranged from 7.10 to 7.52. The chloride results ranged from 3.1 to 6.0 mg/kg. The resistivity results for the samples ranged from 12,330 to 15,280 ohm-cm indicating that the samples tested were marginally corrosive. The sulfate results ranged from 0.1 to 0.7 mg/kg and are thus considered "Negligible" in accordance with Table 1904.3 of the 2003 International Building Code (IBC). For "Negligible" sulfate exposure, the IBC indicates that Type I-II Portland Cement should be used for concrete mix designs for the project.

If desired to investigate this further, we recommend a corrosion consultant be retained to determine if specific corrosion recommendations are necessary for the project. We present the analytical lab test results in Appendix B.

3.6 EXCAVATABILITY

We used a 4x4 Model 4-107 backhoe during our test pit exploratory work. Based upon our observation and experience, conventional grading and backhoe equipment will likely be able to excavate the soil deposits.

We provide the above excavatability information for general planning purposes only. This information is not intended for bidding purposes.

3.7 STATIC AND PERCHED GROUNDWATER

It does not appear that the groundwater level beneath the site will affect the proposed development. However, if perched groundwater develops, it can:

1. Impede grading activities;
2. Cause moisture damage to sensitive floor coverings;
3. Transmit moisture vapor through slabs causing excessive mold/mildew build-up, fogging of windows, and damage to computers and other sensitive equipment; and
4. Cause premature pavement failure if hydrostatic pressures build up beneath the pavement section.

Recommendations to reduce the effects of perched water are presented in following sections addressing Over Optimum Soil Conditions, Site Drainage, Landscaping Considerations, Slab Moisture Vapor Transmission Reduction, and Cut-off Curbs.

4. EARTHWORK RECOMMENDATIONS

The relative compaction and optimum moisture content of soil, rock, and aggregate base referred to in this report are based on the most recent ASTM D1557 test method. Compacted soil is not acceptable if it is unstable. It should not exhibit *flexing* or *pumping*, as determined by an ENGEO representative.

As used in this report, the term “moisture condition” refers to adjusting the moisture content of the soil by either drying if too wet or adding water if too dry.

We define “structural areas” in Section 4 of this report as any area sensitive to settlement of compacted soil. These areas include, but are not limited to building pads, sidewalks, pavement areas, and retaining walls.

4.1 REINFORCED BUILDING ZONE OVEREXCAVATION

Within the 50-foot wide reinforced building subgrade zone discussed in Section 3.1, we recommend that the existing soil be overexcavated to a depth of 6 feet below finished grade and backfilled with compacted engineered fill reinforced with two layers of Tensar UX 1500 geogrid or equivalent. Place the geogrid at depths of 6 feet and at 4 feet below surface grade. The over excavation and geogrid is to be constructed parallel to the surveyed location of the fault zone and should underlay the entire building footprint. The improved building subgrade should be constructed within the structure footprint plus 10 feet laterally and should follow the schematic shown on Figure 4. Orient the grid so that the high strength direction is perpendicular to the direction of the fault. Compact backfill in accordance with Section 4.7.

4.2 COMMERCIAL BUILDING PAD OVEREXCAVATION

As mentioned previously, we recommend that commercial building pads be underlain by a minimum of 3 feet of engineered fill to mitigate minor liquefaction issues at the site. Overexcavation should extend a minimum of 10 feet laterally beyond the building footprint.

4.3 EXISTING FILL AND SOIL STOCKPILES

As mentioned previously, without proper documentation of the existing fill placed at the site, we recommend complete fill removal and recompaction. This includes the loosely backfilled test pits and trenches excavated for this geotechnical and fault exploration. Test pit and fault trench locations are presented on Figure 2.

Fill stockpiles may be reused as engineered fill provided the material is processed to conform to the recommendations in Section 4.5, Acceptable Fill. Resulting trash, building rubble, and other processed debris, if any are encountered should be removed from the site.

4.4 GENERAL SITE CLEARING

Clear areas to be developed of all surface and subsurface deleterious materials including existing building foundations, slabs, buried utility and irrigation lines, pavements, debris, shrubs, and associated roots, if any. Clean and backfill excavations extending below the planned finished site grades with suitable material compacted to the recommendations presented in Section 4.6. ENGEO should observe and test all backfilling.

Following clearing, strip the site to remove any surface organic materials present. Strip organics from the ground surface to a depth of at least 2 to 3 inches below the surface. Remove strippings from the site or use them in landscape fill.

4.5 OVER-OPTIMUM SOIL MOISTURE CONDITIONS

The contractor should anticipate encountering excessively over-optimum (wet) soil moisture conditions during or following periods of rain or snow. Wet soil can make proper compaction difficult or impossible. Wet soil conditions can be mitigated by:

1. Frequent spreading and mixing during warm dry weather;
2. Mixing with drier materials;
3. Mixing with a lime, lime-flyash, or cement product; or
4. Stabilizing with aggregate, geotextile stabilization fabric, or both.

Options 3 and 4 should be evaluated and approved by ENGEO prior to implementation.

4.6 FREEZING SOIL CONDITIONS

Freezing climatic conditions during winter grading may produce ice lenses that could result in soil heave. Areas subjected to frost induced heave during grading should be repaired before final grading or street subgrade work is completed.

4.7 ACCEPTABLE FILL

On-site soil and rock material is suitable as fill material provided it is processed to remove concentrations of organic material, building rubble, trash and other debris, and particles greater than 6 inches in maximum dimension. Unacceptable material should be removed from the site.

Imported fill materials should meet the above requirements and have a plasticity index less than 12. Allow ENGEO to sample and test proposed imported fill materials at least 72 hours prior to delivery to the site.

4.8 COMPACTION

4.8.1 Grading in Structural Areas

Perform subgrade compaction prior to fill placement, following cutting operations, and in areas left at grade as follows.

1. Scarify to a depth of at least 8 inches;
2. Moisture condition soil to at least 1 percentage point above the optimum moisture content;
and
3. Compact the subgrade to at least 90 percent relative compaction. Compact the upper 6-inches of finish pavement subgrade to at least 95 percent relative compaction prior to aggregate base placement.

After the subgrade soil has been compacted, place and compact acceptable fill (defined in Section 4.5) as follows:

1. Spread fill in loose lifts that do not exceed 8 inches;
2. Moisture condition lifts to at least 1 percentage point above the optimum moisture content;
and
3. Compact fill to a minimum of 90 percent relative compaction; Compact the upper 6 inches of fill in pavement areas to 95 percent relative compaction prior to aggregate base placement.

Compact the pavement Type 2 Class B Aggregate Base section to at least 95 percent relative compaction (ASTM D1557). Moisture condition the aggregate base at or slightly above the optimum moisture content prior to compaction.

4.8.2 Underground Utility Backfill

The contractor is responsible for conducting all trenching and shoring in accordance with Local, State, and OSHA requirements. Project consultants involved in utility design should specify pipe bedding materials.

Place and compact trench backfill in structural areas as follows:

1. Trench backfill should have a maximum particle size of 6 inches;
2. Moisture condition trench backfill to or slightly above the optimum moisture content. Moisture condition backfill outside the trench;
3. Place fill in loose lifts not exceeding 12 inches;
4. Compact fill to a minimum of 90 percent relative compaction (ASTM D1557).

Where utility trenches cross beneath buildings, we recommend that a plug be placed within the trench backfill to help prevent the normally granular bedding materials from acting as a conduit for water to enter beneath the building. The plug should be constructed using a sand cement slurry (minimum 28-day compressive strength of 500 psi) or relatively impermeable native soil for pipe bedding and backfill. We recommend that the plug extend for a distance of at least 3 feet in each direction from the point where the utility enters the building perimeter.

Jetting of backfill is not an acceptable means of compaction. We may allow thicker loose lift thicknesses based on acceptable density test results, where increased effort is applied to rocky fill, or for the first lift of fill over pipe bedding.

4.8.3 Landscape Fill

Process, place and compact fill in accordance with Sections 4.5 and 4.6, except compact to at least 85 percent relative compaction (ASTM D1557).

4.9 SLOPE GRADIENTS

Construct final slope gradients to 2:1 (horizontal:vertical) or flatter. The contractor is responsible to construct temporary construction slopes in accordance with Local, State, and OSHA requirements.

4.10 SITE DRAINAGE

4.10.1 Surface Drainage

The project civil engineer is responsible for designing surface drainage improvements. With regard to geotechnical engineering issues, we provide the following minimum recommendation for surface drainage.

1. Slope pavement areas a minimum of 1 percent towards drop inlets or other surface drainage features.
2. Slope finished grade away from building exteriors at a minimum of 2 percent for a distance of at least 5 feet.
3. Install roof gutters on all houses and connect into closed drain pipes which are led to drain outlets such as front yards or storm drains.

4.10.2 Subsurface Drainage

Based on our site exploration and current grading concepts for the site, we do not anticipate that subdrainage systems will be necessary. We will further evaluate the need for subdrainage systems following review of site grading plans and again during site grading.

We recommend that the landscape architect incorporate these items into the landscaping plans, and that we review the plans before construction.

5. RESIDENTIAL FOUNDATION RECOMMENDATIONS

We developed structural improvement recommendations using data obtained from our field exploration, laboratory test results, and engineering analysis. Where habitable structures are constructed within 25 to 75 feet of the fault line, we recommend that the proposed single-family houses be supported on post-tensioned mat foundations to mitigate seismic damage. Based on the development layout shown on Figure 2, this includes lots 9 through 26. Alternative foundations may be considered for structures at least 75 feet from the fault line. As an alternative, shallow, reinforced continuous perimeter footings may be used where crawl spaces are desired, provided that all interior footings are structurally tied together with grade beams to create a grid-type foundation system.

5.1 POST-TENSIONED MAT FOUNDATIONS

Design post tensioned concrete (PT) mat foundations in accordance with the 2003 International Building Code. We recommend that PT mats be at least 10 inches thick and have a thickened edge at least 2 inches greater than the mat thickness. The thickened edge should be at least 12 inches wide.

Design PT mats for an average allowable bearing pressure of 1,000 pounds per square foot (psf) for dead plus live loads, with maximum localized bearing pressures of 1,500 psf at column or wall loads. Allowable bearing pressures can be increased by one-third for all loads including wind or seismic. PT mats should be designed using the criteria presented below.

TABLE 2
Post-Tension Design Criteria

| Condition | Center Lift | Edge Lift |
|----------------------------------|-------------|-----------|
| Edge Moisture Variation (ft.) | 5½ | 2½ |
| Differential Soil Movement (in.) | 1.3 | 1.5* |

*The differential soil movement due to edge lift has been increased to account for frost heave.

The above design criteria are based on the procedure presented by the Post-Tensioning Institute (1996, 2nd Edition).

Moisture condition the pad subgrade to a moisture content at least 3 percentage points above optimum prior to foundation construction. The subgrade should not be allowed to dry prior to concrete placement.

When buildings are constructed with concrete slab-on-grade, such as post-tensioned mats, water vapor from beneath the slab will migrate through the slab and into the building. This water vapor can be reduced but not stopped. Vapor transmission can negatively affect floor coverings and lead to increased moisture within a building. When water vapor migrating through the slab would be undesirable, we recommend the following to reduce, but not stop, water vapor transmission upward through the slab-on-grade.

1. Install a vapor retarder membrane directly beneath the PT mat. Seal the vapor retarder at all seams and pipe penetrations. Vapor retarders shall conform to Class A vapor retarder per ASTM E 1745-97 "Standard Specification for Plastic Water Vapor Retarders used in Contact with Soil or Granular Fill under Concrete Slabs."

2. Concrete shall have a concrete water-cement ratio of no more than 0.45.
3. Provide inspection and testing during concrete placement to check that the proper concrete and water cement ratio are used.
4. Moist cure slabs for a minimum of 3 days or use appropriate alternative curing techniques with approval of the project structural engineer.

The structural engineer should be consulted as to the use of a layer of clean sand or pea gravel (less than 5 percent passing the U.S. Standard No. 200 Sieve) placed on top of the vapor retarder membrane to assist in concrete curing.

5.2 CONTINUOUS FOOTINGS WITH CRAWLSPACES

If desired to construct the proposed single-family houses with crawlspaces, we recommend that reinforced continuous footings be used, provided that all interior footings are structurally tied together with grade beams to create a grid-type foundation system. All footings should bear on native soil or fill that is placed and compacted in accordance with the recommendations in this report.

5.2.1 Footing Dimensions and Allowable Bearing Capacity

Provide minimum footing dimensions as follows:

Table 3
Minimum Footing Dimensions

| Footing Type | *Minimum Depth (in.) | Minimum Width (in.) |
|--------------|----------------------|---------------------|
| Continuous | 18 | 12 |
| Isolated | 18 | 18 |

*below lowest adjacent pad grade (including frost effects)

Minimum footing depths shown above are taken from lowest adjacent grade. Isolated footings should be structurally tied to the perimeter continuous footings by reinforced concrete grade beams having a minimum width of 12 inches and minimum embedment of 12 inches.

Design foundations recommended above for a maximum allowable bearing pressure of 2,500 pounds per square foot (psf) for dead plus live loads. Increase this bearing capacity by one-third for the short-term effects of wind or seismic loading

The maximum allowable bearing pressure is a net value; the weight of the footing may be neglected for design purposes. All footings located adjacent to utility trenches should have their bearing surfaces below an imaginary 1:1 (horizontal:vertical) plane projected upward from the bottom edge of the trench to the footing.

5.2.2 Reinforcement

The structural engineer should design footing reinforcement to support the intended structural loads without excessive settlement. Reinforce all continuous footings and grade beams with top and bottom steel to provide structural continuity and to permit spanning of local irregularities. At a minimum, design all continuous footings and grade beams to structurally span a clear distance of 10 feet, except as noted above for perimeter continuous footings with a reduced footing depth.

5.2.3 Foundation Lateral Resistance

Lateral loads may be resisted by friction along the base and by passive pressure along the sides of foundations. The passive pressure is based on an equivalent fluid pressure in pounds per cubic foot (pcf). We recommend the following allowable values for design:

Passive Lateral Pressure: 300 pcf
Coefficient of Friction: 0.35

The above allowable values include a factor of safety of 1.5. Increase the above values by one-third for the short-term effects of wind or seismic loading. Passive lateral pressure should not be used for footings on or above slopes.

5.2.4 Crawl Space Seepage Mitigation

Water accumulation within the crawl space beneath the proposed structure is possible even if adequate surface drainage is provided adjacent to the structure. Water seepage into the crawl space could substantially affect the foundation performance by allowing expansive soil to swell and heave footings. Crawl space seepage may create other undesirable impacts, such as rusting joist hangers, mildew, or excessive moisture rising through floors.

To mitigate crawl space water, we recommend reducing the potential for water to migrate into the crawl space and installing a drainage system within the crawl space to collect and discharge the water if it does migrate beneath the house. We recommend the following:

1. Construct a subsurface trench drain around the outside perimeter of the house, but no closer than 1½ feet from the foundation. The subdrain should be 1½ to 2 feet deep and at least 12 inches wide. The subdrain should generally be located along the uphill and two sides of the house; actual locations will need to be determined once the lot layouts are known. The subdrain should slope a minimum of 1 percent and discharge to a away from foundations. No vegetation should be placed within 2 feet of the subdrain.
2. Grade crawl spaces to drain to common low points; install area drains at low points to collect and discharge water through solid pipes.
3. Construct a series of shallow drainage channels (4 to 6 inches deep and 6 to 12 inches wide) around the perimeter of the crawl space. These channels should also drain toward a common low point; install area drains or sump pumps at low points to collect and discharge water.
4. Install adequate crawl space ventilation to help drying of wet or moist soil.

We recommend that we review the finished grading and landscaping plans to check for conformance with the above recommendations.

6. COMMERCIAL FOUNDATION RECOMMENDATIONS

Three commercial buildings are proposed within the southwest portion of the site. Since these building footprints do not encroach within 75 feet of the fault trace, we recommend that they be supported on conventional perimeter continuous and isolated interior footings bearing in engineered fill. The building pads shall be overexcavated in accordance with Section 4.2 to mitigate potential liquefaction issues. We provide the following recommendations for footing design:

6.1 FOOTING DIMENSIONS AND ALLOWABLE BEARING CAPACITY

Provide minimum footing dimensions as follows:

Table 3
Minimum Footing Dimensions

| Footing Type | *Minimum Depth (in.) | Minimum Width (in.) |
|--------------|----------------------|---------------------|
| Continuous | 18 | 12 |
| Isolated | 18 | 18 |

*below lowest adjacent pad grade (including frost effects)

Minimum footing depths shown above are taken from lowest adjacent grade. Isolated footings should be structurally tied to the building slab.

Design foundations recommended above for a maximum allowable bearing pressure of 2,500 pounds per square foot (psf) for dead plus live loads. Increase this bearing capacity by one-third for the short-term effects of wind or seismic loading

The maximum allowable bearing pressure is a net value; the weight of the footing may be neglected for design purposes. All footings located adjacent to utility trenches should have their bearing surfaces below an imaginary 1:1 (horizontal:vertical) plane projected upward from the bottom edge of the trench to the footing.

6.2 REINFORCEMENT

The structural engineer should design footing reinforcement to support the intended structural loads without excessive settlement. Reinforce all continuous footings with top and bottom steel to provide structural continuity and to permit spanning of local irregularities. At a minimum, design all continuous footings to structurally span a clear distance of 10 feet.

6.3 FOUNDATION LATERAL RESISTANCE

Lateral loads may be resisted by friction along the base and by passive pressure along the sides of foundations. The passive pressure is based on an equivalent fluid pressure in pounds per cubic foot (pcf). We recommend the following allowable values for design:

Passive Lateral Pressure: 300 pcf
Coefficient of Friction: 0.35

The above allowable values include a factor of safety of 1.5. Increase the above values by one-third for the short-term effects of wind or seismic loading. Passive lateral pressure should not be used for footings on or above slopes.

7. SLABS-ON-GRADE

7.1 INTERIOR CONCRETE FLOOR SLABS

We recommend the following minimum design for the proposed commercial building floor slabs:

- Place minimum No. 3 rebar on 18-inch centers within the middle third of the slab to help control the width of shrinkage crack, which inherently occur as concrete cures.

- Provide a minimum concrete thickness of 5 inches.

The structural engineer should provide final design thickness and additional reinforcement, as necessary, for the intended structural loads.

When buildings are constructed with concrete slab-on-grade, water vapor from beneath the slab will migrate through the slab and into the building. This water vapor can be reduced but not stopped. Vapor transmission can negatively affect floor coverings and lead to increased moisture within a building. When water vapor migrating through the slab would be undesirable, we recommend the following to reduce, but not stop, water vapor transmission upward through the slab-on-grade.

1. Construct a moisture retarder system directly beneath the slab on-grade that consists of the following:
 - a) Impermeable vapor retarder membrane sealed at all seams and pipe penetrations and connected to all footings. Vapor retarders shall conform to Class A vapor retarder per ASTM E 1745-97 "Standard Specification for Plastic Water Vapor Retarders used in Contact with Soil or Granular Fill under Concrete Slabs." The vapor retarder should be **underlain by**
 - b) 4 inches of clean crushed rock. Crushed rock should have 100 percent passing the ¾-inch sieve and less than 5 percent passing the No. 4 Sieve
2. Use a concrete water-cement ratio for slabs-on-grade of no more than 0.50.
3. Provide inspection and testing during concrete placement to check that the proper concrete and water cement ratio are used.
4. Moist cure slabs for a minimum of 3 days.

The structural engineer should be consulted as to the use of a layer of clean sand or pea gravel (less than 5 percent passing the U.S. Standard No. 200 Sieve) placed on top of the vapor retarder membrane to assist in concrete curing.

7.2 EXTERIOR FLATWORK

Exterior flatwork includes items such as concrete sidewalks, steps, and outdoor courtyards exposed to foot traffic only. Provide a minimum concrete flatwork thickness of 5 inches. To reduce frost heave effects, provide a minimum of 6 inches of clean, well-graded aggregate base beneath flatwork. Compact aggregate base to at least 90 percent relative maximum density (ASTM D1557) at or slightly above the optimum moisture content.

In addition to the above, place wire mesh or rebar within the middle third of the flatwork to help control the width and offset of cracks. Use dowels at all construction joints and install frequent joints. Construct control and construction joints in accordance with current Portland Cement Association Guidelines.

8. RETAINING WALLS

8.1 FOUNDATIONS

Proposed residential retaining walls may be supported on continuous footings with a minimum width of 18 inches and a minimum depth of 18 inches below lowest adjacent soil grade.

Design retaining wall foundations for a maximum allowable bearing pressure of 3,000 pounds per square foot (psf) for dead plus live loads, for footings bearing in drained soil conditions. Increase this bearing capacity by one-third for the short-term effects of wind or seismic loading.

The maximum allowable bearing pressure is a net value; the weight of the footing may be neglected for design purposes. All footings located adjacent to utility trenches should have their bearing surfaces below an imaginary 1:1 (horizontal:vertical) plane projected upward from the bottom edge of the trench to the footing.

Lateral foundation loads may be resisted by friction along the base and by passive pressure along the sides of footing and toe of the wall, as appropriate. The passive pressure is based on an equivalent fluid pressure in pounds per cubic foot (pcf). We recommend an allowable passive lateral pressure of 300 pcf, and coefficient of sliding friction of 0.35. These allowable values include a factor of safety of 1.5. Increase the above values by one-third for the short-term effects of wind or seismic loading.

The allowable passive lateral pressure must be reduced for retaining wall footings on or above slopes.

8.2 LATERAL SOIL PRESSURES

Design retaining walls to resist lateral earth pressures from adjoining natural materials and/or backfill and from any surcharge loads. Provided that drainage is included as recommended below, design unrestrained retaining walls with adequate drainage to resist an equivalent fluid pressure of 45 pcf plus one-third of any surcharge loads.

The above lateral earth pressure assumes level backfill conditions and sufficient drainage behind the walls to prevent any build-up of hydrostatic pressures from surface water infiltration and/or a rise in the groundwater or artificial lake level. If drainage cannot be provided, we recommend that an additional equivalent fluid pressure of 40 pcf be added to the values recommended above for both restrained and unrestrained walls. Damp-proofing of the walls should be included in areas where wall moisture would be problematic.

Furthermore, design all retaining walls for a seismic lateral force of $7 \cdot H^2$ in pounds per foot of retaining wall, where H^2 is the squared height of the wall. The seismic lateral force shall be applied at 0.6 times the height of the wall, from the base of the wall.

Construct a drainage system, as recommended below, to reduce hydrostatic forces behind the retaining walls.

8.3 RETAINING WALL DRAINAGE

Construct either graded rock drains or geosynthetic drainage composites behind the retaining walls to reduce hydrostatic lateral forces. We recommend that rock drains consist of a minimum 12-inch-thick layer of washed, crushed rock with 100 percent passing the ¾-inch sieve and less than 5 percent passing the No. 4 sieve. Envelop rock in a nonwoven geotextile filter fabric such as Mirafi 140NC, or equivalent.

For rock drains:

1. Place the rock drain directly behind the walls of the structure.
2. Extend rock drains from the wall base to within 12 inches of the top of the wall.
3. Place a minimum of 4-inch-diameter perforated pipe at the base of the wall, inside the rock drain and fabric, with perforations placed down.
4. Place pipe at a gradient at least 1 percent to direct water away from the wall by gravity to a drainage facility.

ENGEO should review and approve geosynthetic composite drainage systems prior to use.

8.4 BACKFILL

Backfill behind retaining walls should be placed and compacted in accordance with Section 4.6. Use light compaction equipment within 5 feet of the wall face. If heavy compaction equipment is used, the walls should be temporarily braced to avoid excessive wall movement.

9. PAVEMENT DESIGN

To provide data for pavement design, we performed two R-value tests on representative soil samples that we anticipated will be present in the roadway subgrade after grading.

The roadways may be designed for $R = 40$ subgrade provided that clayey subgrade is appropriately mitigated where encountered during roadway construction. Clayey subgrade areas will need to be subexcavated and replaced with minimum $R = 40$ material. Subexcavations would need to extend to a depth of at least 18 inches and 12 inches for Collector and Local roadways, respectively. This approach will likely require additional geotechnical observation and R-value testing during construction.

To date, a traffic study has not been performed for this project; therefore pavement design for the project will be based on the requirements of the Carson City Development Standards, Transportation Division 12. We present estimated cumulative Equivalent Single Axle Loads (ESAL's) below for an expected 20 year design life.

TABLE 5
Estimated Cumulative Equivalent Single Axle Loads (ESAL's)

| Roadway Classification | Maximum Average Daily Traffic (ADT) | Percent Heavy Trucks* | Average Truck ESAL Factor* | ESAL's |
|---|-------------------------------------|-----------------------|----------------------------|-------------------|
| Two Lane Collector (Without Residential Driveway Access) | 8,000 | 5 | 0.5 | 7.3×10^5 |
| Two Lane Collector, (With Residential Driveway Access) | 2,000 | 3 | 0.5 | 1.1×10^5 |
| Two Lane Local | 1,000 | 3 | 0.5 | 5.5×10^4 |

*Estimated value

Based on the estimated ESAL's calculated above, we developed pavement recommendations using the 1981 Asphalt Institute Asphalt Pavement for Highways & Street Manual Series No. 1 (MS-1) recommended by Carson City Development Standards. We assumed 75 minimum percentile design value since the estimated ESAL values are between 10,000 and 1,000,000, a standard deviation in the estimated traffic frequencies of 0.4, and a change in the present serviceability index of 2.0, for all roadways.

TABLE 6
Asphalt Concrete Pavement Sections

| Proposed Roadway | Sandy Subgrade Minimum R = 40 | |
|---|----------------------------------|------------------------------|
| | Asphalt Concrete (in.) | Class B Aggregate Base (in.) |
| Two Lane Collector (Without Residential Driveway Access) | 4 | 8* |
| Two Lane Collector, (With Residential Driveway Access) | 4* | 8* |
| Two Lane Local | 3* | 6* |

*Carson City minimum pavement sections govern the thickness of asphalt concrete and aggregate base.

9.1 SUBGRADE AND AGGREGATE BASE COMPACTION

Compact finish subgrade and Type 2 Class B Aggregate Base in accordance with Section 4.6.

9.2 PAVEMENT MAINTENANCE AND REHABILITATION

Due to variability in environmental conditions, frost and ice heave effects, thermal cracking, traffic conditions, construction quality, and pavement materials, routine maintenance and/or rehabilitation of the pavement may become necessary during the pavement design life. Such periodic maintenance may include crack sealing, seal coats, and patching, as necessary. Rehabilitation may include structural overlay or reconstruction, as necessary.

9.3 RESIDENTIAL DRIVEWAYS/GARAGE SLABS

We were not retained to provide design recommendations for residential driveways or garage slabs. They should be designed to resist the anticipated traffic and structural loads.

10. RISK MANAGEMENT

Our experience and that of our profession clearly indicates that the risk of costly design, construction, and maintenance problems can be significantly lowered by retaining the design geotechnical engineering firm to provide construction monitoring services as outlined below:

1. Retain ENGEO to review the final grading and foundation plans prior to construction to determine whether our recommendations have been implemented, and to provide additional or modified recommendations, if necessary.
2. Retain ENGEO to perform construction monitoring to check the validity of the assumptions we made to prepare this report. Our services would include testing and observation during site clearing, mass grading, foundation excavation, underground utility construction, and pavement subgrade and aggregate base compaction.
3. If any changes occur in the nature, design or location of the proposed improvements, then retain ENGEO to review the changes and prepare a written response and validate the conclusions and recommendations in this report.
4. If 2 years or more lapse between the time this report was prepared and construction, or if conditions have changed because of natural causes or construction operations on or near the site, then retain ENGEO to review this report for applicability to the new conditions. This report is applicable only for the project and site studied.

If we are not retained to perform the services described above, then we are not responsible for any party's interpretation of our report (and subsequent addenda, letters, and verbal discussions).

11. LIMITATIONS

This report presents geotechnical recommendations for construction of improvements discussed in Section 1.3 for the State Street Development project. If changes occur in the nature or design of the project, we should be allowed to review this report and provide additional recommendations, if any.

We strive to perform our professional services in accordance with generally accepted geotechnical engineering principles and practices currently employed in the project area; no warranty is expressed or implied.

We developed this report with limited subsurface exploration data. We assume that our exploration data is representative of subsurface conditions across the site. Considering possible underground variability of soil, rock, stockpiled material, and groundwater, additional costs may be required to complete the project. We recommend that the owner establish a contingency fund to cover such costs. If unexpected conditions are encountered, notify ENGEO immediately to review these conditions and provide additional and/or modified recommendations, as necessary.

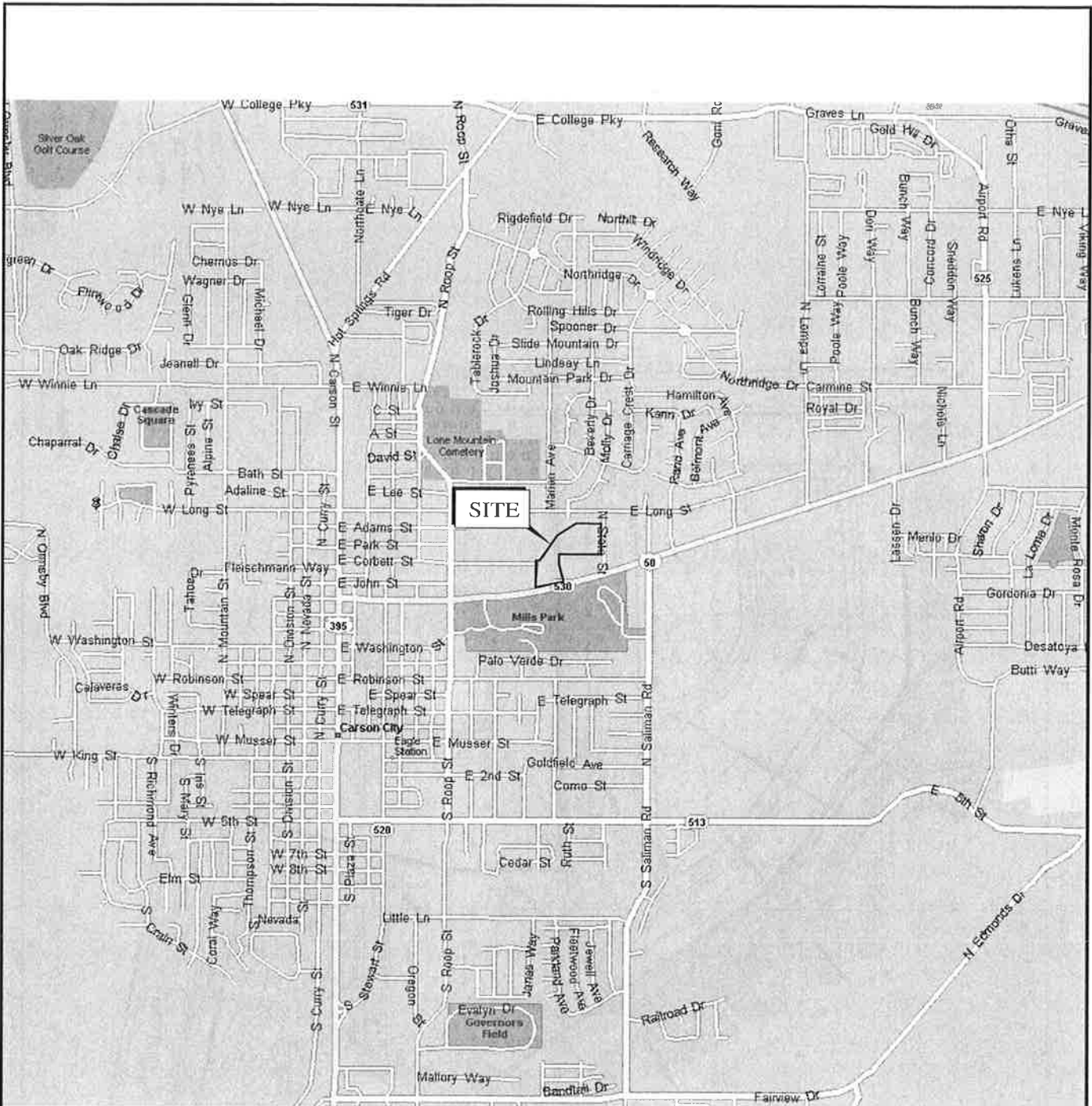
The location and elevations of our test pits are approximate and were estimated by pacing from features shown on the Site Map prepared by Capital Engineering dated February 2006.

The locations of our fault trenches and fault zones were surveyed by a representative of Capital Engineering on May 5, 2006.

Our services did not include excavation sloping or shoring, soil volume change factors, or a flood potential.

This geotechnical exploration did not include work to determine the existence of possible hazardous materials. If any hazardous materials are encountered during construction, then notify the proper regulatory officials immediately.

COPYRIGHT © 2006 BY ENGEO INCORPORATED. THIS DOCUMENT MAY NOT BE REPRODUCED IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER, NOR MAY IT BE QUOTED OR EXCERPTED WITHOUT THE EXPRESS WRITTEN CONSENT OF ENGEO INCORPORATED.



BASE MAP SOURCE: MS STREETS AND TRIPS

ENGEO
INCORPORATED
EXCELLENT SERVICE SINCE 1971

VICINITY MAP
STATE STREET
CARSON CITY, NEVADA

PROJECT NO.: 7217.7.001.01

DATE: MAY 2006

DRAWN BY: DLB

CHECKED BY: MG

FIGURE NO.

1

ORIGINAL FIGURE PRINTED IN COLOR

G:\Drafting\DRAWING\2_Dwg\7217\001\GEX\7217.7.001.01-GEX-1VicMap-0506.dwg 5-18-06 08:15:57 AM



EXPLANATION

- Qal ALLUVIAL PLAIN DEPOSITS
- Qoa OLDER ALLUVIAL PLAIN DEPOSITS
- TRfs FELSIC SCHIST, UNDIFFERENTIATED
- Jd DECITE PORPHYRY
- ···· FAULT - LONG DASHES WHERE INFERRED OR APPROXIMATELY LOCATED, DOTTED WHERE CONCEALED



BASE MAP SOURCE: BINGLER, 1977

ENGEO
INCORPORATED
EXCELLENT SERVICE SINCE 1971

SITE GEOLOGIC MAP
STATE STREET
CARSON CITY, CALIFORNIA

PROJECT NO.: 7217.7.001.01
DATE: MAY 2006
DRAWN BY: SRP CHECKED BY: MG

FIGURE NO.
3

ORIGINAL FIGURE PRINTED IN COLOR

G:\Drafting\DRAWING2_.dwg\7217\001\GEX\721700101-GEX-GeologicMap-3-0506.dwg 5-18-06 01

APPENDIX A

Field Exploration Notes

Key to Boring Logs

Exploratory Logs

CPT Logs

Fault Trench Logs

FIELD EXPLORATION NOTES

We evaluated data gathered from 5 trenches (3 completed by Lumos and Associates) and 10 test pits on the site for this report. An ENGEO representative supervised the recent trenching and test pits, and logged the type, location, and uniformity of the underlying soil/rock. A model 4-107 backhoe was used to excavate the test pits using a 2 foot wide bucket.

The exploratory trench logs present descriptions and graphically depict the subsurface soil, rock and groundwater conditions encountered. The maximum depth penetrated by the trenches and test pits was 15 feet.

We obtained bulk soil samples from the test pits using hand sampling techniques.

We also evaluated data gathered from the four cone penetration tests conducted on the site for this report. An ENGEO representative supervised the boring activities which were bored to a maximum depth to refusal of 40 feet below ground surface.

NOTES TO THE LOGS




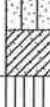



We determined the lines designating the interface between soil/rock materials on the logs using visual observations. The transition between the materials may be abrupt or gradual.

The logs contain information concerning samples recovered, indications of the presence of various materials such as sand, silt, rock, existing fill, etc., and observations of groundwater encountered. The field logs also contain our interpretation of the soil/rock conditions between samples. Therefore, the logs contain both factual and interpretative information. Our recommendations are based on the contents of the final logs. The final logs represent our interpretation of the contents of the field logs.

KEY TO BORING LOGS

MAJOR TYPES

DESCRIPTION

| | | | | |
|---|--|--|---|---|
| COARSE-GRAINED SOILS MORE THAN HALF OF MAT'L LARGER THAN #200 SIEVE | GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE | CLEAN GRAVELS WITH LITTLE OR NO FINES |  | GW - Well graded gravels or gravel-sand mixtures GP - Poorly graded gravels or gravel-sand mixtures |
| | | GRAVELS WITH OVER 12 % FINES |  | GM - Silty gravels, gravel-sand and silt mixtures GC - Clayey gravels, gravel-sand and clay mixtures |
| | SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE SIZE | CLEAN SANDS WITH LITTLE OR NO FINES |  | SW - Well graded sands, or gravelly sand mixtures SP - Poorly graded sands or gravelly sand mixtures |
| | | SANDS WITH OVER 12 % FINES |  | SM - Silty sand, sand-silt mixtures SC - Clayey sand, sand-clay mixtures |
| | SILTS AND CLAYS LIQUID LIMIT 50 % OR LESS | |  | ML - Inorganic silt with low to medium plasticity CL - Inorganic clay with low to medium plasticity OL - Low plasticity organic silts and clays |
| | | |  | MH - Inorganic silt with high plasticity CH - Inorganic clay with high plasticity OH - Highly plastic organic silts and clays |
| FINE-GRAINED SOILS MORE THAN HALF OF MAT'L SMALLER THAN #200 SIEVE | | HIGHLY ORGANIC SOILS |  | PT - Peat and other highly organic soils |

GRAIN SIZES

| U.S. STANDARD SERIES SIEVE SIZE | | | | CLEAR SQUARE SIEVE OPENINGS | | | |
|---------------------------------|------|--------|--------|-----------------------------|--------|---------|----------|
| 200 | 40 | 10 | 4 | 3/4" | 3" | 12" | |
| SILTS AND CLAYS | SAND | | | GRAVEL | | COBBLES | BOULDERS |
| | FINE | MEDIUM | COARSE | FINE | COARSE | | |

RELATIVE DENSITY

| SANDS AND GRAVELS | BLOWS/FOOT (S.P.T.) |
|-------------------|------------------------|
| VERY LOOSE | 0-4 |
| LOOSE | 4-10 |
| MEDIUM DENSE | 10-30 |
| DENSE | 30-50 |
| VERY DENSE | OVER 50 |

SILTS AND CLAYS

| |
|--------------|
| VERY SOFT |
| SOFT |
| MEDIUM STIFF |
| STIFF |
| VERY STIFF |
| HARD |

CONSISTENCY

STRENGTH*

| |
|---------|
| 0-1/4 |
| 1/4-1/2 |
| 1/2-1 |
| 1-2 |
| 2-4 |
| OVER 4 |

BLOWS/FOOT (S.P.T.)

| |
|---------|
| 0-2 |
| 2-4 |
| 4-8 |
| 8-15 |
| 15-30 |
| OVER 30 |

MOISTURE CONDITION

| | |
|-----------|--|
| DRY | Absence of moisture, dusty, dry to touch |
| MOIST | Damp but no visible water |
| WET | Visible freewater |
| SATURATED | Below the water table |

MINOR CONSTITUENT QUANTITIES (BY WEIGHT)

| | |
|--------|--|
| TRACE | Particles are present, but estimated to the less than 5% |
| SOME | 5 to 15% |
| WITH | 15 to 30% |
|Y | 30 to 50% |

SAMPLER SYMBOLS

| | |
|----|---------------------------------------|
| | Modified California (3" O.D.) sampler |
| | California (2.5" O.D.) sampler |
| | S.P.T. - Split spoon sampler |
| | Shelby Tube |
| | Continuous Core |
| | Bag Samples |
| | Grab Samples |
| NR | No Recovery |

LINE TYPES

| | |
|--|---|
| | Solid - Layer Break |
| | Dashed - Gradational or approximate layer break |

GROUND-WATER SYMBOLS

| | |
|--|-----------------------------------|
| | Groundwater level during drilling |
| | Stabilized groundwater level |

State Street Project GEX
Carson City, NV

TEST PIT LOGS

| Test Pit Number | Depth (Feet) | Description |
|-----------------|--------------|--|
| TP1 | 0 – 6 ½ | SILTY SAND (SM), with some clay, yellowish brown, loose, moist, fine- to medium-grained sand. Sample taken at 2 feet. At 3 ½ to 4 ½ feet, partial cementation / calcification. Sample taken at 4 feet. Sample taken at 6 feet. |
| | 6 ½ - 8 ½ | SAND (SP), yellowish brown, medium dense, moist, fine- to medium-grained sand, traces of gravels. |
| | 8 ½ - 10 | GRAVELLY SAND (SW), yellowish brown, moderate density, moist, medium- to coarse-grained sand. Sample taken at 9 feet. Bottom of test pit at 10 feet. No groundwater encountered. |
| | | |
| TP2 | 0 – 2 | SILTY SAND (SM), yellowish brown, moderate density, moist, trace of clay, trace of fine gravel, upper 6 inches is a hard dense layer. Sample taken at 1 foot. |
| | 2 – 7 | SILTY SAND (SM), with gravel, yellowish brown, moderate density, moist, 10 – 20% angular gravels. Sample taken at 5 feet. |

Logged By: Steve Crenshaw
7217.7.001.01
Date Logged: 2/17/06

Figure A-1
Page 1 of 7

State Street Project GEX
Carson City, NV

TEST PIT LOGS

| Test Pit Number | Depth (Feet) | Description |
|-----------------|--------------|---|
| | 7 - 12 | <p>SAND (SP), light yellowish brown, moderate density, moist, fine- to medium-grained sand, traces of gravel.</p> <p>Sample taken at 9 feet.</p> <p>At 9 feet, increase in gravel, dense.</p> <p>At 11 feet, slight cementation.</p> <p>Bottom of test pit at 12 feet.</p> <p>No groundwater encountered.</p> |
| TP3 | 0 - 2 | <p>SILTY SAND (SM), brown, moderate density, moist, fine-grained sand, traces of clay.</p> |
| | 2 - 6 ½ | <p>SILTY SAND (SM), yellowish brown, moderate density, moist, fine- to medium-grained sand, traces of gravel.</p> <p>Sample taken at 2 feet.</p> <p>Sample taken at 5 feet.</p> |
| | 6 ½ - 11 | <p>SAND (SP), with gravel, yellowish brown, moist, dense, fine- to coarse-grained sand, angular gravels.</p> <p>Sample taken at 8 feet.</p> <p>At 9 feet, increase in gravels.</p> <p>Bottom of test pit at 11 feet.</p> <p>No groundwater encountered.</p> |

State Street Project GEX
Carson City, NV

TEST PIT LOGS

| Test Pit Number | Depth (Feet) | Description |
|-----------------|--------------|--|
| TP4 | 0 – 2 | SILTY SAND (SM), brown, moderate density, moist, fine-grained sand, traces of clay. Sample taken at 2 feet. |
| | 2 – 6 ½ | SILTY SAND (SM), yellowish brown, moderate density, moist, fine- to medium-grained sand. Sample taken at 5 feet. |
| | 6 ½ - 10 ½ | SAND (SP), yellowish brown, moderate density, moist, medium- to coarse-grained sand, traces of gravel. Sample taken at 9 feet. At 9 feet, increase in gravel. Bottom of test pit at 10 ½ feet. No groundwater encountered. |
| | | |
| TP5 | 0 – 1 ½ | SILTY SAND (SM), with clay, brown, moderate density, moist, fine-grained sand, traces of gravel. |
| | 1 ½ – 3 | SILTY SAND (SM), yellowish brown, moderate density, very moist, fine- to medium-grained sand, traces of clay. Sample taken at 2 feet. |
| | 3 – 5 | CLAYEY SAND (SC), brown, very dense to stiff, very moist, clay nodules, medium-grained sand. Sample taken at 3 feet. Sample taken at 4 feet. |

Logged By: Steve Crenshaw
7217.7.001.01
Date Logged: 2/17/06

State Street Project GEX
Carson City, NV

TEST PIT LOGS

| Test Pit Number | Depth (Feet) | Description |
|-----------------|--------------|---|
| | 5 – 7 | SILTY SAND (SM), yellowish brown, moderate density, moist, fine- to medium-grained sand. |
| | 7 – 10 ½ | SAND (SP), with gravel, yellowish brown, moderate density, moist, fine- to coarse-grained sand. Sample taken at 9 feet. Bottom of test pit at 10 ½ feet. No groundwater encountered. |
| TP6 | 0 – 2 | SILTY SAND (SM), brown, moderate density, moist, fine-grained sand, with some clay. Sample taken at 1 foot. |
| | 2 – 5 | SILTY SAND (SM), light brown, moderate density, moist, fine- to coarse-grained sand, traces of gravel. Sample taken at 4 feet. |
| | 5 – 7 | CLAYEY SAND (SC), brown, dense, moist, hard fragments. Sample taken at 6 feet. |
| | 7 – 10 ½ | SAND (SP), yellowish brown, dense, moist, with gravel. Sample taken at 8 feet. Bottom of test pit at 10 ½ feet. No groundwater encountered. |

Logged By: Steve Crenshaw
7217.7.001.01
Date Logged: 2/17/06

Figure A-1
Page 4 of 7

State Street Project GEX
Carson City, NV

TEST PIT LOGS

| Test Pit Number | Depth (Feet) | Description |
|-----------------|--------------|---|
| TP7 | 0 – 2 | SILTY SAND (SM), brown, moderate density, moist, fine- to medium-grained sand, traces of gravel. |
| | 2 – 6 | SILTY SAND (SW), yellowish brown, moderate density, moist, fine- to medium-grained sand, traces of gravel. Sample taken at 2 feet. Sample taken at 4 feet. |
| | 6 - 10 | SAND (SP), yellowish brown, medium dense, moist, medium-grained sand, with clay, gravel. Sample taken at 7 feet. At 7 feet, clayey sand noduals with matrix. Bottom of test pit at 10 feet. No groundwater encountered. |
| TP8 | 0 – 2 | SILTY SAND (SM), brown, moderately dense, moist, fine-grained sand. |
| | 2 – 4 ½ | SILTY SAND (SM), light brown, moderate density, moist, fine- to medium-grained sand, traces of clay and gravel. Sample taken at 2 feet. Sample taken at 4 feet. |
| | 4 ½ - 10 | SAND (SP), with gravels, yellowish brown, moderate density, moist, fine- to coarse-grained sand, and clayey sand noduals. Sample taken at 6 feet. |

Logged By: Steve Crenshaw
7217.7.001.01
Date Logged: 2/17/06

Figure A-1
Page 5 of 7

State Street Project GEX
Carson City, NV

TEST PIT LOGS

| Test Pit Number | Depth (Feet) | Description |
|-----------------|--------------|---|
| | 10 - 12 | GRAVELLY SAND (GW), light yellowish brown, dense, moist, medium- to coarse-grained sand, angular. Sample taken at 10 feet. Bottom of test pit at 12 feet. No groundwater encountered. |
| TP9 | 0 - 2 | SILTY SAND (SM), brown, moderate density, moist, fine-grained sand, traces of gravel. Sample taken at 1 ½ feet. |
| | 2 - 4 | SILTY SAND (SM), with some clay, light yellowish brown, moderate density, moist to slightly wet, fine- to medium-grained sand, traces of gravel. |
| | 4 - 6 | SILTY SAND (SM), with clayey sand nodules, dense, moist, fine- to medium-grained sand. Sample taken at 4 feet. Sample taken at 5 feet. |
| | 6 - 11 ½ | SAND (SP), with gravels, light brown, dense, moist, medium-grained sand, angular sand and gravel. Sample taken at 9 feet. Bottom of test pit at 11 ½ feet. No groundwater encountered. |

Logged By: Steve Crenshaw
7217.7.001.01
Date Logged: 2/17/06

State Street Project GEX
Carson City, NV

TEST PIT LOGS

| Test Pit Number | Depth (Feet) | Description |
|-----------------|--------------|--|
| TP10 | 0 – 2 | SILTY SAND (SM), brown, moderate density, moist, fine-grained sand, traces of gravel. Sample taken at 1 ½ feet. |
| | 2 – 3 | SILTY SAND (SM), with some clay, light brown, moderate density, moist, fine- to medium-grained sand. Sample taken at 2 ½ feet. |
| | 3 - 11 | SAND (SP), with gravel, light orangish brown, moderate density, moist, fine- to medium-grained sand, some clay nodules. Sample taken at 5 feet. At 9 feet, increase grain size, to coarse-grained sand. Sample taken at 10 feet. Bottom of test pit at 11 feet. No groundwater encountered. |

Logged By: Steve Crenshaw
7217.7.001.01
Date Logged: 2/17/06

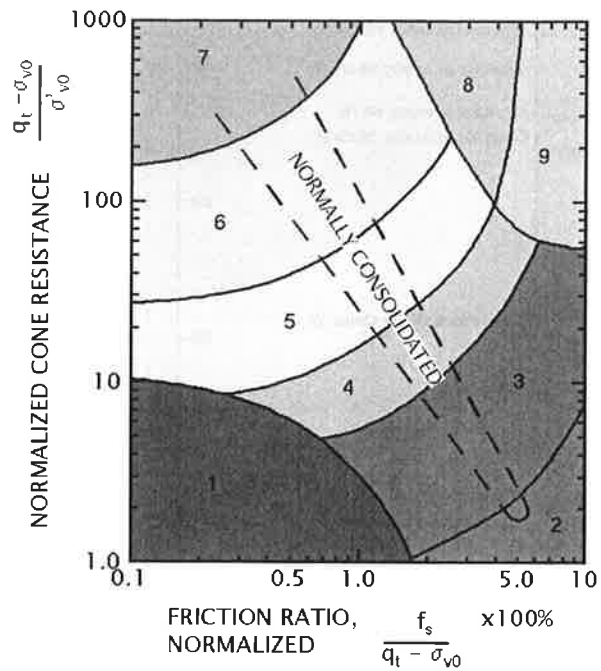
Figure A-1
Page 7 of 7

CPT Soil Classification Legend

| Zone | $\frac{(q_c/p_a)}{N_{eq}}$ | Description |
|------|----------------------------|---|
| 1 | 2 | Sensitive, Fine Grained |
| 2 | 1 | Organic Soils-Peats |
| 3 | 1.5 | Clays-Clay to Silty Clay |
| 4 | 2 | Silt Mixtures-Clayey Silt to Silty Clay |
| 5 | 3 | Sand Mixtures-Silty Sand to Sandy Silt |
| 6 | 4.5 | Sands-Clean Sand to Silty Sand |
| 7 | 6 | Gravelly Sand to Sand |
| 8 | 1 | Very Stiff Sand to Clayey Sand * |
| 9 | 2 | Very Stiff, Fine Grained * |

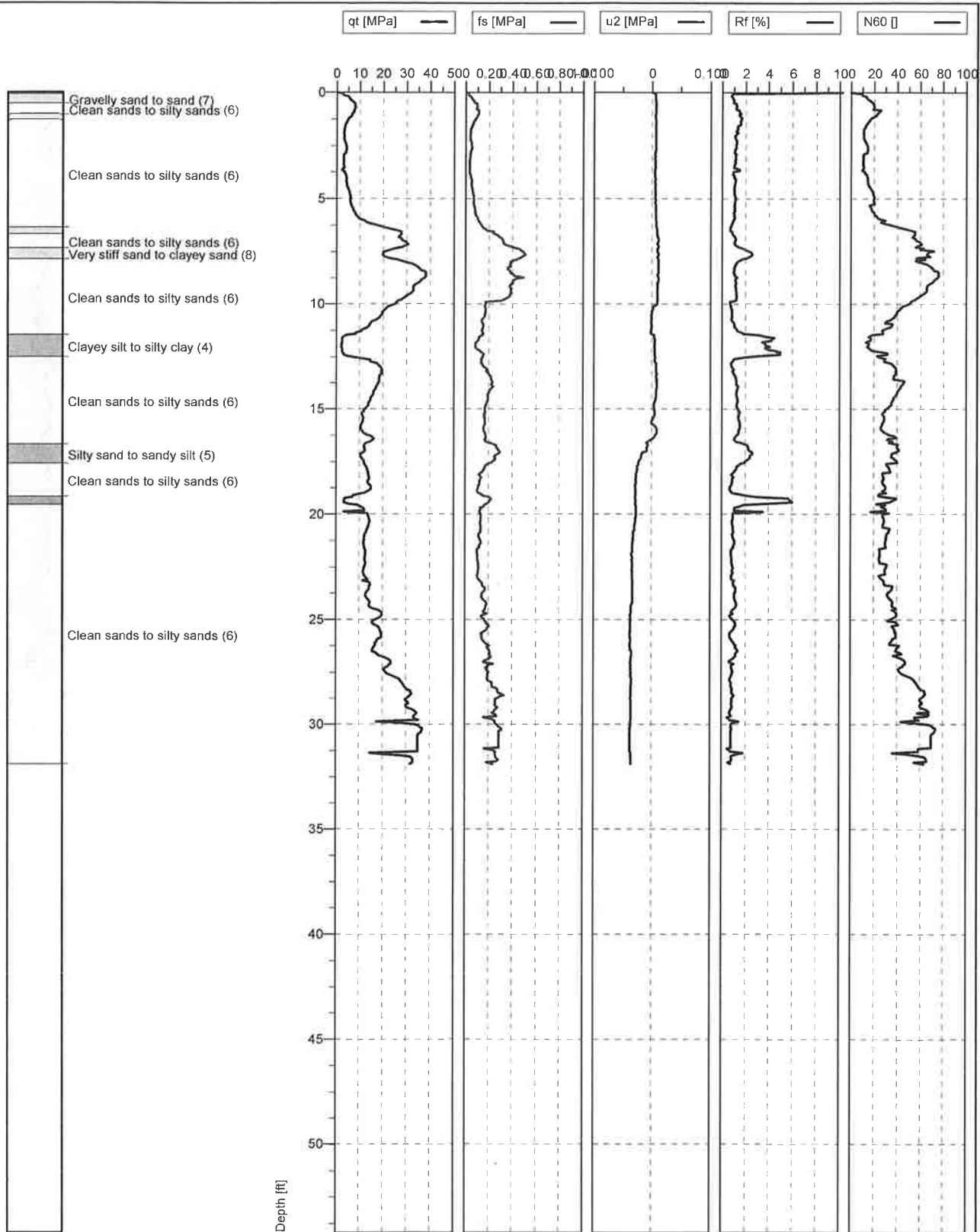
(*) Heavily Overconsolidated or Cemented

**Normalized Friction Ratio
Classification Chart**



General Notes:

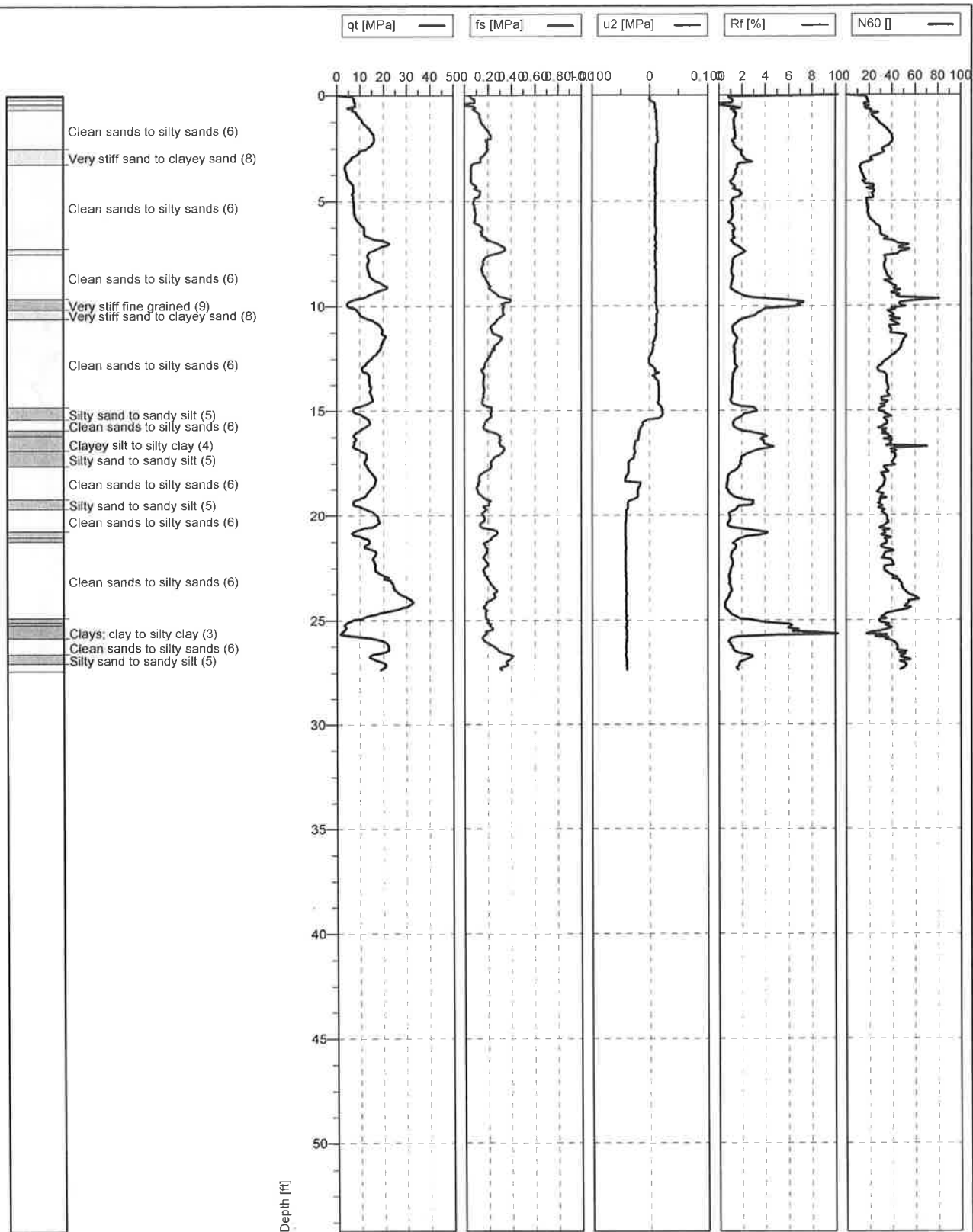
Class. FR – Classification based on Friction Ratio, PK Robertson , 1990



Cone No: 3121
Tip area [cm²]: 10
Sleeve area [cm²]: 150

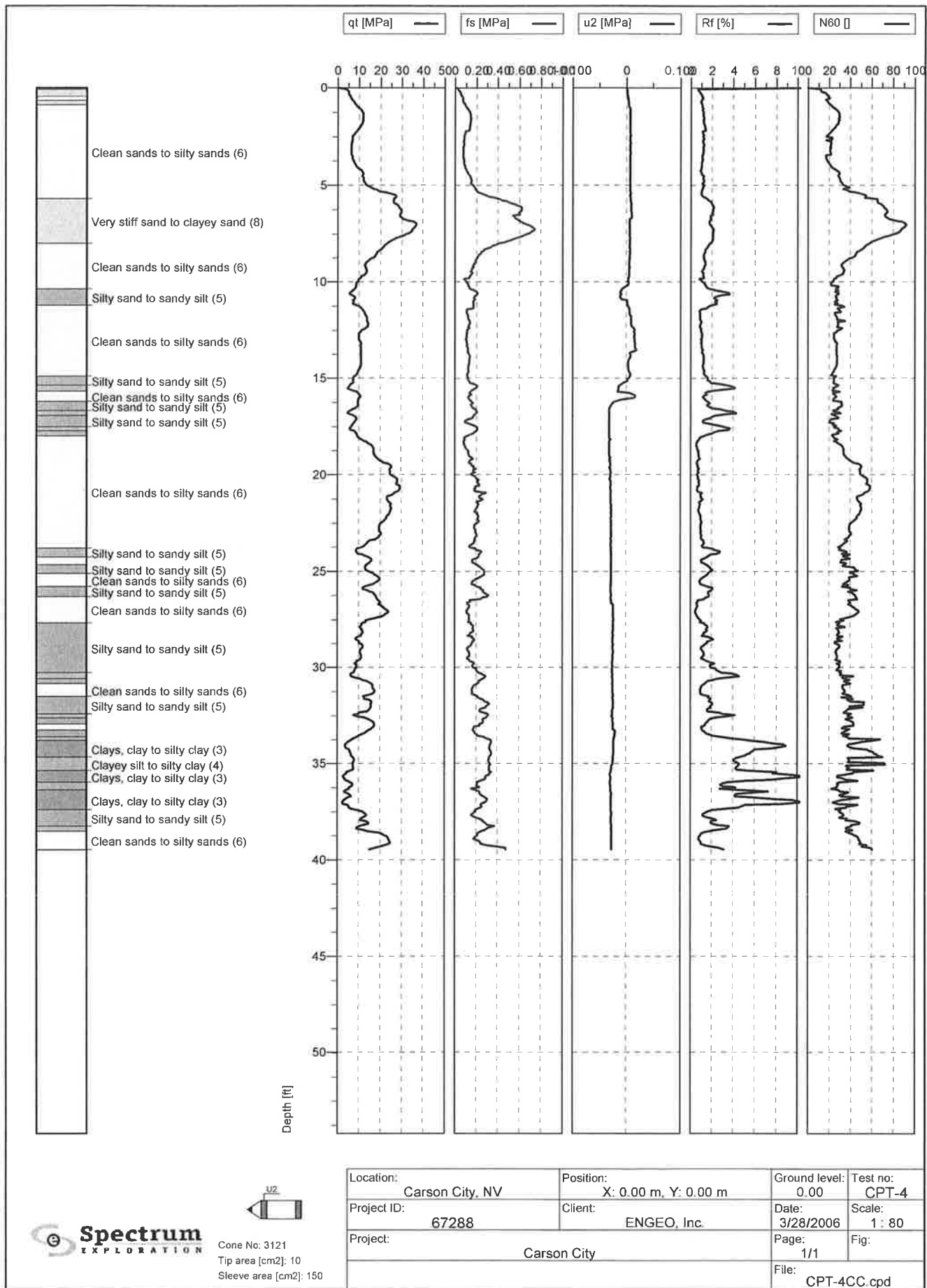


| | | | | | | | |
|-------------|-----------------|-----------|----------------------|---------------|-------------|----------|--------|
| Location: | Carson City, NV | Position: | X: 0.00 m, Y: 0.00 m | Ground level: | 0.00 | Test no: | CPT-2 |
| Project ID: | 67288 | Client: | ENGEO, Inc. | Date: | 3/28/2006 | Scale: | 1 : 80 |
| Project: | Carson City | | | Page: | 1/1 | Fig: | |
| | | | | File: | CPT-2CC.cpd | | |



Cone No: 3121
Tip area [cm²]: 10
Sleeve area [cm²]: 150

| | | | | | | | |
|-------------|-----------------|-----------|----------------------|---------------|-------------|----------|--------|
| Location: | Carson City, NV | Position: | X: 0.00 m, Y: 0.00 m | Ground level: | 0.00 | Test no: | CPT-3 |
| Project ID: | 67288 | Client: | ENGEO, Inc. | Date: | 3/28/2006 | Scale: | 1 : 80 |
| Project: | Carson City | | | Page: | 1/1 | Fig: | |
| | | | | File: | CPT-3CC.cpd | | |



APPENDIX B
LABORATORY TEST DATA

Summary of Moisture-Density Test Data
Expansion Index Test Results
Liquid and Plastic Limits Test Report
Particle Size Distribution Report
R-Value Test Report (2 pages)
Analytical Results of Soil Corrosion (3 pages)

Summary of Moisture Test Data

| Exploratory Location | Depth (feet) | Moisture Content |
|----------------------|--------------|------------------|
| TP1 | 2 | 7.8 |
| TP1 | 4 | 8.1 |
| TP2 | 9 | 5.0 |
| TP3 | 2 | 7.0 |
| TP3 | 5 | 8.4 |
| TP4 | 2 | 7.8 |
| TP4 | 5 | 6.1 |
| TP5 | 3 | 11.3 |
| TP6 | 6 | 13.1 |
| TP6 | 8 | 10.3 |
| TP7 | 2 | 7.6 |
| TP7 | 4 | 7.4 |
| TP8 | 6 | 14.0 |
| TP8 | 10 | 5.4 |
| TP9 | 1½ | 7.2 |
| TP9 | 4 | 10.7 |
| TP10 | 2½ | 10.1 |
| TP10 | 5 | 9.1 |

EXPANSION INDEX TEST RESULTS

ASTM D 4829

DATE: 3/1/06

JOB NO.: 7217.5.001.01

JOB NAME: State Street

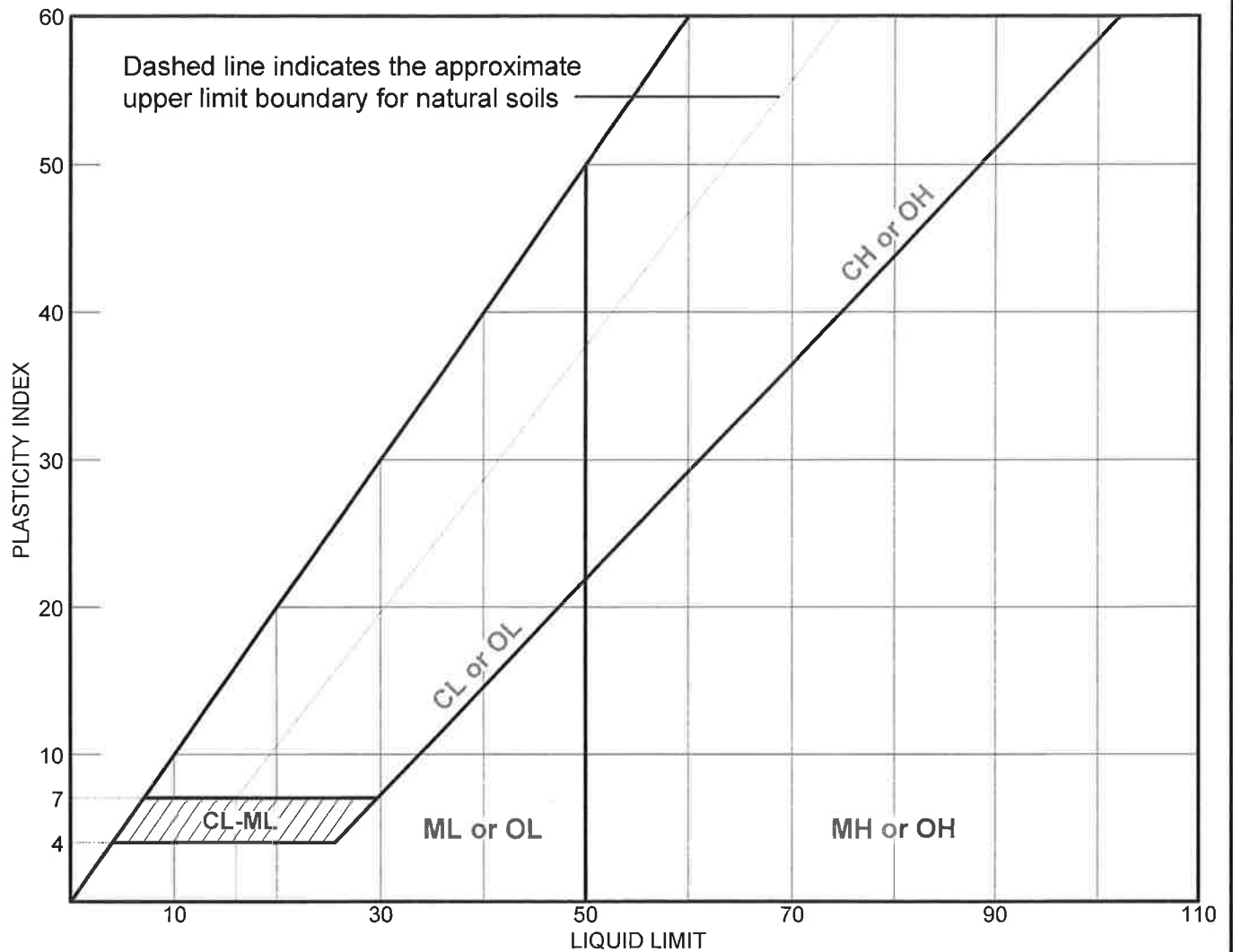
| SAMPLE I.D. | SOIL DESCRIPTION | INITIAL DRY DENSITY (pcf) | INITIAL MOISTURE CONTENT (%) | FINAL MOISTURE CONTENT (%) | EXPANSION INDEX |
|----------------|--------------------------|------------------------------------|---------------------------------------|-------------------------------------|--------------------|
| TP2@2 | Brown silty sand (SM) | 116.9 | 8.0 | 11.4 | 0 |
| TP9@2.5 | Brown silty sand (SM) | 115.0 | 7.0 | 13.2 | 0 |

CLASSIFICATION OF EXPANSIVE SOIL

ASTM D 4829

| EXPANSION INDEX | POTENTIAL EXPANSION |
|--------------------|------------------------|
| 0-20 | Very Low |
| 21-50 | Low |
| 51-90 | Medium |
| 91-130 | High |
| Above 130 | Very High |

LIQUID AND PLASTIC LIMITS TEST REPORT



| SOIL DATA | | | | | | | | |
|-----------|--------|------------|-------------|---------------------------|-------------------|------------------|----------------------|------|
| SYMBOL | SOURCE | SAMPLE NO. | DEPTH (ft.) | NATURAL WATER CONTENT (%) | PLASTIC LIMIT (%) | LIQUID LIMIT (%) | PLASTICITY INDEX (%) | USCS |
| ● | GEX | TP2-1&2 | 1-2 feet | | NP | NV | NP | SM |
| ■ | GEX | TP8-2 | 2 feet | | NP | NV | NP | SM |

LIQUID AND PLASTIC LIMITS TEST REPORT

**ENGEO
INCORPORATED**

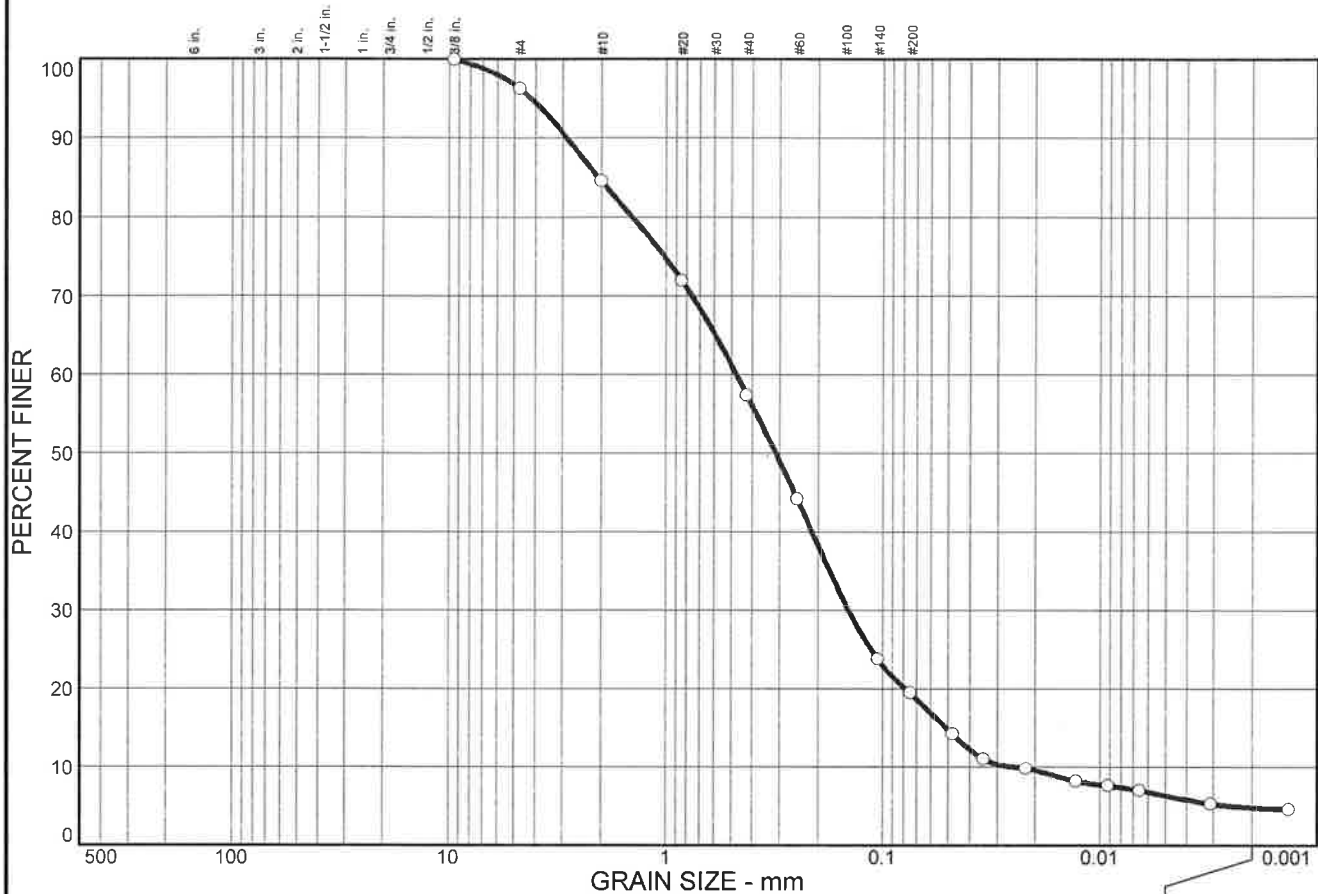
Client:

Project: State Street

Project No.: 7217.7.001.01

Figure

Particle Size Distribution Report



| % COBBLES | % GRAVEL | % SAND | % SILT | % CLAY |
|-----------|----------|--------|--------|--------|
| 0.0 | 3.7 | 76.8 | 14.6 | 4.9 |

| SIEVE SIZE | PERCENT FINER | SPEC.* PERCENT | PASS? (X=NO) |
|------------|---------------|----------------|--------------|
| .375 in. | 100.0 | | |
| #4 | 96.3 | | |
| #10 | 84.6 | | |
| #20 | 72.0 | | |
| #40 | 57.4 | | |
| #60 | 44.2 | | |
| #140 | 23.8 | | |
| #200 | 19.5 | | |

* (no specification provided)

Soil Description

Brown silty sand

Atterberg Limits

PL= NP

LL= NV

PI= NP

Coefficients

D₈₅= 2.06
D₃₀= 0.145
C_u= 20.11

D₆₀= 0.475
D₁₅= 0.0508
C_c= 1.86

D₅₀= 0.313
D₁₀= 0.0236

Classification

USCS= SM

AASHTO=

Remarks

Sample No.: TP8-2
Location:

Source of Sample: GEX

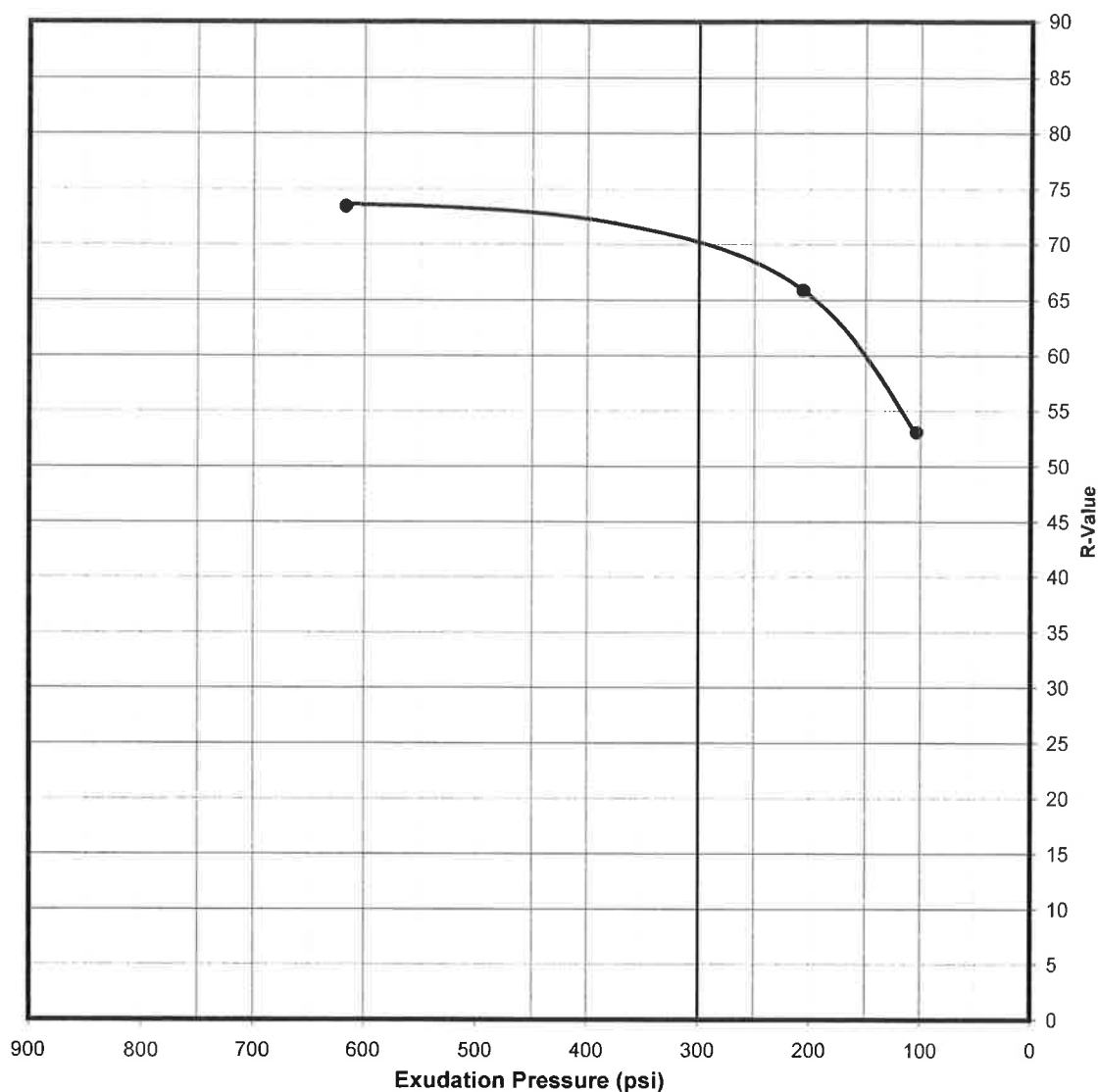
Date: 3/1/06
Elev./Depth: 2 feet

**ENGEO
INCORPORATED**

Client:
Project: State Street

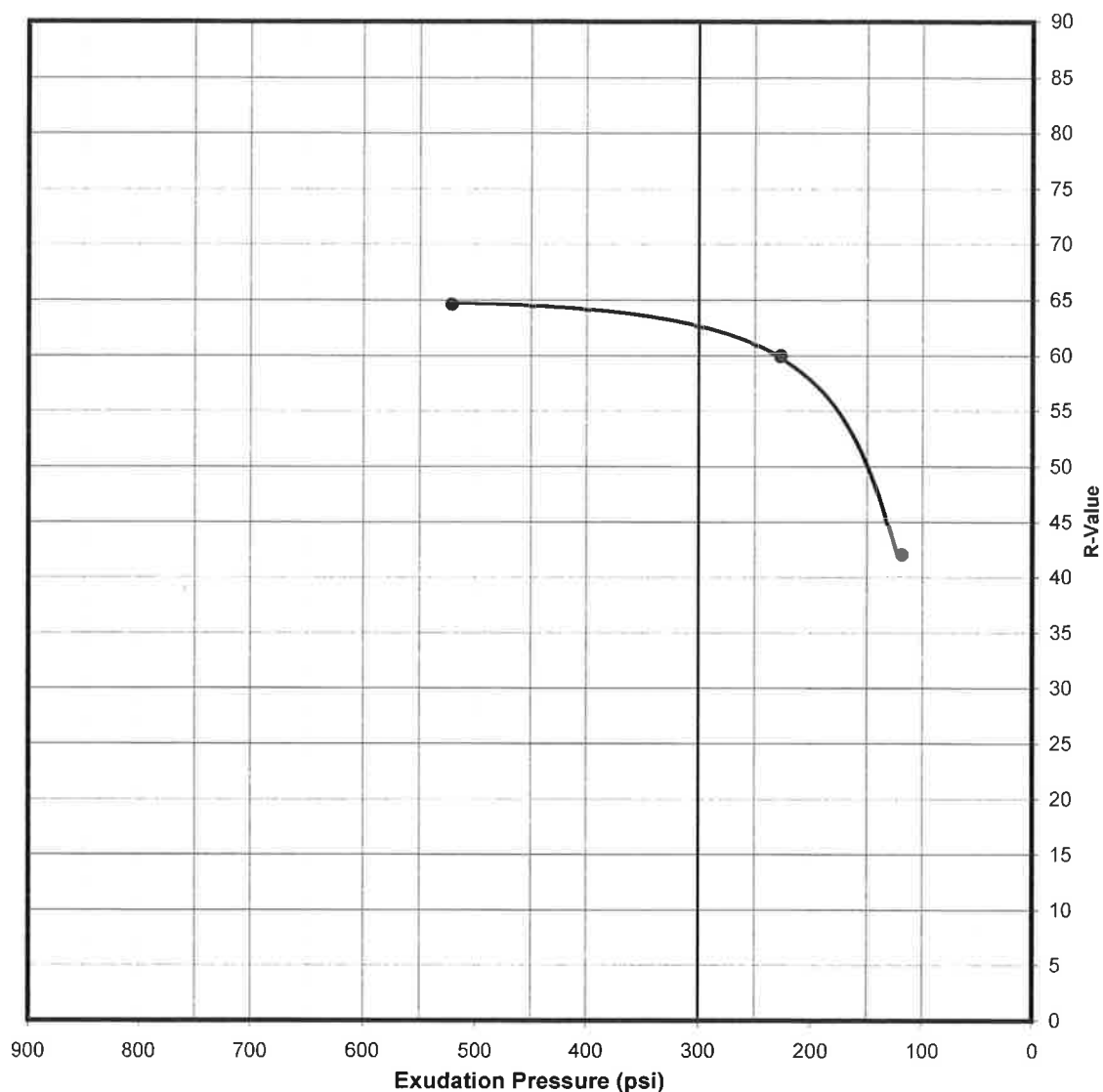
Project No: 7217.7.001.01

Figure



Date: 3/1/2006
 Project Name: State Street
 Project Number: 7217.7.001.01
 Sample: TP2@2
 Description: Brown silty sand (SM)

| Specimen | A | B | C |
|---|-------|-------|-------|
| Exudation Pressure, p.s.i. | 617 | 207 | 103 |
| Expansion dial (.0001") | 0 | 0 | 0 |
| Expansion Pressure, p.s.f. | 0 | 0 | 0 |
| Resistance Value, "R" | 73 | 66 | 53 |
| % Moisture at Test | 8.1 | 9.0 | 9.8 |
| Dry Density at Test, p.c.f. | 116.2 | 123.6 | 123.1 |
| "R" Value at 300 p.s.i., Exudation Pressure | 70 | | |



Date: 3/1/2006
 Project Name: State Street
 Project Number: 7217.7.001.01
 Sample: TP9@2.5
 Description: Brown silty sand (SM)

| Specimen | A | B | C |
|---|-------|-------|-------|
| Exudation Pressure, p.s.i. | 521 | 227 | 119 |
| Expansion dial (.0001") | 0 | 0 | 0 |
| Expansion Pressure, p.s.f. | 0 | 0 | 0 |
| Resistance Value, "R" | 65 | 60 | 42 |
| % Moisture at Test | 8.7 | 9.5 | 10.8 |
| Dry Density at Test, p.c.f. | 124.1 | 123.9 | 123.0 |
| "R" Value at 300 p.s.i., Exudation Pressure | 63 | | |



Sunland Analytical

11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 03/01/2006
Date Submitted 02/22/2006

To: Steve Crenshaw
Engeo Inc.
2213 Plaza Dr.
Rocklin, CA 95765

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : 7127.7.001.01 Site ID : TP2-1.
Thank you for your business.

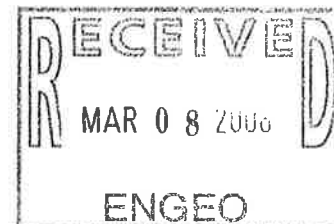
* For future reference to this analysis please use SUN # 46959-93031.

EVALUATION FOR SOIL CORROSION

| | | | |
|---------------------|---------|----------------|---|
| Soil pH | 7.52 | | |
| Minimum Resistivity | 12.33 | ohm-cm (x1000) | |
| Chloride | 4.9 ppm | 00.00049 | % |
| Sulfate | 0.7 ppm | 00.00007 | % |

METHODS

pH and Min.Resistivity CA DOT Test #643
Sulfate CA DOT Test #417, Chloride CA DOT Test #422





Sunland Analytical

11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 03/01/2006
Date Submitted 02/22/2006

To: Steve Crenshaw
Engeo Inc.
2213 Plaza Dr.
Rocklin, CA 95765

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : 7127.7.001.01 Site ID : TP5-2.
Thank you for your business.

* For future reference to this analysis please use SUN # 46959-93032.

EVALUATION FOR SOIL CORROSION

| | | | |
|---------------------|---------|----------------|---|
| Soil pH | 7.24 | | |
| Minimum Resistivity | 13.67 | ohm-cm (x1000) | |
| Chloride | 6.0 ppm | 00.00060 | % |
| Sulfate | 0.5 ppm | 00.00005 | % |

METHODS

pH and Min. Resistivity CA DOT Test #643
Sulfate CA DOT Test #417, Chloride CA DOT Test #422



Sunland Analytical

11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 03/01/2006
Date Submitted 02/22/2006

To: Steve Crenshaw
Engeo Inc.
2213 Plaza Dr.
Rocklin, CA 95765

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : 7127.7.001.01 Site ID : TP8-2.
Thank you for your business.

* For future reference to this analysis please use SUN # 46959-93033.

EVALUATION FOR SOIL CORROSION

| | | | |
|---------------------|---------|----------------|---|
| Soil pH | 7.10 | | |
| Minimum Resistivity | 15.28 | ohm-cm (x1000) | |
| Chloride | 3.1 ppm | 00.00031 | % |
| Sulfate | 0.1 ppm | 00.00001 | % |

METHODS

pH and Min.Resistivity CA DOT Test #643
Sulfate CA DOT Test #417, Chloride CA DOT Test #422

APPENDIX B

**ENGEO; Supplemental Geotechnical Recommendations for Residential Foundations,
Mills Landing State Street at East Williams Street
Carson City, Nevada; January 17, 2007.**

January 17, 2007

Project No.
7217.7.001.01

Ms. Susan Dorr
Landmark Communities
985 Damonte Ranch Parkway, Suite 300
Reno, NV 98521

Subject: Mills Landing
State Street at East Williams Street
Carson City, Nevada

**SUPPLEMENTAL GEOTECHNICAL RECOMMENDATIONS
FOR RESIDENTIAL FOUNDATIONS**

- References:
1. ENGEO Incorporated; Geotechnical Report for State Street Project, Carson City, Nevada; Project No. 7217.7.001.01, dated May 18, 2006.
 2. ENGEO Incorporated; Plasticity Index Test Results – Proposed Fill Material; Project No. 7500.7.001.01, dated October 18, 2006.

Dear Ms. Dorr:

We are pleased to provide the following supplemental recommendations for the residential foundations at the Mills Landing project site located in Carson City, Nevada. Our original geotechnical report for the project (Reference 1) provides recommendations for post-tensioned mat foundations and continuous footing foundations with crawl spaces. Post-tensioned mat foundations remain recommended within the “reinforced building zone” within the vicinity of the active fault trace. These supplemental recommendations for conventionally reinforced slab-on-grade foundations do not apply within the “reinforced building zone.”

IMPORT MATERIALS

Approximately 5,000 cubic yards of imported fill material was selectively borrowed from the Capital Village stockpile and mixed/placed at the Mills Landing site from December 4 through 13, 2006. ENGEO field personnel monitored selective blending and placement of the imported fill material in accordance with our recommendations, Reference 2. Laboratory test results of the import materials sampled on January 15, 2007, indicate Plasticity Index values of 10 and 12.

It is our understanding that approximately 3,000 cubic yards of material remain to be imported, although the borrow area has not yet been identified. Imported fill materials should be processed to remove concentrations of organic materials and particles greater than 6 inches in maximum dimension and have a Plasticity Index less than 12. Allow ENGEO to sample and test proposed imported fill materials at least 72 hours prior to delivery to the site.

CONVENTIONAL FOOTINGS WITH SLAB ON GRADE

For conventional reinforced footings and slab-on-grade, we recommend the following:

1. Moisture condition the pad subgrade to a moisture content at least 3 percentage points above optimum prior to foundation construction. The subgrade should not be allowed to dry prior to concrete placement.
2. Construct residential building foundations with conventional perimeter footings a minimum of 12 inches wide and extending a minimum of 24 inches below the lowest adjacent pad grade in accordance with Carson City standard specifications to reduce frost effects.
3. Construct a moisture retarder system directly beneath the slab on-grade that consists of the following:
 - Impermeable vapor retarder membrane sealed at all seams and pipe penetrations and connected to all footings. Vapor retarders shall conform to Class A vapor retarder per ASTM E 1745-97 "Standard Specification for Plastic Water Vapor Retarders used in Contact with Soil or Granular Fill under Concrete Slabs." The vapor retarder should be underlain by
 - 4 inches of clean crushed rock. Crushed rock should have 100 percent passing the $\frac{3}{4}$ -inch sieve and less than 5 percent passing the No. 4 Sieve.
4. Provide a minimum concrete slab thickness of 4 inches.
5. Reinforce slabs in accordance with designs provided by the Structural Engineer. In our opinion, the slabs should be reinforced with at least No. 3 rebar on 18 inch centers each way, placed within the middle third of the slab.

The structural engineer should provide final design thickness and reinforcement for the intended structural loads.

We recommend that ENGEO be retained to provide soil engineering services during the earthwork phases of the work. This is to observe for compliance with the design concepts, specifications and recommendations and to allow design changes in the event that subsurface conditions differ from those anticipated prior to the start of construction.

If you have any questions or comments regarding these recommendations, please feel free to contact us.

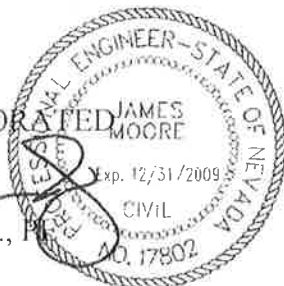
Very truly yours,

ENGEO INCORPORATED

James E. Moore, Jr., P.E.

jem/smc:suppres

cc: Mark Rotter, Capital Engineering (e-mail only)




Paul C. Guerin

Appendix G

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
MILLS LANDING TOWN HOME OWNER'S ASSOCIATION**

RECITALS

R1. Whereas, Mills Landing Town Home Owner's Association is a Nevada Corporation, collectively as to Lots within the 2-44 Map hereinafter defined, hereinafter collectively referred to as "Declarant". Declarant executes this Declaration of Covenants, Conditions, and Restrictions, dated _____, 2016.

R2. Whereas, the above-referenced Declaration of Covenants, Conditions, and Restrictions establishes certain limitations, easements, covenants, restrictions, conditions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in that certain parcel of real property located in Carson City, County of Carson, State of Nevada, and more particularly described as set forth in Exhibit "A", and in any Declarations of Annexation to the Mills Landing Town Home Owners Association filed with the Carson City Recorder;

R3. Whereas, pursuant to Section 15 of the above-referenced Declaration of Covenants, Conditions, and Restrictions the Members of the Mills Landing Town Home Owners Association, constituting at least fifty-one percent (51%) of the Owners, desire to restate, modify and otherwise change the above-referenced Declaration of Covenants, Conditions, and Restrictions;

R4. It is further hereby declared that all of the real property described herein is held and owned and will be held, owned, operated, managed, conveyed, assigned, rented, hypothecated, encumbered, leased, used, occupied and improved subject to the following Declaration of Covenants, Conditions, and Restrictions, which is declared and agreed to be in furtherance of a plan and purpose of protecting, preserving and enhancing the value, desirability and attractiveness of that real property and every part thereof and of fostering the development, management, improvement, enjoyment, use and sale of that real property and any part thereof;

R5. It is further hereby declared that all of the Covenants, Conditions, and Restrictions herein set forth will constitute enforceable equitable servitudes and will constitute covenants that will run with the real property and will be binding upon and inure to the benefit of each Owner of any portion of the real property or of any interest therein, each party having or acquiring any right, title or interest in and to the real property or any part thereof and their heirs, successors and assigns; and

R6. It is further hereby declared that each Owner, by acceptance of a deed to a Lot, will be deemed to have agreed, for any and all purposes, for each Owner and for the members of each Owner's family, contract purchasers, tenants, lessees, guests, invitees and/or licensees to abide by, and to be bound by, each and every provision of this Declaration of Covenants, Conditions, and Restrictions which subjects such Owner or other person to a contractual, fiduciary or other duty, obligation or agreement for the benefit of other Owners or occupants of the MILLS LANDING Project, either individually or as a class, Mills Landing Town Home Owners Association or the public generally, regardless of whether the deed refers specifically to this Declaration of Covenants, Conditions, and Restrictions or to any such duty, obligation or agreement.

ARTICLE I: DEFINITIONS

Section 1.1. "Architectural Committee" means the committee established under Article VIII for the purpose of considering and taking action with respect to proposed work of Improvements within the Project.

Section 1.2. "Articles" means the Articles of Incorporation of Mills Landing Town Home Owners Association, which is filed in the Office of the Secretary of State of Nevada, and such articles may be amended from time to time.

Section 1.3. "Assessment" means any Regular, Special, or Special Individual Assessment made or assessed by the Association against an Owner and their Lot in accordance with the provisions of Article V of this Declaration.

Section 1.4. "Association" means Mills Landing Town Home Owners Association, a Nevada nonprofit mutual benefit corporation and its successors and assigns. Mills Landing Town Home Owners Association is a non-profit cooperative corporation, the Members of which shall be the Owners of Lots within the project.

Section 1.5. "Association Rules" means the rules, regulations and policies adopted by the Board of Directors, pursuant to Section 4.6(a) (ii) (E) of this Declaration, as the same may be in effect from time to time.

Section 1.6. "Board of Directors" or "Board" means the Board of Directors or the governing body of the Association.

Section 1.7. "Buildings" means structures located on the Project.

Section 1.8. "Bylaws" means the Association's Bylaws, as may be amended.

Section 1.9. "Common Area" means all real maintained by the Association for the common use and enjoyment of the Owners and includes, but is not limited to, the area shown on the Map as the streets Ω , including curb landscaping and sidewalks, pole lights, sign lights, street lights, street light electricity, and the fence and landscaped pathway bordering the Project.

Section 1.10. "Common Expense" means any use of Association Funds authorized by Article IV and V hereof and includes, without limitation: (a) All expenses incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Area, Common Facilities, or any portion of any Lot that the Association is obligated to maintain or repair, (b) all expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board of Directors, (c) any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Areas and Common Facilities or any portion of any Lot that the Association is obligated to maintain or replace, and for nonpayment of any assessments, and (d) the use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents.

Section 1.11. "Common Facilities" means the trees, hedges, plantings, lawns, shrubs, landscaping, lighting fixtures, Buildings, structures and other facilities located, constructed or installed, or to be located, constructed or installed within the Common Area.

Section 1.12. "County" means Carson County, State of Nevada, and its various departments, divisions, employees and representatives.

Section 1.13. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions of the Mills Landing Town Home Owners Association, recorded in the Office of the County Recorder of Carson City, Nevada as it may be amended from time to time.

Section 1.14 "Director" means a member of the Association's Board of Directors.

Section 1.15. "First Mortgage"; "First Mortgagee"; "Eligible First Mortgagee" means a security device which constitutes a lien of first priority against any Lot. "First Mortgagee" means any institutional lender who is a secured party who holds a First Mortgage as defined in this section, and includes the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the U. S. Department of Housing and Urban Development, the Federal Housing Administration (FHA); the United States Department of Veterans Affairs (VA), and any assignee, in whole or in part, of such First Mortgage. "Institutional Lender" means any entity that is in the business of making real property loans and that is regulated by or chartered for that purpose under federal or state laws. "Institutional Lender" includes, without limitation, any bank, savings and loan association, insurance company, mortgage broker, credit union, pension or profit sharing trust fund, or a federally chartered corporation or a government agency that is either a lender or that purchases mortgages. Eligible First Mortgagee means a First Mortgagee that has requested notice by sending a written request to the Association stating both its name and address and the Lot number or Lot address for which it has a mortgage. Where any provision of the Governing Documents requires the approval of a First Mortgagee, the approval of the holder, insurer, or guarantor of the First Mortgage will be deemed to be the required approval.

Section 1.16. "Governing Documents" is a collective term that means and refers to this Declaration and to the Association's Articles, Bylaws, Rules and the policies and resolutions adopted by the Board and distributed to the Members.

Section 1.17. "Improvement" means an addition to or alteration of the real property comprising the Project or any portion thereof and includes, but is not restricted to, any Building, outbuilding, structure, shed, driveway, parking area, paving, walk, fence, wall, arbor, deck, balcony, pole, sign, tank, ditch, swimming pool, landscaping, landscape structures, solar heating equipment, spa, antenna, utility line, court, gate, statue, marker, hold, pipe and anything deemed to be a "work of improvement", or any structure of any kind.

Section 1.18. "Lien" means any lien, whether voluntary or involuntary.

Section 1.19. "Lot" means any parcel of land shown on the Map, and any other parcel of land designated as a Lot in any recorded supplement to the Declaration, including declarations of annexation, except for the Common Area.

Section 1.20. "Maintenance" means the exercise of reasonable care to keep, including the repair of, Buildings, landscaping, lighting and Common Area and real or personal property in which the

Association or an Owner holds an interest in a state similar to their original condition, normal wear and tear excepted.

Section 1.21. "Map" means that certain Project map entitled "Map of Mills Landing Town Home Owners Association" recorded on _____, 2015 in Book _____ of Maps, Page _____ in the Official Records of Carson City.

Section 1.22. "Member" means every person or entity that is a record Owner of a fee or undivided fee interest in any Lot within the Project and, thereby, holds a Membership in the association except any such person or entity who holds an interest in a Lot merely as a security for the performance of an obligation.

Section 1.23. "Member in Good Standing" means a Member of the Association who is current in the payment of all dues, assessments, fines, penalties and other charges imposed in accordance with the Governing Documents, and who is in compliance with all of the provisions of the Governing Documents as more particularly set forth in the Bylaws.

Section 1.24. "Mortgage" means any security device encumbering all or any portion of the Project, including any deeds of trust. The terms mortgage and deed of trust may be used interchangeably.

Section 1.25. "Mortgage Lien" means the lien or charge or equivalent security interest of any mortgage or deed of trust. "**Mortgagor**" will refer to the trustor under a deed of trust, as well as a mortgage.

Section 1.26. "Owner" means any person or entity which owns a fee simple interest in any Lot. The term "Owner" includes, except where the context otherwise requires, the Owner's family, contract purchasers, lessees, tenants, occupants, servants, employees, guests, invitees and/or licensees. The term "Owner" does not include those having such interest merely as a security for the performance of an obligation.

"**Owner of Record**" and/or "**Member of the Association**" include an Owner and mean any person or other entity in which title to a Lot is vested as shown by the official records of the Office of the County Recorder.

Section 1.27. "Party Walls" mean any Improvements, including fences that are constructed on the property line of any adjoining Lots, a portion of which is located on each of the two adjoining Lots. This can include common walls between units.

Section 1.28. "Project" means the entire property described in Exhibit "A" attached hereto, including all structures and Improvements constructed thereon or any additional properties annexed into the Association.

Section 1.29. "Regular Assessment" means an Assessment levied on an Owner and their Lot in accordance with Section 5.3 of the Declaration.

Section 1.30. "Residential Use" means occupation and use of a Lot for residential dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy residential dwellings.

Section 1.31, "Shared Common Area" means the area on the maps between Millennium Homeowners Association and the Mills Landing Town Homes referred to as "the path" to which both associations share in the maintenance and repair/replacement per their respective pro-rata use and density per association.

Section 1.32. "Special Assessment" means an Assessment levied on an Owner and their Lot in accordance with Section 5.3 thereof.

Section 1.33. "Special Individual Assessment" means an Assessment made against an Owner and their Lot in accordance with Section 5.4 hereof.

Section 1.34. "Unit" means the Improvements located on each Lot, comprising a single family town home residence and appurtenances.

ARTICLE II: OWNERS' PROPERTY RIGHTS & OBLIGATIONS.

Section 2.1 Elements of Lot. Ownership of each Lot within the Project includes:

- (a) Lot. A separate Lot as defined herein and described, depicted, and identified by number on the Map.
- (b) Membership in the Association.
- (c) Nonexclusive easements, subject to any other provisions of this Declaration under which such easements may be modified or extinguished over the Common Area.

Section 2.2. Persons Subject to Governing Documents. All present and future Owners of Lots within the Project are subject to, and must comply with, each and every provision of the Governing Documents, as they may be amended from time to time, unless a particular provision is specifically restricted in its application to one or more of such classes of persons (e.g. tenants, invitees, etc.). The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Lot, or the occupancy of any Lot constitutes the consent and agreement of such Owner, tenant or occupant that each and all of the provisions of this Declaration, as may be amended from time to time, are binding upon them and that they will observe and comply with the Governing Documents.

The liability and obligation of any Owner for performance of any one and all provisions of the Governing Documents with respect to any Lot terminates upon the sale, transfer, or other divestiture of such Owner's entire interest in that Lot with respect to obligations arising hereunder from and after the date of such divestiture.

Section 2.3. Delegation of Use.

(a) Delegation of Use and Leasing of Lots. Any Owner may delegate the Owner's rights to use and enjoy the Common Area and Common Facilities to members of the Owner's family or to the Owner's tenants, lessees or contract purchasers who reside in the Owner's Lot, provided that any rental or lease may only be for Residential Use and for a term of not less than ninety (90) days except with the approval of the Board.

During any period when a Lot has been rented or leased, the Owner-lessor, their family, and guests and invitees will not be entitled to use and enjoy the Common Area or Common

Facilities of the Project, except to the extent reasonably necessary to perform the Owner's responsibilities as a lessor of the Lot, provided that this restriction does not apply to an Owner-lessor who is contemporaneously residing in another Lot within the project.

Any rental or lease of a Lot is subject to the provisions of the Governing Documents, all of which are deemed incorporated by reference in the lease or rental agreement. Each Owner-lessor must provide any tenant or lessee with all of the provisions of the Governing Documents and must be responsible for compliance by the Owner's tenant or lessee with all the provisions of the Governing Documents during the tenant's or lessee's occupancy of the Lot.

(b) Discipline of Lessee; Exercise of Eviction Authority. An Owner who leases their Lot to any person or entity is responsible for assuring compliance by the lessee with the provisions of the Governing Documents, including but not limited to, all easements, reservations, assessments, liens and charges created in accordance with this Declaration, all as amended and supplemented from time to time.

Subject to Subsection (c), below, in the event that any tenant or lessee fails to honor the provisions of any Governing Document, the Association may take such corrective action as it deems necessary or appropriate under the circumstances, which may include initiation of an eviction proceeding in accordance with Subsection (c) below, or the imposition of fines and penalties against the Owner or tenant/lessee.

Whether or not such right is stated in any rental agreement, every Owner who rents their Lot automatically grants to the Association the right to determine a tenant's default under the Governing Documents and of terminating the tenancy and evicting the tenant for such default. If the Board takes such eviction action, either in its own name or in the Owner's name, the Owner will be responsible for all costs thereof, including reasonable attorney's fees, and will reimburse the Association upon demand for the entire amount of such costs. If the Owner refused to make such reimbursement, the sums will constitute a Special Individual Assessment (Section 5.4) for which a lien may be imposed against the Owner's Lot. The Association's right to maintain an eviction action hereunder is derived from the Nevada Revised Statutes and will only arise if the tenant's or Lessee's conduct involves damage to or destruction of Common Areas or Common Facilities, or constitutes a nuisance or unreasonable interference with the quiet enjoyment of other occupants.

Any fine or penalty levied pursuant to their Section 2.3 will be considered a Special Individual Assessment as defined in Section 5.4, below. If a Special Individual Assessment is imposed as a result of the conduct of a renter or lessee, the renter or lessee agrees to be personally obligated for the payment of such assessments. In the event the Owner-lessor fails to pay the assessments prior to the delinquency date. This provision, however, will not be construed to release the Owner from any obligation, including the obligation to pay any duly imposed Special Individual Assessments, for which such Owner would otherwise be responsible. Any lessee charged with a violation of the Governing Documents is entitled to the same notice and hearing rights to which the Owner is entitled as provided in Subsection (c), below. Any Owner who leases their Lot is responsible for assuring compliance by the lessee with the Governing Documents.

(c) Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Project, or any part thereof, or to preserve the rights of quiet enjoyment of other Owners, the Association has no right to initiate disciplinary action against an Owner-lessor (or the Owner's lessee or

tenant) on account of the misconduct of the Owner's lessee or tenant unless and until the following conditions have been satisfied:

(i) The Owner has received written notice from the Board or the Association's community manager, if any, detailing the nature of the lessee's or tenant's alleged infraction or misconduct and advising the Owner of their right to a hearing on the matter in the event the Owner believes that remedial or disciplinary action is unwarranted or unnecessary;

(ii) The Owner has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing, if one is requested by the Owner; and

(iii) The Owner has failed to prevent or correct the tenant's objectionable misconduct. Any hearing requested hereunder must be conducted in accordance with Section 13.6.

(d) Security Deposit. Through its rule-making power, exercised in accordance with Subsection 4.6(a)(ii)(E) hereof, the Board of Directors is hereby authorized and empowered to establish and implement an Association security deposit procedure to protect the Association, the Common Area and Common Facilities from negligence, damage and/or destruction caused by an Owner's tenants or lessees or the tenant's or lessee's families and guests. The security deposit, if required, will be payable by the Owner and will be fixed in an amount not to exceed the annual assessment and will be held by the Association in a separate security deposit fund in the name of the Association. Within two weeks following receipt of notice from the Owner-lessee that the Lot is no longer being leased, the Association will furnish the Owner with an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and will return the remaining portion of the security to the Owner.

(e) Recoverable Costs and Expenses. In the event of: (i) damage to, or destruction of, Common Areas or Common Facilities by a tenant or lessee or the Owner of a leased Lot; (ii) the imposition of a fine or penalty against an Owner-lessee as a result of any act or omission of the Owner's tenant or lessee; or (iii) expenses incurred by the Association in the successful prosecution of an eviction proceeding pursuant to Subsection (b), above, the Association may apply the security deposit to the Recoverable Costs and Expenses. The Owner-lessee will thereupon immediately reimburse the security deposit fund in an amount equal to the sums thus applied. Upon termination of the lease and notification to the Association of such termination, the security deposit, or the balance thereof, will be refunded to the Owner without interest. As a condition to the Association's right to apply security deposit funds in the manner provided above, the Association must give the Owner-lessee the notice and hearing rights specified in Subsection (c) above.

Section 2.4. Merger of Lots. The Association has the right, but not the obligation, to grant to the Owner of two (2) or more adjacent Lots those easements necessary or appropriate to permit such Owner to effect internal access from one Lot to another through the walls or other portions of the Common Area which separate and divide the individual Lots. Such Lots will, for all purposes of the Governing Documents, remain and be treated as two (2) separate Lots. The Association also has the right, but not the obligation, to grant the Owner of two (2) or more adjacent Lots those easements necessary or appropriate to permit such Owner to separate and divide Lots previously joined hereunder.

All of such work will be done at the expense of the Owner, and any such Owner must indemnify the other Owners and the Association against and hold them harmless from, any cost, loss,

liability, damage, or injury to property or persons arising from, or caused by, such work. As a condition to the grant of any such easement, the Association may impose such reasonable terms and conditions with respect thereto as the Board deems necessary or appropriate including, without limitation, a requirement that the Owner obtain lien and completion bonds to assure lien-free completion of the work.

Section 2.5. Obligations of Owners. Owners of Lots within the Project are subject to the following:

(a) Owner's Duty to Notify Association of Contract Purchasers and Tenants.

(i) Sale. At least ten (10) days before the consummation of any sale or other transaction which will result in a change in the record ownership of the fee interest in a Lot, the transferring Owner or Owners must provide the following information to the secretary of the Association or the Association's property manager, if any, in writing:

- (A)** The name of each transferor and transferee;
- (B)** The Lot number and street address of the Lot to be transferred;
- (C)** The mailing address of each transferee;
- (D)** The name and address of the escrow holder, if any, for such transfer and the escrow;
- (E)** The proposed date for consummation of the transfer.

(ii) Lease. No later than five (5) days after the execution of a lease or rental of a Lot and in all circumstances at least three (3) days prior to providing a lessee or tenant with possession of a Lot, the lessor or Owner that is renting (whether an Owner or prior lessee) must provide the Association with an executed copy of the lease or rental agreement and the following information in writing:

- (A)** The name of each lessor or Owner that is renting and each lessee or tenant;
- (B)** The Lot number and street address of the Lot to be leased or rented;
- (C)** The mailing address of each lessee or tenant;
- (D)** The commencement and termination dates of the lease or rental agreement; and
- (E)** The names of all persons who will occupy the Lot under the lease or rental agreement.

(iii) Effect of Failure to Notify. Until such time as the Association receives the notice required herein above, a transferee, lessee or tenant will be deemed to have received any and all notices or other communications required or permitted to be given by the Association hereunder.

(b) Contract Purchasers. A contract seller of a Lot must delegate their voting rights as a Member of the Association and seller's right to use and enjoy the Common Area and Common Facilities to any contract purchaser in possession of the property subject to the contract of sale. Notwithstanding the foregoing, the contract seller will remain liable for any default in the payment of Assessments by the contract purchaser until title to the property sold has been transferred to the purchaser.

(c) Notification Regarding Governing Documents.

(i) As more particularly provided in the Nevada Revised Statutes, as soon as practicable before transfer of title or the execution of a real property sales contract with respect to any Lot, the Owner thereof must give the prospective purchaser (A) a current copy of the Governing Documents; (B) the Association's most current financial statement; (C) a true statement in writing from the Association ("delinquency statement") as to the amount of any delinquent Assessments, together with information relating to late charges, attorneys' fees, interest, and reasonable costs of collection which, as of the date the statement is issued, are or may become a lien on the Lot being sold; (D) a true statement in writing from an authorized representative of the Association as to the amount of the Association's current Regular and Special Assessments (if any) and fees; and (E) a notice of any change in the Association's current Regular or Special Assessments and fees that have been approved by the Board but that have not become due and payable as of the date that the information is provided.

(ii) The Association will, within ten (10) days of the mailing or delivery of a request for the information described in Subsection (c)(i), above, provide the Owner with a copy of the current Governing Documents, together with the delinquency statement referred to in the immediately preceding Subsection (c)(i), above. The Association will be entitled to impose a fee for providing the Governing Documents and delinquency statement equal to (but not more than) the reasonable cost of preparing and reproducing the requested materials. In addition, the Association may impose a reasonable fee to cover its actual costs incurred to change its records in connection with a change of ownership of Lot.

(d) Payment of Assessments and Compliance with Association Rules. Each Owner must pay when due each Regular, Special and Special Individual Assessment levied against the Owner and their Lot and must observe, comply with and abide by any and all Association Rules set forth in, or promulgated by the Board pursuant to, any Governing Document for the purpose of protecting the interests of all Owners or protecting the Common Area and Common Facilities.

(e) Responsibility for Conduct of Others. Each Owner is fully responsible for informing members of Owner's family, contract purchasers, lessees, tenants, servants, employees, guests, invitees and/or licensees of the provisions of the Governing Documents and is fully responsible for any violation of the provisions of the Governing Documents by members of Owner's family, contract purchasers, lessees, tenants, servants, employees, guests, invitees and/or licensees. Each Owner is fully responsible for the conduct and activities of Owner's pets and the pets of Owner's family, contract purchasers, lessees, tenants, servants, employees, guests, invitees and/or licensees.

(f) Indemnification for Damage and Injury. Each Owner will be liable to the remaining Owners and the Association for any damage to the Common Area that may be sustained by

reason of the willful misconduct, negligent act or omission of the Owner, Owner's family, contract purchasers, lessees, tenants, servants, employees, guests, invitees, or licensees (to the extent any such damage is not covered by insurance).

Each Owner, by acceptance of their deed, agrees personally and for family members, contract purchasers, lessees, tenants, servants, employees, guests, invitees, and licensees, to indemnify each and every other Owner, and to hold such Owner(s) harmless from, and to defend them against, any claim of any person for personal injury or property damage occurring within the Lot of that particular Owner, except to the extent (i) that such injury or damage is covered by liability insurance in favor of the Association or other Owner or (ii) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or another Owner or other person temporarily visiting said Owner's Lot or the Project.

No decision resulting in the liability of an Owner pursuant to this Subsection 2.5(f) will be reached before providing such Owner with notice and a hearing pursuant to Subsections 13.6(e) and (f).

(g) Discharge of Assessment Liens. Each Owner must promptly discharge any Assessment lien that may hereafter become a charge against their Lot.

(h) Joint Ownership of Lots. In the event of joint ownership of any Lot, the obligations and liabilities of the multiple Owners under the Governing Documents are joint and several. Without limiting the foregoing, this Subsection (h) applies to all obligations and duties of Owners as set forth in this Declaration, including, without limitation, the payment of all Assessments.

(i) Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Area or Common Facilities, renunciation or abandonment of the Owner's Lot, any other act of renunciation or abandonment or otherwise, may avoid the burdens and obligations imposed on such Owner (by virtue of being an Owner or Association Member) by the Governing Documents, including, without limitation, that payment of Assessments levied against the Owner and their Lot pursuant to this Declaration. Nor may any Owner divest itself of any such burden or obligation by attempting to assign responsibility therefore to a tenant, manager or any third person.

(j) Termination of Obligations. Upon the conveyance, sale, assignment or other transfer of a Lot to a new Owner, the transferor-Owner will not be liable for any Assessments levied with respect to such Lot which become due after the date of recording of the deed evidencing said transfer and, upon such recording, all Association Membership rights possessed by the transferor by virtue of the ownership of the Lot will cease. The voluntary conveyance of a Lot to a new Owner, however, will not extinguish an: obligations of the transferring Owner for unpaid assessments against said Lot being conveyed.

(k) Obligation to Permit Entry by Association and/or Adjacent Owners. Each Owner is obligated to permit the Owners of adjacent Lots or the representatives of such adjacent Owners to enter the Owner's Lot for purposes of performing installations, alterations or repairs to mechanical or electrical services, including installation of television antennas and related cables, which are reasonably necessary for the use and enjoyment of their Lot, provided that the adjacent Owner furnishes the Owner whose Lot is being entered upon with twenty-four (24) hours written notice of their intent to enter the Lot, specifying the purpose and scheduled time of such entry and must make every reasonable effort to perform their use and schedule their entry in a manner that respects the privacy of the persons residing within

the Lot and the convenience of the occupants of the Lot. Each Owner must also honor the right of the Association to enter Lots as provided in Section 4.5(b).

Section 2.6. Party Walls and Fences. The following provisions apply with regards to Party Walls and Fences in the Project:

(a) Fence Heights. Fence heights shall comply with Carson City Code. There shall be no Front yard fences. Fences shall be a minimum of six (6) feet in height attached to home. Side and rear fences may be more than shall not exceed six (6) feet in height and shall be made of material deemed acceptable by the Board. Materials will be uniform to maintain continuity. vinyl material.

(b) Fences Encouraged/Discouraged. To keep the continuity of appearance of the Project, no chain link or cyclone fences are allowed.

(c) General Rules of Law to Apply. Each wall or fence which is built and placed on the dividing line between the Lots will constitute a Party Wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions will apply thereto.

(d) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall and Fences will be shared by the Owners who make use of the wall in equal proportion to such use.

(e) Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they will contribute to the cost of restoration thereof in equal proportion without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(f) Weatherproofing. Notwithstanding any other provisions of this article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by their negligent or willful act causes the Party Wall to be exposed to the elements will bear the whole cost of furnishing the necessary protection against such elements.

(g) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this article will be appurtenant to the land and will pass to such Owner's successors in title.

(h) Arbitration. In the event of any dispute between Owners concerning a Party Wall, each party will choose one arbitrator, and such arbitrators will choose one additional arbitrator, and resolution of the dispute will be decided by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within 10 days after written request therefore, the Board of Directors will select an arbitrator for the refusing party. The arbitrators will render a decision within 30 days after appointment.

(i) Party Wall Easements. In all cases where structural wall constituting a common wall for two Units, is located upon the dividing line between adjacent Lots, the Owner of the adjoining Lot will have reciprocal mutual nonexclusive easements for the maintenance of the wall, the reconstruction of the wall in the event of the partial or total destruction of the same.

ARTICLE III: RESTRICTIONS & USE OF PROJECT.

In addition to the restrictions established by law or set forth in the Association Rules promulgated by the Board of Directors, consistent with this Declaration, the following restrictions are hereby imposed upon the use of the Project.

Section 3.1. Residential Use:- No Lot may be occupied, used, or improved for other than residential and associated noncommercial purposes. No Unit may be occupied by more than two (2) persons per bedroom plus one (1) additional person without the prior written approval of the Board. No Lot may be rented or leased for transient or hotel purposes or vacation rental purposes.

Section 3.2. Rental of Lots:- The lease or rental of Lots is subject to the Governing Documents and a breach of the Governing Documents is a default of the lease or rental agreement. No Lot may be leased or rented for a period of less than ninety (90) consecutive days, so as to infer vacation rentals are not permitted. The occupancy of a Lot by other than the Owner or such Owner's immediate family must be reported to the Association in writing prior to such occupancy and a copy of the written rental agreement or lease must be concurrently furnished to the Association. Any monetary obligation incurred by any non-Owner occupant to the Association will also be the personal obligation of the Owner of the Lot so occupied, and may be levied against such Lot as an Assessment.

Each Owner leasing a Lot pursuant to this section will be strictly responsible and liable to the Association and its Members for the actions of such Owner's tenant(s) in the Project and for each lessee's or tenant's compliance with the provisions of the Governing Documents.

Section 3.3. Restriction on Businesses:- The conducting of any trade or business is prohibited, except those trades or businesses that are permitted by and comply with zoning and other laws or ordinances, and which do not: (i) change the overall residential use of the Unit; (ii) have persons other than the occupant employed or reporting to work at the Unit; (iii) display or publish the address of the business, except on business cards and letterhead; (iv) display signs or other exterior indications of a trade or business; (v) have items sold or offered for sale on the premises; (vi) involve in-person calls by customers, employees, or delivery persons except on an infrequent basis; (vii) require the storage of large amounts of bulky goods or inventory or any hazardous or toxic materials; or (viii) require the parking of vehicles on the streets within the Project. The Association may have maintenance facilities within the Project.

Section 3.4. Use and Parking of Vehicles:-

Registered vehicles may be parked within the Project. The following is prohibited at the Project:

(a) Vehicles that lack any of the following qualities: street legal (other than vehicles specifically designed as off-road vehicles), completely operational, quiet, smoke-free, all lights work, and all body parts are intact;

(b) No trucks, trailers, boats, recreational vehicles, commercial vehicles or unlicensed vehicles of any kind shall be kept, stored or parked on any portion of any Lot in MILLS LANDING unless (i) behind a six foot (6') fence or otherwise concealed from view from the street. (ii) where required temporarily for the construction, repair, refinishing, or maintenance of any part of the Project; (iii) for loading or unloading of RVs, moving furnishings, equipment, or supplies into or out of the Project; or (iv) for washing vehicles in a Lot's driveway;

(c) The placement or maintenance of vehicles, motorcycles, trail bikes, off-road vehicles, or bicycles, except within enclosed garages. Off-road unlicensed motor vehicles may not be operated within the Project;

(d) Using a garage for storage or otherwise so that it cannot be used to store at least two (2) of the occupant's motor vehicles. No garage may be converted to living quarters or otherwise disabled from being used for vehicle parking.

Section 3.5. Use of Streets:

The streets may not be used for recreational purposes, including but not limited to, skateboarding, joyriding and racing, except for walking and jogging and Board approved events.

Section 3.6. Disposal of Refuse: Occupants must place refuse in covered sanitary receptacles that are suitable for the collection of refuse. Such receptacles must be enclosed and screened from view from the Common Area and protected from disturbance. No refuse may be placed in streets or Common Area view more than twenty-four (24) hours prior to the scheduled pick-up time and shall be placed in its respectable locations as described by NRS 116.332. No oil, petroleum product, or other chemicals may be placed in the storm drainage system, street drains, or gutters.

Any extraordinary accumulation of refuse (such as debris generated upon vacating of premises or during the construction of Improvements) must be removed from the Project to a public dump or trash collection area by the Owner or tenant at their expense. The Association may impose reasonable fines and penalties for the collection of refuse disposed in a manner inconsistent with this subsection.

Section 3.7. Offensive Conduct, Nuisance, Obstructions, Hazards or Drilling: The following activities are prohibited and may not be performed on, upon or within the Project:

(a) Noxious Activities. Activities which are noxious, harmful or offensive;

(b) Nuisances. Activities which are nuisances, harassment, annoy or cause unreasonable embarrassment or disturbance to any occupants of the Project, Owners, Board Members, Association agents or employees, or which may, in any way, interfere with occupants' use and enjoyment of the Project;

(c) Relating to Insurance Rates. Activities that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy obtained by the Association;

(d) Violations of Government Regulations. Activities which are in violation of any governmental statute, ordinance, rule, and/or regulation;

(e) Drilling. Drilling, refining, quarrying, or mining operations of any kind;

(f) Use of Machinery. Use of machinery or equipment of any kind, except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a Unit or appurtenant structures within the Project;

(g) Obstruction of Driveways. Activities which will obstruct entranceways, pedestrian walkways, or vehicular driveways located in or upon the Project or interfere with the free use thereof, except such obstruction as may reasonably be required in connection with repairs;

- (h) Interference with Drainage.** Activities that impede alter or otherwise interfere with the drainage patterns or facilities in, over, under, across and through the Project;
- (i) Infectious Diseases.** Activities or conditions which would induce, breed, or harbor infectious plant diseases, noxious insects, rodents and/or vermin;
- (j) Excavation.** Any excavation, improvement or work which in any way alters any Common Area or Common Facility, without the prior written consent of the Board;
- (k) Storage of Hazardous Materials.** The storage of the following materials: flammable, explosive, radioactive, or hazardous materials or items that endanger the safety of occupants or of Improvements or that may cause an increase in insurance rates to the Association or to another Owner;
- (l) Accumulation of Garbage.** The accumulation, dumping, or outdoor burning of garbage, clippings from trees, weeds, shrubs, or lawns, trash, debris, ashes, manure, composting or decaying vegetation material, or other refuse on any Lot. Refuse containers, woodpiles, storage areas, or machinery and equipment related to yard care and maintenance, are permitted provided such materials are screened from the view of streets, Lots, and Common Areas;
- (m) Operation of Electronic Devices.** The operation of any shortwave or any other kind of electronic device within the Project that in any way interferes with radio, television, or other electronic signal reception within the Project;
- (n) Maintenance of Improvements.** The maintenance, replacement, removal or decoration of any Improvements or landscaping within the Common Area without the prior written approval of the Association;
- (o) Excessive Noise.** Any activity upon any Lot, which activity causes any sound, whether intermittent, recurrent, or continuous, in excess of forty-five (45) decibels measured at any point on the boundary line of the Lot. Decibel measurements will be the average of at least three (3) and at most five (5) decibel readings by a qualified technician. The foregoing provisions of this subsection will not apply to the installation or use of alarm devices designed and used solely for security or fire warning purposes or apply to the construction work of any Improvement;
- (p) Placement of Equipment.** The placement of unattended equipment in front yards and areas visible from adjoining Lots, Common Areas, or streets;
- (q) Garages and Garage Sales.** Each Owner must keep their garage and driveway in a neat and orderly condition; the board of directors may create a rule in which only one to two organized garage sale(s) a year may occur;
- (r) Clothes Lines.** The maintenance of outside clothes lines, except within fenced yards so as not to be visible from streets or the ground level of adjoining Lots;
- (s) Freestanding Structures.** Any structure erected or maintained in a backyard, which allows a person to stand on a surface more than twenty-four (24) inches above ground level or is over eight (8) feet in height without prior written approval of the Architectural Committee;

(t) Exterior Lighting. The installation of any exterior lighting whose source is visible from neighboring Lots, except for ordinary non-directional bulbs that: (i) do not exceed 150 watts; and (ii) are white or yellow in color. This provision does not prohibit holiday lighting decorations temporarily installed for the winter holiday season;

(u) Utility Lines. Except for temporary lines used during construction and for preexisting electrical lines installed prior to construction of the Project, all utility lines, including, but not limited to, electrical, gas, telephone, cable televisions and other communications must be underground, except for wires located on and colored the same as the Unit, access ports and above ground transformers;

(v) Pets. The keeping, raising, or breeding of animals, reptiles, or birds of any kind, on any Unit, is prohibited, except the following:

- (i)** Not more than three (3) dogs or combination of three (3) dogs and cats; judgment should be used with respect to the size of the animal to the property and space available.

The keeping of animals for commercial purposes is prohibited. Unleashed dogs are prohibited within the Common Area. Animals may not be left chained or tethered in front of a Lot.

Occupants must prevent dogs and other pets from continuously barking, or making other loud noises, or defecating in the Common Area or on other Lots. Owners must immediately clean up any pet defecation on Common Areas or on other Owner's Lots. Animals which: (1) are kept in violation of this subsection; (ii) violate this subsection; or (iii) the Association finds to be vicious by nature or by temperament, must be removed by their owner from the Project upon order of the Association, and if not removed by the owner, may be removed by the Association and delivered to an animal shelter, pound, or animal control officer, without liability to the Association;

(w) Signs. The erection or maintenance of any signs on Common Area or Lots, whether commercial, political, or otherwise, which are visible from other Lots or Common Areas is prohibited, except for the following, when in accordance with Association Rules regulating location:

- i.** Such signs and notices as may be required by legal proceedings;
- ii.** During the time of actual construction of an Improvement, job identification signs having a maximum face area of twenty-four (24) square feet per sign and of the type usually employed by lenders, contractors, subcontractors, and tradesmen, provided that such signs are located on or immediately adjacent to the Improvement under construction;
- iii.** Appropriate safety, directional, and identification signs installed by the Association, or required by law, including appropriate Project identification signs;
- iv.** Entrance signs and monuments;
- v.** Not more than one (1) "for sale" or "for rent" sign in front of a Unit and one (1) such sign outside the project entrance gate. The Association may set standards for the location, dimensions, and design of such signs by Association Rule in conformance with any

Nevada Revised Statutes and any applicable ordinances. If no applicable statute or ordinance regulates the size of the sign, the size permitted will be no more than three (3) square feet;

vi. Signs which designate political ballot issues, nominees, and/or political parties, provided the combined total area of such signs does not exceed three (3) square feet and provided such signs are removed within twenty- four (24) hours after the appropriate election. The Association may set standards for the location and design of such signs by Association Rule. In no event will such political signs be permitted in any Common Areas;

vii. Reasonable residential identification signs, including addresses and the name of the Owner or Occupant;

(x) Window Coverings. The hanging from, affixing to, or maintaining in any window, any signs not permitted under this section, or any aluminum or metal foil or other reflective materials. The characteristics and color of curtains, drapes, shades, blinds, or other coverings for any Lot, as seen from the front yard of such Lot, must conform to the Association Rules;

(y) Removal of Trees or shrubs. No living tree, shrub or plant of may be destroyed or removed from the landscaped Common Areas, nor can they be altered in any way, without the prior written consent by the Architectural Committee;

(z) Storage. Nothing may be stored in the Common Area without the prior written consent of the Board;

Without limiting any of the foregoing, no Owner or Occupant may permit noise, sound(s) or light(s) which would unreasonably disturb another's enjoyment of their Lot and/or the Common Area.

Section 3.8. Exterior Improvements: No Owner may at their expense or otherwise make any alterations or modifications to the exterior of their Unit and/or fences on the Owner's Lot without the prior written consent of the Board or the Architectural Committee, if any.

Section 3.9. Termination of Mechanics' Lien Rights and Indemnification: No labor performed or materials furnished to and incorporated in a Lot with the consent or at the request of the Owner thereof, Owner's family, contract purchasers, lessees, tenants, servants, employees, guests, invitees, and licensees or any of their agents, contractors, or subcontractors, may be the basis for filing a lien against the Lot of any other Owner if said Owner has not expressly consented to or requested the same, or against the Common Area.

An Owner must indemnify and hold harmless each of the other Owners and the Association from and against all liability arising from the claim of any lien against the Lot of the other Owner or against the Common Area for construction performed, or for labor, materials, services, equipment, or other products incorporated into the Owner's Lot, at such Owner's request or with their consent.

The provisions of this section will not apply to any labor performed or materials furnished at the request of the management agent or the Board. At the written request of any Owner, the Association will enforce such indemnity by collecting from the Owner of the Lot on which the labor was performed or to which materials were furnished, through Special Individual Assessments against said Lot, the amount necessary to discharge any such lien, including all costs incident thereto.

Section 3.10. No Waiver. The Association's approval of any work done or proposed, or in connection with any other matter requiring its approval pursuant to this article, will not be deemed to constitute a waiver of any right to withhold approval as to any similar work or matter, whenever subsequently or additionally submitted for approval.

Section 3.11. Variances. Upon application by any Owner, the Board will be authorized and empowered to grant reasonable variances from the restrictions set forth in this article, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration.

Section 3.12. Enforcement of Property Use Restrictions. An objective of this Declaration is to promote and seek voluntary compliance by Owners and other occupants with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Association becomes aware of an architectural or property use infraction that does not necessitate immediate corrective action under Section 13.6 hereof, the Owner responsible for the violation must receive written notice thereof and must be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice must describe the non-complying condition, request that the Owner correct the condition within a reasonable time specified in the notice, and advise the Owner of their appeal rights.

ARTICLE IV: HOMEOWNERS ASSOCIATION.

Section 4.1. Management and Operation. The Association must manage and operate the Project in accordance with applicable provisions of the Governing Documents and Nevada Law, including law applicable to non-profit mutual benefit corporations and common interest developments.

Section 4.2. Association Membership. Every record Owner of a Lot is a Member of the Association. The Owner(s) of a Lot hold jointly one Membership in the Association for each Lot owned. The Membership is appurtenant to each Lot and may not be separated from ownership of the Lot to which it relates. Persons or entities who hold an interest in a Lot merely as security for performance of an obligation are not Members until such time as the security holder comes into title to the Lot through foreclosure or deed. Tenants who are delegated rights of use pursuant to Section 2.3 hereof do not thereby become Members, although the tenant and members of the tenant's family will, at all times, be subject to the provisions of all Governing Documents.

Each Owner will remain a Member of the Association until their ownership in every Lot in the Project ceases, at which time their Membership in the Association will automatically cease. Membership in the Association will not be transferred, encumbered, pledged or alienated in any way, except upon the sale or encumbrance of the Lot to which it is appurtenant and then only to the purchaser. In the case of a sale, Membership passes automatically to the purchaser upon recording of a deed evidencing transfer of title to the Lot.

Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the Membership registered in the Owner's name to the purchaser of their Lot, the Association will have the right to record the transfer upon its books and thereupon any other Membership outstanding in the name of the seller will be null and void.

Section 4.3. Voting: Except as provided in the Bylaws, only Members will be entitled to vote, and only one vote may be cast for each Lot/unit owned by said Member, as more particularly set forth in the Bylaws. When more than one person holds an interest in any Lot, all such persons will be Members, although in no event may more than one vote be cast with respect to any Lot. Voting rights may be temporarily suspended as provided in the Bylaws.

Section 4.4. One Class of Membership: The Association has one class of Membership and the rights, duties, and obligations of the Members are as set forth in the Governing Documents.

Section 4.5. Powers and Authority of the Association:

(a) Powers Generally. The Association has the responsibility of owning, managing, and maintaining the Common Areas and Common Facilities and will discharge all duties and responsibilities imposed on the Association by the Governing Documents and applicable Nevada law. In the discharge of such responsibilities and duties, the Association and its Board have all of the powers of a nonprofit mutual benefit corporation organized under the laws of the State of Nevada, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

The Association and its Board of Directors have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of the Governing Documents and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The specific powers of the Association and the limitations thereon are as set forth in this Declaration and Section 6.1 of the Bylaws.

(b) Association's Limited Right of Entry. In the Board's discretion, the Association and/or its agent/representative have the right, when necessary, to enter any Lot, to perform the Association's obligations under this Declaration, including (i) exterior maintenance or repair obligations, if any; (ii) obligations to enforce the architectural and land use restrictions of Articles III and VIII hereof; (iii) obligations with respect to construction, maintenance and repair of adjacent Common Areas, Common Facilities, utilities and/or other services; or (iv) to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with, Association proper¹ or the Owners in common.

The Association's rights of entry under this subsection will be immediate in case of an emergency originating in or threatening the Lot where entry is required, or any adjoining Lots or Common Area, and the Association's work may be performed under such circumstances whether or not the Owner or Owner's lessee is present. In all non-emergency situations, the Association or its agents will furnish the Owner or Owner's lessee with at least twenty-four (24) hours written notice of the Association's intent enter the Lot, specifying the purpose and scheduled time of such entry and will make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing within the Unit located on the Lot.

The Association's right of entry under this subsection includes the right to transfer said rights of entry by permit, license, easement, or otherwise, for the benefit of the Association.

(c) Reciprocal Easement Agreements. The Association may enter into reciprocal easement agreements and joint use and maintenance agreements for use of roadways, parking areas, or other common use areas.

Section 4.6. Board of Directors: The Association will be managed by or under the direction of the Board. The number and qualifications of the Directors are as established in the Bylaws.

(a) Powers of Board. The Board has all of the powers and duties set forth in the Governing Documents:

(i) Exclusive Power. Except as expressly otherwise provided herein, the powers and duties of the Association which are not by the Governing Documents reserved to Members will be exclusively exercised and performed by the Board or such Committees or officers as the Board may establish, elect or appoint pursuant to the provisions of the Bylaws. Any power to be exercised or duty to be performed by the Association may not be exercised or performed by any Member individually without the written consent of the Board.

ii) General Powers of the Board: Without limiting any powers of the Board conferred elsewhere in the Governing Documents, the Board has the following powers:

(A) To call meetings of the Members.

(B) To appoint and remove all officers, committees (including the nomination and Architectural Committees), agents and employees of the Association, prescribe their duties, fix their compensation (subject to Section 4.7), and require of them such security or fidelity bonds as it may deem expedient.

(C) To establish, fix, levy, assess and collect assessments against the Owners of Lots within the Project and to enforce payment of such Assessments in accordance with Article V of this Declaration. Any Assessments levied by the Association upon its Members will be levied in accordance with and pursuant to the provisions of the Governing Documents.

(D) To authorize and cause the Association, subject to Section 4.7, to: (1) enter into management contracts and contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations; or (2) enter into lease, license or other agreements for the use of property or facilities not a part of the Common Area. No contract for professional management may have a term of more than three (3) years and each such contract will be subject to all the other provisions hereof and will be terminable by either party without cause or payment of a termination fee on ninety (90) days written notice.

Any reference to the "term" of a contract as used in this subsection does not include any option or automatic renewal or extension period so long as the term of the contract may not be renewed or extended if notice is given by the Association pursuant to provisions contained within the contract.

(E) To adopt, amend, and repeal Association Rules consistent with this Declaration relating to (I) the maintenance, repair, management and use of the Common Area and all facilities thereon by Owners, their tenants, guests and invitees or any other persons

who have rights of use and enjoyment of such Common Area and Common Facilities, including the right to restrict the use of certain land, facilities, air space, or structures to the Association or its officers, agents or employees; (2) minimum standards for the maintenance of landscaping or other improvements located on any Lot; (3) architectural control and the rules governing the Architectural Committee under Article VIII; (4) regulation of parking, pet ownership and other matters subject to regulation and restriction under Article III hereof; (5) the conduct of an Owner, its family, contract purchasers, tenants, lessees, guests, invitees, or licensees, with respect to the Project and the other Owners or occupants of the Project; (6) the conduct of disciplinary proceedings in accordance with Section 13.6 hereof; (7) reasonable charges for labor, services, or expenditures incurred at the request of an Owner or as a result of the actions of an Owner; (8) collection and disposal of refuse; (9) the interpretation of provisions of, and terms used in, this Declaration (said interpretation will be conclusively presumed to be correct so long as it is not inconsistent with this Declaration.); and (10) any other subject or matter within the jurisdiction of the Association as provided in the Governing Documents.

Notwithstanding the foregoing grant of authority, the Association Rules may not be inconsistent with or materially alter any provision of the other Governing Documents or the rights, preferences and privileges of Members thereof. In the event of any material conflict between any Association Rule and any provision of the other Governing Documents, the conflicting provisions contained in the other Governing Documents will be deemed to prevail.

The Association must give Notice to each Owner and Notice to each Occupant requesting such notice of the Association Rules as they may, from time to time, be adopted, amended, or repealed. The Association must also post a copy of the Association Rules, as they may be adopted, amended, or repealed from time to time, at one (1) or more reasonable locations in the Common Area. Upon such notice and posting, the Association Rules will have the same force and effect as if they were set forth in and were a part of this Declaration. Any Association Rule relating to the health or safety of occupants or other persons coming upon the Project will take effect upon adoption if the Rule so states.

(F) To delegate its powers to committees, officers, or employees of the Association (subject to Article X of the Bylaws).

(G) To incur debt for the purpose of maintaining and improving the Common Area, and to encumber property of the Association as security for the repayment of such debt.

(H) To grant easements on, over, under, across, and through the Property for public utility and other purposes consistent with the provisions of this Declaration.

(I) Except as expressly otherwise provided herein, the Board has the exclusive right and obligation to manage and administer the Common Area and to contract for all goods services, and insurance, payment for which is to be made from the assessments hereinafter provided.

(J) Open bank accounts on behalf of the Association and designate the signatories to such bank accounts.

(K) Bring and defend actions on behalf of two or more Members or the Association to protect the interests of the Members or the Association, as such, as long as the action is pertinent to the operations of the Association, and to assess the Members for the cost of such litigation. Prior to filing litigation regarding any disciplinary action against a Member, the Board must comply with the requirements set forth in Section 13.6.

(iii) No Active Business. The Board does not have the power or authority to conduct an active business for profit on behalf of the Association, all of the Owners, or any of them.

(b) Duties of Board. The Board has the following duties:

(i) Association Duties. To cause to be properly performed all duties imposed on the Association by the Governing Documents.

(ii) Records. To cause to be kept a complete record of all its acts and corporate affairs, and to prepare budgets and financial statements for the Association.

(iii) Supervise. To supervise all officers, agents and/or employees of the Association, and to see that their duties are properly performed;

(iv) Assessments.

- 1) To fix, levy and collect assessments pursuant to the provisions of Article V of this Declaration.
- 2) To adopt the annual budget and fix the amount of the assessment against each Member for each assessment period at least thirty (30) days in advance of such date or period;
- 3) To prepare a roster of the Members and assessments applicable thereto which must be kept in the office of the Association and subject to Nevada law must be open to inspection by any Member;
- 4) To send written notice of each assessment to every Member subject thereto; and
- 5) To issue or cause an appropriate officer to issue certificates as required by Sections 5.12 and 8.7.

(v) Insurance. To contract for casualty, liability and other insurance, sureties and/or bonds (including indemnity bonds) on behalf of the Association with such coverage and in such amounts as required by this Declaration and as deemed necessary by the Board.

(vi) Vacancies. To fill a vacancy or vacancies on the Board except for a vacancy created by the ~~removal of a Board Member by a Member recall~~ removals of a Board Member by a Member recall (See Section 6.6 of the Bylaws).

(vii) Discharge of Liens. To pay any amount necessary to bond or discharge any claim which may be or become a lien or encumbrance levied against the Property as a whole or any part thereof which constitutes a lien against the Common Area, rather than merely against the interest therein of particular Owners; provided, however, that where one or

more Owners are responsible for the existence of such lien, they will jointly and severally be liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens will be assessed against each such Owner and its Lot as provided in Section 5.4. No decision resulting in such liability or assessment will be reached before providing Owner or Owners with notice and hearing satisfying the requirements of Section 13.6 of this Declaration.

(viii) Enforcement. To commence and maintain, in the name of the Association and on its behalf, or in the name and on behalf of any Owner who consents thereto, actions for damages arising from, or to restrain and enjoin, or to take any reasonable action necessary to prevent, any actual or threatened violation of the provisions of this Declaration, the Articles, the Bylaws, the Association Rules, the orders and awards of arbitration, or resolutions of the Board, or to enforce, by mandatory injunction or otherwise, the provisions of the foregoing. In addition, the Board may suspend the voting rights of an Owner or assess monetary penalties against any Owner or other person entitled to exercise such privileges for any violations of the provisions of the foregoing; provided that the accused Owner or other person is given fair notice and the opportunity to be heard (in satisfaction of the minimum requirements of Section 13.6 of this Declaration) with respect to the alleged violation before a decision to impose discipline is made.

Notwithstanding anything to the contrary herein contained, neither the Board nor the Association will have the power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of their Lot, including access thereto over and across the Common Area, except when such loss or forfeiture is the result of (a) a judgment of a court, (b) a decision arising out of arbitration, (c) on the account of a foreclosure (judicial or under the power of sale herein granted) for failure of the Owner to pay the assessments levied pursuant to the provisions hereof.

In the event any action, whether legal or judicial, is instituted by the Association pursuant to this section, the Association will be entitled to all costs incurred including court costs and reasonable attorneys' fees.

(ix) Operating Requirements. To obtain any other material, supplies, furniture, property, labor, services, maintenance, repairs, construction, reconstruction, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay by law, local requirement pursuant to the terms of this Declaration, or as is necessary for the operation of the Project, or for enforcement of this Declaration; provided, however, that if any such materials, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Lots, the costs thereof will, as is reasonable, be assessed to such Lots and the Owners thereof as provided in Section 6.3 or as provided in the Bylaws.

Section 4.7. Limitations on Powers of the Association: Neither the Board nor the Association have the power to take, and both are hereby expressly prohibited from taking, any of the following acts without the vote or written assent of a majority of the voting power of the Association's Members:

(a) Entering into a contract with a third person to furnish goods or services for the Common Area, the Lots or the Association for a term longer than one (1) year with the following exceptions:

(i) A management contract, of a Lot, provided that no management contract have a term exceeding three (3) years.

(ii) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract may not exceed the shortest term for which the supplier will contract at the regulated rate.

(iii) Prepaid casualty and/or liability insurance policies not to exceed three (3) years duration provided that the policy permits for short-rate cancellation by the insured.

(iv) A contract to borrow money for the purpose of improving, restoring or maintaining the Common Area and Common Facilities and/or the interests of the Owners and/or the benefit of the Association pursuant to Section 4.6.

(v) Agreements for cable television services and equipment or satellite dish television services and equipment not to exceed five (5) years' duration.

(vi) Landscape Maintenance agreements shall not exceed more than three (3) years.

Any reference to the "term" of a contract as used in this Subsection 4.7(a) will not include any option or automatic renewal or extension period so long as the term of the contract may not be renewed or extended if notice is given by the Association pursuant to provisions contained within the contract.

(b) Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) The Association incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Any work necessary to repair an existing Improvement, to the extent the expense for which is already funded by a reserve fund, is not a capital improvement for this purpose.

(d) Paying compensation to Directors or officers of the Association for services performed, except that the Board may authorize reimbursement to a Director or officer for expenses incurred in carrying on the business of the Association.

(e) Filling a vacancy on the Board caused by the removal of a Director.

(f) A Board member is prohibited from a position in which a their spouse also resides on the Board.

Section 4.8. Limitation on Liability of Officials. To the fullest extent permitted by law, neither a Director, Officer, Committee of the Association, or Member of a Committee of the Association, nor the Board (collectively and individually referred to as the "Released Party"), will be liable to any Member, Owner, the Association or any other party for any damage, loss, claim, liability or prejudice suffered or claimed on account of any decision, approval, disapproval, course of action, act, inaction, omission, error, negligence or the like made in good faith and within which such person or entity reasonably believed to be the scope of its duties.

(a) Claims Regarding Breach of Duty. No Released Party will be personally liable to any of the Association's Members, or to any other person, for any error or omission in the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or under the Bylaws, provided that such Released Party has, upon the basis of such information as may be possessed by the Released Party, acted in good faith, in a manner that such person believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Without limiting the generality of the foregoing, this standard of care and limitation of liability will extend to such matters as the establishment of the Association's annual financial budget, the funding of Association capital replacement and reserve accounts, repair and maintenance of Common Areas and Common Facilities and enforcement of the Governing Documents.

(b) Other Claims Involving Tortious Acts and Property Damage. No person who suffers bodily injury (including, without limitation, emotional distress or wrongful death) as a result of the tortious act or omission of a volunteer Member of the Board or volunteer officer of the Association may recover damages from such Board Member or officer if all of the following conditions are satisfied:

- (i) The Board Member or officer is an Owner of no more than two Lots; I
- (ii) The act or omission was performed within the scope of the volunteer Board Member's or officer's Association duties;
- (iii) The act or omission was performed in good faith;
- (iv) The act or omission was not willful, wanton, or grossly negligent; I
- (v) The Association maintained and had in effect at the time the act or omission occurred and at the time a claim was made one or more policies of insurance that include coverage for general liability of the Association and individual liability of the officers and directors of the Association for negligent acts or omissions in their official capacities, with minimum coverage for both types of insurance being not less than \$500,000.

The payment of actual expenses incurred by a Board Member or officer in the execution of that person's Association duties will not affect that person's status as a volunteer Board Member I or officer for the purposes of this section. However, any director or officer who receives direct or indirect compensation from a financial institution that acquired a Lot within the Project as the result of a judicial or non-judicial foreclosure proceeding is not a volunteer.

The provisions of this Subsection (b) are intended to reflect the protections accorded to volunteer directors and officers of community associations under any Nevada Revised Statute. In the event that any Nevada Revised Statute is amended or superseded by another similar provision of the Nevada Statutes, this Subsection (b) will be deemed amended, without the necessity of further Member approval, to correspond to the amended or successor code provision.

ARTICLE V: ASSESSMENTS.

Section 5.1. Assessments Generally.:

(a) Covenant to Pay Assessments. Each Owner of one or more Lots, by acceptance of a deed or other conveyance therefore (whether or not it is so expressed in such deed or conveyance), covenants and agrees to pay to the Association (i) Regular Assessments, (ii) Special Assessments, and (iii) Special Individual Assessments levied by the Association as hereinafter provided, together with all additional charges. Such deed or conveyance will be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board will deem necessary or appropriate for the collection of such assessments and charges and for the enforcement of the liens as hereinafter provided.

Each such Assessment will be established and collected as hereinafter provided. No Owner may waive or otherwise escape liability for any assessment provided for herein by nonuse of the Common Area or by abandonment.

(b) Extent of Owner's Personal Obligation for Assessments. The obligation to pay Assessments and charges and the right and power of the Association to initiate all actions and procedures for collection will run with the land, so that each successive Owner or Owners of record of any Lot within the Project will, in turn, become liable to pay all Assessments and charges assessed during the time they are record Owner of such Lot. All Assessments permitted or required herein, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, will be a separate, distinct and personal debt and a personal obligation of the person who was the Owner of the Lot at the time the Assessment was levied.

Any grantee and/or Owner who acquires title to a Lot (whether at judicial sale, trustee's sale or otherwise) will be personally liable only for Assessments attributable to the Lot so purchased which become due and payable after the date of such sale, and will not be personally liable for delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal liability.

After a record Owner transfers, of record, any Lot they own, they will not be liable for any Assessments levied after the transfer with respect to that Lot. Any unpaid Assessment of a previous Owner goes with the property. A contract seller of any Lot will continue to be liable for all Assessments and charges until a conveyance by deed of such Lot is recorded in the Office of the County.

(c) Authority of Board. Within the limits of the applicable laws, the Board has the power, duty and authority to levy Annual and Special Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law. The Board may not levy or collect an Assessment or fee that exceeds the amount necessary to defray the costs for which it is levied.

The Board has the power and authority to levy Special Individual Assessments against Owners.

(d) Creation of Assessment Lien. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, are a charge on Lots against which such Assessments are imposed and constitute a continuing lien upon the Lots. Subject to Sections 5.4(b), 13.6(d)(ii), and the Association's Delinquent Assessment

Collection Policy, or Rules, if any, any lien for unpaid Assessments created pursuant to the provisions of this Article V may be subject to foreclosure as provided in Section 5.9 hereof. The Association has a separate lien and a separate lien is hereby created arising as of the recordation of this Declaration upon each Lot against which an Assessment is imposed to secure the payment of any such Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, made under this Article V. The lien provided for herein will continue to secure all such Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, imposed on any Lot notwithstanding the transfer of record title to such Lot, and any such transfer will be subject to the Association's lien, as long as prior to such transfer a Notice of Delinquent Assessment has been recorded as provided in this Declaration and by law. The priority of all such liens on each Lot will be in inverse order so that upon the foreclosure of the lien for any particular Assessment, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, on any Lot, any sale of such Lot, pursuant to foreclosure of the lien, will be made subject to all liens securing the respective Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, on such Lot for succeeding periods of time. Further, the priority of any Lien created pursuant to this article will arise at the earliest of the following two (2) dates: (1) the date that this Declaration was recorded or (2) the date that the notice of delinquent assessment (pursuant to any Nevada Revised Statute or comparable superseding statute) was recorded.

(e) No Avoidance of Assessment Obligations. No Owner may exempt them self from personal liability for Assessments duly levied by the Association, nor release the Lot or other property owned by them from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or any facilities thereon or by abandonment or non-use of their Lot or any other portion of the Project.

(f) Offsets. All Assessments levied by the Board will be payable in the full amount specified, including any additional charges imposed as provided for by the Governing Documents. No offsets against any such Assessment will be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Governing Documents.

Section 5.2. Regular Assessments:-

(a) Purpose of Regular Assessments. All Regular Assessments levied by the Association will be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the occupants of the Project and, in particular, for the maintenance, operation and improvement of the Lots, Common Area, and any real or personal property in which the Association holds an interest.

(b) Annual Budget; Regular Assessments and Board Authority. Not less than forty-five (45) nor more than sixty (60) days prior to the beginning of the Association's fiscal year, the Board must estimate the total amount required to fund the Association's anticipated expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the Common Facilities) by preparing and distributing to all Association Members a budget satisfying the requirements of Section 12.5 of the Bylaws. If the Board fails to distribute the budget for any fiscal year within the time period provided for in this section, the Board will not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the approval of Owners, constituting a quorum,

casting a majority of the votes at a meeting or election of the Association conducted in accordance with the Bylaws. For the purposes of this subsection, quorum means a majority of the Members.

(c) Board or Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected income from sources other than assessments) will become the aggregate Regular Assessment for the next succeeding fiscal year, provided that, except as provided in Subsections (a) and (d), the Board of Directors may not impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the Association's immediately preceding fiscal year without the vote or written assent of Members casting a majority of the votes at a duly called meeting or election of the Association. For the purposes of this subsection, quorum means a majority of the Members.

(d) Assessments to Address Emergency Situation. The requirement of a Membership vote to approve Regular Assessment increases in excess of twenty percent (20%) of the previous Regular Assessment will not apply to Assessment increases necessary to address emergency situations. For purposes of this Subsection (d), an emergency situation is any of the following:

(i) An extraordinary expense required by an order of a court.

(ii) An extraordinary expense necessary to repair or maintain the Common Areas, Common Facilities or any portion of the separate interests which the Association is obligated to maintain where a threat to personal safety is discovered.

(iii) An extraordinary expense necessary to repair or maintain the Common Areas, Common Facilities or any portion of the separate interests which the Association is obligated to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to Subsection (b), above, provided that, prior to the imposition or collection of an assessment under this Subsection (d)(iii), the Board passes a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Board's resolution must be distributed to the Members together with the notice of assessment.

(e) Allocation of Regular Assessment. The total estimated Common Expenses, determined in accordance with Subsection (b), above, will be allocated among, assessed against, and charged to each Owner according to the ratio of the number of Lots within the Properties owned by the assessed Owner to the total number of Lots subject to Assessments so that each Lot bears an equal share of the total Regular Assessment.

(f) Failure to Make Estimate. If, for any reason, the Board of Directors fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made pursuant to Section 5.3 for that year, will be automatically assessed against each Owner and their Lot on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic Assessment will be payable on the regular payment dates established by the Association.

The failure of the Board to fix Regular Assessments hereunder before the expiration of any year, for that or the next year, will not be deemed a waiver or modification in any respect of the provisions of this Declaration or a release of the Owner from the obligation to pay the

assessments, or any installment thereof for that or any subsequent year. Failure to provide a copy of the budget to any Owner will not affect the validity of assessments based thereon so long as that Owner receives reasonable notice before the Association commences any action or proceeding to enforce collection thereof.

(g) Assessment Due Date, Installment Payments and Delinquency. The Regular Assessment levied against each Owner and their Lot will be due and payable on the first day of each fiscal year thereafter. The Board has the discretion of collecting assessments in a lump sum at the start of the Association's current fiscal year.

However, the Board may allow Owners to pay the Regular Assessment for the current fiscal year in twelve (12) equal monthly installments so long as the respective Owner is not in default (I.E., current on all assessments). Each monthly installment is due on the first day of each month or in such other manner and/or on such other date or dates as may be established from time to time by the Association's Board of Directors. Regular Assessments of Members choosing monthly installments will be 5% greater than those paying in a lump sum for the entire year.

Installments of Regular Assessments will be delinquent if not actually received by the Association or its designated agent by the fifteenth (15th) day of the month in which the Assessment is due. In the event of a default in the payment of any installment, the Association may declare the entire balance of that Owner's Regular Assessment to be in default and pursue the remedies set forth in Section 5.9, below, as to said delinquency.

(h) Mailing Notice of Assessment. The Board of Directors must mail to each Owner at the street address of the Owner's Lot, or at such other address as the Owner may designate in writing to the Association, a statement of the amount of the Regular Assessment for the next succeeding fiscal year no less than forty-five (45) days prior to the beginning of the next fiscal year.

Section 5.3. Special Assessments.

(a) Purposes for which Special Assessments may be Levied. Subject to the Membership approval requirements set forth in Subsection (b), below, the Board has the authority to levy Special Assessments against the Owners and their Lots for the following purposes:

(i) Regular Assessment Insufficient in Amount. If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, then, except as prohibited by Subsection 5.2(b), the Board of Directors will levy and collect a Special Assessment, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

The Board's assessment authority pursuant to this Subsection 5.3(a)(i) is subject to Membership approval requirements under the circumstances described in Subsection 5.2(b).

(ii) Capital Improvements. The Board may also levy Special Assessments for additional capital improvements within the Common Area (i.e., improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, the existing Common Facilities). The Special Assessment power

conferred hereunder is not intended to diminish the Board's obligation to plan and budget for normal maintenance, replacement, and repair of the Common Area or existing Common Facilities through Regular Assessments (including the funding of reasonable reserves) and to maintain adequate insurance on the Common Area and existing Common Facilities in accordance with Article IX hereof.

(b) Special Assessments Requiring Membership Approval. No Special Assessments described in (i) Section 5.3(a) hereof, which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year in which the Special Assessment(s) is levied; or (ii) in the last two (2) sentences of Section 5.2(b), may be made without the vote or written approval of the Owners consisting of a majority of the votes at a duly called meeting or election of the Association conducted in accordance with the Bylaws. The Owner approval requirement will not apply to any Special Assessment levied to address "emergency situations" as defined in Section 5.2(d). For the purposes of this subsection, quorum means a simple majority of the Members.

(c) Special Assessments not requiring membership approval. Special Assessments which do not require a membership vote are those referred to in NRS 116.31155 section 2(b) known as special reserve assessments.

(d) Allocation and Payment of Special Assessments. When levied by the Board or approved by the Members as provided above, the Special Assessment will be divided among, assessed against and charged to each Owner and their Lot in the same manner prescribed for the allocation of Regular Assessments pursuant to Section 5.2(e), above. Notice of the Special Assessment so levied must be mailed to each Owner.

Special Assessments for purposes described in Section 5.3(a)(i) will be due as a separate debt of the Owner and a lien against their Lot. Unless the time for payment is extended by the Board, payment of all Special Assessments will be due thirty (30) days after the Board gives the Owners written notice thereof or within such extended period as the Board will determine to be appropriate under the circumstances giving rise to the Special Assessment.

The Board may, in its discretion, prorate the amount of any permitted Special Assessment over the remaining months of the fiscal year. The monthly prorated amount of the Special Assessment will be due and payable at the same time as the Regular Assessment monthly installments.

Installments of Special Assessments will be delinquent if not actually received by the Association or its designated agent by the fifteenth (15th) day of the month in which the Assessment is due. In the event of a default in the payment of any installment, the Association may declare the entire balance of that Owner's Special Assessment to be in default and pursue the remedies set forth in Section 5.9, below, as to said delinquency.

Section 5.4. Special Individual Assessments:

(a) Circumstances Giving Rise to Special Individual Assessments. In addition to the Special Assessments levied against all Owners in accordance with Section 5.3, above, the Board may impose Special Individual Assessments against an Owner in any of the circumstances described in Subsections (i) through (v), below or as otherwise provided in the Governing Documents, provided that no Special Individual Assessments may be imposed against an Owner pursuant to

this Section 5.4 until the Owner has been afforded the notice and hearing rights to which the Owner is entitled pursuant to Section 13.6 hereof, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Governing Documents. Subject to the foregoing, the acts and circumstances giving rise to liability for Special Individual Assessments include the following:

(i) Damage to Common Area or Common Facilities. In the event that any damage to, or destruction of, any portion of the Common Area or the Common Facilities, which the Association is obligated to repair and maintain is caused by the willful misconduct and/or negligent act or omission of any Owner, the Board will cause the same to be repaired or replaced, and all costs and expenses, including but not limited to any costs or expenses incurred in deterring, apprehending and/or identifying those persons causing damage, incurred in connection therewith (to the extent not compensated by insurance proceeds) will be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(ii) Expenses Incurred in Gaining Member Compliance. In the event that the Association incurs any costs or expenses, to accomplish (A) the payment of delinquent Assessments, (B) a repair, maintenance or replacement to any portion of the Project that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion, or (C) otherwise bring the Owner and/or their Lot into compliance with any provision of the Governing Documents the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, court costs and reasonable attorneys' fees) will be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(iii) Required Maintenance on Lots. As more particularly provided in Subsection 4.5(b) and 6.3(b) (and without limiting the generality of those subsections), if the Board, in its discretion determines that any Lot is maintained so as to become a nuisance, fire or safety hazard for any reason including without limitation, the accumulation of trash, junk, or improper weed or vegetation control, Association will have the right to enter said Lot, correct the offensive or hazardous condition and recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner.

(iv) Diminution in Insurance Proceeds. The Association will levy a Special Individual Assessment for the amount of the loss in insurance proceeds against any Owner who caused any diminution in the insurance proceeds otherwise payable to the Association due to Owner's individual casualty insurance.

(v) Increase in Insurance Burden. The Association has the authority to Levy Special Individual Assessment for the amount of the increased insurance premium against any Owner, in violation of Subsection 3.7(c), caused any increase in the insurance rate paid by the Association to reimburse the Association for any such increase in the rate of insurance.

(b) Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed in Section 5.4(a), notice thereof will be mailed to the affected Owner and the Special Individual Assessment will thereafter be due as a separate debt of the Owner

payable in full to the Association within thirty (30) days after the mailing of notice of the Assessment.

Installments of Special Individual Assessments will be delinquent if not actually received by the Association or its designated agent by the thirtieth (30th) day after mailing of notice of Assessment. In the event of a default in the payment of any Special Individual Assessment, the Association may declare that Owner's Special Individual Assessment to be in default and pursue the remedies set in Section 5.9, below, as to said delinquency.

Special Individual Assessments imposed pursuant to this section may become a lien on the Member's Lot. Unless prohibited by law, that lien may be enforced by non-judicial foreclosure pursuant to Section 5.9 or in an action at law.

Section 5.5. Reasonableness of Assessments: Each and every Assessment levied hereunder further declared and agreed to be a reasonable Assessment, and to constitute a separate, distinct and personal obligation (with respect to which a separate lien may be created hereby) of the Owner of the Lot against which the Assessment is imposed that will be binding on the Owner's heirs, successors and assignees, provided that the personal obligation of each Owner for delinquent Assessments will not pass to the Owner's successors in title unless expressly assumed by them.

Section 5.6. Exemption of Certain Parts of the Project from Assessments: The following real property subject to this Declaration will, unless devoted to use as a residential dwelling, be exempt from the Assessments and the lien thereof provided herein:

- (a) Any portion of the Project dedicated and accepted by a local public authority;
- (b) The Common Area and Common Facilities; and
- (c) Any Lot owned by the Association.

Section 5.7. Notice and Procedure for Member Approval: In the event that Member approval is required in connection with any increase or imposition of Assessments pursuant to Sections 5.2 and/or 5.3, approval of the requisite percentage of the Members will be solicited either by written ballot conducted in accordance with Corporations Code Section 7513 and Section 4.6 of the Bylaws or at a meeting of the Members called for that purpose, duly noticed in accordance with Section 5.4 of the Bylaws. The quorum required for such Membership action is a majority of the Members.

Section 5.8. Maintenance of Assessment Funds:

(a) **Bank Accounts.** All sums received or collected by the Association from Assessments, together with any interest or other charges thereon, must be promptly deposited in one or more insured checking, savings or money market accounts in a bank or savings and loan association selected by the Board of Directors which has branches located within Carson County, which accounts must be clearly designated as either "MILLS LANDING TOWN HOME OWNERS ASSOCIATION OPERATING ACCOUNT" or "MILLS LANDING TOWN HOME OWNERS ASSOCIATION RESERVE ACCOUNT." In addition, the Board may make prudent investment of reserve funds in insured certificates of deposit, money market funds or similar investments consistent with the investment standards normally observed by trustees.

The Board, and such officers or agents of the Association as the Board may designate, have exclusive control of said account(s) and investments and will be responsible to the Owners for

the maintenance at all times of accurate records thereof. The withdrawal of funds from Association accounts are subject to the minimum signature requirements imposed by Section 12.2 of the Bylaws.

To preclude a multiplicity of bank accounts, the proceeds of all Assessments may be commingled in one or more accounts and need not be deposited in separate accounts so long as the separate accounting records described herein are maintained.

(b) Separate Accounts and Commingling of Funds. Except as provided below, the proceeds of each Assessment may be used only for the purpose for which such Assessment was made, and such funds will be received and held in trust by the Association for such purpose. Notwithstanding the foregoing, the Board, in its discretion, may make appropriate adjustments among the various line items in the Board's approved general operating budget if the Board determines that it is prudent and in the best interest of the Association and its Members to make such adjustments. If the proceeds of any Special Assessment exceed the amount required to accomplish the purpose for which such Assessment was levied, such surplus may, in the Board's discretion, be returned proportionately to the contributors thereof, reallocated among the Association's reserve accounts if any such account is, in the Board's opinion, under funded or credited proportionately on account of the Owners' future Regular Assessment obligations.

For purposes of accounting, but without requiring any physical segregation of assets, the Association must maintain a separate accounting of all funds received by it in payment of each Assessment and of all disbursements made there from, provided that receipts and disbursements of Special Assessments made pursuant to Section 5.3 must be accounted for together with the receipts and disbursements of Regular Assessments; and separate liability accounts must be maintained for each capital improvement for which reserve funds for replacement are allocated.

Unless the Association is exempt from federal taxes, all sums allocated to capital replacement funds must be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulations of the Internal Revenue Service that will prevent such funds from being taxed as income of the Association.

Section 5.9. Collection of Assessments; Enforcement of Liens:-

(a) Delinquent Assessments. If any lump sum or installment payment of a Regular Assessment, Special Assessment, or Special Individual Assessment assessed to any Owner is not actually received by the Association or its designated agent within fifteen (15) days after the same becomes due, such payment will be delinquent and the amount thereof may, at the Board's election, bear interest at the maximum rate allowed by law beginning thirty (30) days after the due date until the same is paid. In addition to the accrual of interest, the Board is authorized and empowered to promulgate a schedule of reasonable late charges for any delinquent Assessments, subject to the limitations imposed by any Nevada Revised Statute or comparable superseding statutes

If the Association deposits a check tendered by an Owner for the payment of an Assessment, and the bank holding the account upon which the check is drawn returns the check as unpaid, the Association may require such Owner to pay a "bad check charge" in an amount which the

Association may prescribe b) Association Rule as compensation to the Association for the additional costs incurred in handling the check. Such a "bad check charge" may include any charges imposed on the Association by a bank for handling 01 processing the return of the check. Such a "bad check charge" will constitute an additional assessment collectible together with the assessment for which it was charged.

(b) Effect of Nonpayment of Assessments.

(i) Enforcement of Lien for Delinquent Assessments. Subject to Section 5.4(b) and the Association's Delinquent Assessment Collection Policy, or Rules, if any, the Association may cause to be recorded in the Office of the County Recorder of the County, a Notice of Delinquent Assessment executed by an authorized representative of the Association. Such Notice of Delinquent Assessment will relate back to the date of recordation of this Declaration. The Notice of Delinquent Assessment must set forth (A) the amount of the delinquent Assessment(s) and other sums duly imposed pursuant to this Article V, (B) the legal description of the Owner's Lot against which the Assessments and other sums are levied, (C) the name of the Owner of Record of such Lot, (D) the name and address of the Association, and (E) the name and address of the trustee authorized by the Association to enforce the lien by sale. Upon payment in full of the sums specified in the Notice of Delinquent Assessment, the Association must cause to be recorded a further notice stating the satisfaction and release of the lien thereof.

(ii) Remedies Available to the Association to Collect Assessments. Subject to Nevada law, the Association may initiate a legal action against the Owner personally obligated to pay the delinquent Assessment, foreclose its lien against the Owner's Lot or accept a deed in lieu of foreclosure. Subject to Nevada law, foreclosure by the Association of its lien may be by judicial foreclosure or by non-judicial foreclosure by the trustee designated in the Notice of Delinquent Assessment or by a trustee substituted pursuant to any Nevada Revised Statute. Any sale of a Lot by a trustee acting pursuant to this Section 5.9 must be conducted in accordance with any Nevada Revised Statutes applicable to the exercise of powers of sale in mortgages or deeds of trust.

(iii) Non-judicial Foreclosure. Non-judicial foreclosure will be commenced by the Association by recording in the Office of the County Recorder a Notice of Default, which notice will state all amounts which have become delinquent with respect to the Owner's Lot and the costs (including attorneys' fees), penalties and interest that have accrued thereon, the amount of any Assessment which is due and payable although not delinquent, a legal description of the property with respect to which the delinquent Assessment is owed, and the name of the Owner of Record or reputed Owner thereof. The Notice of Default will state the election of the Association to sell the Lot or other property to which the amounts relate and will otherwise conform to the requirements for a notice of default under any Nevada Revised Statute, or comparable superseding statute.

Each of the Owners does, by mere acceptance of a deed to a Lot, grant and appoint the Association as trustee and attorney-in-fact by special power of attorney to enforce and to foreclose such lien by private power of sale as provided in the Nevada Revised Statutes and further grants to the Association the authority and power to sell the Lot of such defaulting Owner, or any part thereof to satisfy said lien, for lawful money of the United States to the highest bidder. The Association will have the rights conferred by

the Nevada Revised Statutes to assign its rights and obligations as trustee in any non-judicial foreclosure proceedings to the same extent as a trustee designated under a deed of trust and the Association will be deemed to be the sole beneficiary of the delinquent Assessment obligation. Furthermore, in lieu of an assignment of trusteeship, the Association will be entitled to employ the services of a title insurance company or other responsible company authorized to serve as a trustee in non-judicial foreclosure proceedings to act as an agent on behalf of the Association in commencing and prosecuting any non-judicial foreclosure hereunder.

(iv) Judicial Foreclosure. In the event foreclosure is by action in court, reasonable costs, including attorneys' fees will be allowed.

(v) Actions for Money Judgment. In the event of a default in payment of any Assessment, the Association, in its name but acting for and on behalf of all other Owners, may initiate legal action, in addition to any other remedy provided herein or by law, to recover a money judgment or judgments for unpaid Assessments, costs and attorneys' fees without foreclosure or waiver of the lien securing same.

Section 5.10. Transfer of Lot by Sale or Foreclosure: The following will govern the Association's rights to enforce its Assessment collection remedies following the sale or foreclosure of a lot.

(a) Except as provided in Subsection (b), below, the sale or transfer of any Lot will not affect any Assessment lien duly recorded with respect to that Lot before the sale or transfer, and the Association can continue to foreclose its lien in spite of the change in ownership.

(b) However, the Association's assessment lien will be extinguished as to all delinquent sums, late charges, interest, and costs of collection incurred before the sale or transfer of a Lot under a foreclosure or exercise of a power of sale by the holder of a prior encumbrance (but not under a deed-in-lieu of foreclosure). A "prior encumbrance" means any First Mortgage or other mortgage or lien recorded before this Declaration.

(c) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, will relieve the new Owner of that Lot (whether it be the former beneficiary of the First Mortgage or other prior encumbrance, or a third party acquiring an interest in the Lot) from liability for any assessments thereafter becoming due or from the lien thereof.

(d) Any Assessments, late charges, interest, and associated costs of collection that are lost as a result of a sale or transfer covered by Subsection (b), above, will be deemed to be a Common Expense collectible from the Owners of all of the Lots, including the person who acquires the Lot and their successors and assigns.

(e) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, will affect the Association's right to maintain an action against the foreclosed upon previous Owner of the Lot personally to collect the delinquent assessments, late charges, interest, and associated costs of collection incurred by that prior Owner prior to the sale or transfer.

Section 5.11. Priorities: Except as otherwise provided by law, the Lien securing each of the Assessments provided for under this Article V will have priority, as of the date of recording of this Declaration applicable to the Project, over all other liens and encumbrances applicable to the Lots, except (a) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto,

and (b) the lien or charge of any First Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority over other Mortgages or deeds of trust) made in good faith and for value, provided that such subordination will apply only to the Assessments which have become due and payable prior to the transfer of such property pursuant to the exercise of a power of sale or a judicial foreclosure involving a default under such First Mortgage or deed of trust, or other prior encumbrance.

Section 5.12. Estoppels Certificate: A certificate executed by any two (2) members of the Board setting forth the amount of any due and unpaid assessments with respect to a Lot (or the fact that all assessments due are paid, if such is the case) will be conclusive against the Board, the Association, and/or the Owners in favor of any and all persons who rely thereon in good faith. Any Owner will be entitled to such a certificate within ten (10) days after demand therefore and upon payment of a reasonable fee not to exceed the greatest amount charged for a loan statement of condition by a major bank and if there is no such bank, then a major bank with headquarters in the State of Nevada or who has agreed to be held to the laws of Nevada to do business in this State.

Section 5.13. Unallocated Taxes: In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than being assessed to the Lots, such taxes will be included in the Regular Assessments imposed pursuant to Section 5.2 and, if necessary, a Special Assessment may be levied against the Lots in an amount equal to such taxes to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

Section 5.14 Assignment of Rents: Each Owner does hereby presently assign to the Association absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupation of any or all parts of any Lot owned by the Owner, now existing or hereafter made for the purpose of collecting all Assessments due the Association pursuant to this Declaration which are in default. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or agreement as they become due and payable. Upon Owner's default, the Association after providing written notice to the defaulting Owner may, in its discretion, revoke the authority allowing the defaulting Owner to collect and retain such rents and other monies.

Upon revocation of such authority the Association may, pursuant to court order or by court-appointed receiver, collect and retain such monies, whether past due and unpaid or current. The Association's rights under this Section 5.14 will subordinate to the rights of any First Mortgagee.

Section 5.15. Waiver of Exemptions: Each Owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to this Article V, the benefit of any homestead or exemption law of Nevada in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed on the Owner's Lot.

ARTICLE VI: MAINTENANCE RESPONSIBILITIES.

The Project must be maintained, repaired, and replaced in an attractive, safe and sanitary condition as follows:

Section 6.1. Maintenance by the Association: The Association must maintain, repair and replace the following:

- (a) **Common Area.** Common Area and all Improvements on Common Area, including but not limited to, the block wall at the boundary fence of the Project, the landscaped easement

on the perimeter of the ~~block wall~~boundary fence and the landscaped areas at the entrance ~~gates~~, including proper trimming, planting, weeding and fertilizing at reasonable intervals.

- (b) **Lots.** The Association is responsible for the maintenance of the landscaped curb strip in front of each Lot, to include proper trimming, planting, weeding and fertilizing at reasonable intervals.
- (c) **Streets.** Street repairs and resurfacing within the Project to include the streets known as STREET NAME shall be maintained by Carson City, only parking areas within the project shall be maintained by the Association.
- (d) **Common elements associated with buildings.** The roofs, exterior painting and siding maintenance of each building.

Section 6.2 Maintenance by Owners.: Each Owner, must, at such Owner's sole cost and expense, maintain, repair and replace as follows:

- (a) Such Owner's Lot, except as provided in Section 6.1, including the driveway located on the Lot;

Landscaping on such Owner's Lot, except as provided in Section 6.1, including proper trimming, mowing watering, planting, weeding, replacement, fertilization, removal and/or replacement of dead, decaying and/or destroyed vegetation, maintenance and repair of Owner's water control timing units.

- (b) Any water and sanitary sewer laterals serving only such Owner's Lot; and

(c) As set forth in Section 2.6, fences between two Lots are the joint responsibility of the Owners of the two Lots. Each Owner must pay one-half (1/2) of the cost of such maintenance, repair, and replacement except partially or totally destroyed, and then repaired or rebuilt, the Owner of each Lot agrees that minor encroachments over adjoining Lots and the Common Area will be permitted and there will be valid easements for the maintenance of the encroachments as long as they exist.

(d) **Trash Removal.** Each Lot in Mills Landing has a mandatory requirement for weekly trash removal service. No garbage, refuse, obnoxious or offensive material shall be permitted to accumulate on any Lot in Mills Landing and the Owner of each Lot shall cause such material to be disposed of with mandatory trash removal service or other accepted sanitary practices. All garbage or trash containers and other such facilities shall be stored in enclosed areas so that they are not visible from adjoining Lots or roads.

(e) Doors, windows and pipes leading to and servicing utilities to said lot/unit shall be the sole responsibility of each owner.

Section 6.3. Recovery of Costs of Certain Repairs and Maintenance.:

(a) In the event that the need for maintenance, repair or replacement which would otherwise be the Association's responsibility hereunder is caused through the willful or negligent acts of an Owner, Owner's family, guests, tenants or invitees, and is not covered or paid for by the Association insurance policies or any liability insurance maintained by the responsible Owner,

the cost of such maintenance or repairs will be subject to recovery by the Association through the imposition of a Special Individual Assessment against the offending Owner in accordance with Section 5.4 and the procedural requirements of Section 13.6.

(b) In the event that an Owner fails to perform maintenance functions for which the Owner is responsible, the Association may give written notice to the offending Owner with a request to correct the failure within thirty (30) days of receipt thereof. If the Owner with a request to correct the repair of maintenance within the allotted time, the Association may exercise its rights under Subsections 4.5(b) and 5.4(a) hereof.

Section 6.4 Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the maintenance obligations hereunder, individual Owners and the Association must cooperate in the performance of maintenance, repair, and replacement work.

Section 6.5. Capital Improvements.

(a) Petition; Association Approval; Owner Approval. A majority of the Owners may from time to time, in writing, petition the Association for construction, acquisition or installation of capital improvements on or to the Common Area. Such petition must be in such form and must contain such information as the Association may require, including, without limitation, preliminary plans and cost estimates. The Association, through the Board, may from time to time and on its own motion move for the construction, installation or acquisition of a capital improvement, in which case such a motion will be treated as if it were a petition duly submitted by an Owner.

(b) Approval of Petition. The Association may approve the petition if it determines that the proposed capital improvement is desirable for the beneficial use and enjoyment of the Common Area and/or the Lots, is economically feasible, is in conformance with the applicable zoning, and has received all governmental required approval.

(c) Bids. Upon approval of such a petition by the Association, the Association must obtain firm bids on the total cost of constructing, installing or acquiring the proposed capital improvement, and the lowest acceptable bid or bids will be deemed the estimated total cost of such capital improvement.

(d) Approval by Owners. If during the fiscal year, aggregate expenditures for capital improvement exceed fifteen percent (15%) of the budgeted gross expenses of the Association for that fiscal year, the Association must present the proposed capital improvements and the estimated total cost thereof to all Owners. If two-thirds (2/3) of the voting power of the Association approves such capital improvements and such estimated total cost by vote or written consent, the proposed capital improvements will be deemed approved and a Special Assessment for Capital Improvement will be levied as provided in Section 5.3.

(e) Construction. After the levy of the Capital Improvement Assessment, and at such time and upon such terms and conditions as the Association may deem appropriate, but not at a cost exceeding the estimated total cost of such capital improvement as determined above, the Association will construct, install, acquire, or contract for the construction, installation or acquisition of the proposed capital improvement.

(f) Expenses for Improvement Not Approved. If for any reason the construction or acquisition of the proposed capital improvement is not approved by the Association or the

Owners, all expenses incurred by the Association with respect to the proposed capital improvement will be paid proportionately by the petitioning Owners. The Association may levy a Special Individual Assessment pursuant to Section 5.4 against said Owners for the purpose of paying such expenses. If the proposed capital improvement was initiated by the Board, such expenses will be paid by the Association.

ARTICLE VII: EASEMENTS AND RESERVATIONS.

Section 7.1 Encroachment Easements. Each Lot and its Owner has and is granted an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of structures, or any other cause as long as the encroachment remains. However, in no event will a valid easement for encroachment exist in favor of an Owner if the encroachment occurred due to willful misconduct of the Owner. In the event a Unit is partially or totally destroyed, and then repaired or rebuilt, the Owner of each Lot agrees that minor encroachments over adjoining Lots and Common Area will be permitted and there will be valid easements for the maintenance of the encroachments as long as they exist.

Section 7.2. Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under all of the Project for ingress, egress, installation, replacing, repairing, operating and maintaining all utilities, including but not limited to water, sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, gas, telephones, drainage and electricity and the master television antenna or cable television system if any, and similar public or quasi-public improvements or facilities.

By virtue of this easement, it will be expressly permissible for the providing utility company and/or service provider to erect and maintain the necessary equipment and underground facilities on the Common Area. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on said Project except as the Project was initially designed or thereafter as approved by the Association's Board of Directors. The easements provided for in this Section 7.2 will in no way effect any other recorded easement on the Project.

Section 7.3. Maintenance Easements. An easement is hereby granted to the Association to enter in or to cross over the Common Area, Lots, and areas that the Association is obligated to maintain, to perform the duties of maintenance and repair of the Lots, Common Area, or Common Facilities, and the duties of enforcement of the Governing Documents provided that any entry by the Association or its agents into any Lot may only be undertaken in strict compliance with Section 4.5(b).

Section 7.4 Drainage Easements. An easement is hereby granted to the Association to enter in or to cross over private property in order to clean out the drains as they flow into the retention basin located at the North East Corner of the Community. Any and all owners who have inlets on the east side of their property must grant access to the Association as deemed necessary for proper maintenance.

ARTICLE VIII: ARCHITECTURAL COMMITTEE: ARCHITECTURAL REVIEW.

Section 8.1. Architectural Committee. There may be an Architectural Committee, whose composition and operations are subject to this section.

(a) **Composition.** The Architectural Committee will consist of three (3) members. Initially, the Architectural Committee shall be composed of those stated below. Upon completion of the Project, the Board will appoint the members of the Architectural Committee, who may be members of the Board. Every person appointed to the Architectural Committee by the Association will be a Member of the Association except that one member may be an engineer, architect, or other expert trained in the review of construction plans or in inspections of Improvements who is not a Member of the Association.

(b) **Term of Members.** Each member of the Architectural Committee will hold office until such member resigns or is removed by the Board.

(c) **Operations.** The Architectural Committee will meet from time to time as necessary to perform its duties, and will keep a record of all action taken at such meetings or otherwise. The vote or written consent of a majority of the Membership of the Architectural Committee will constitute an act by the Architectural Committee, unless a unanimous vote or consent is otherwise required. The members of the Architectural Committee will receive no compensation for services rendered, although they may be reimbursed for such actual expenses as the Board determines are just and reasonable. Expenses for which reimbursement is sought must be supported by a proper receipt or invoice.

The first Architectural Committee shall comprise the following:

Mark Turner

Rob McFadden

Sam Landis

Section 8.2. Powers and Duties of the Architectural Committee: The Architectural Committee will have both the power and duty to take the following actions.

(a) **Purpose.** It shall be the purpose of the Architectural Committee to provide for or the maintenance of a high standard of architecture and construction in such a manner as to enhance the aesthetic properties of the Project. It is also the purpose of the Architectural Committee to ensure that Owners adhere to the Architectural Committee Rules set forth in Section 8.3.

(b) **Rules.** The Architectural Committee may adopt, amend, and repeal, from time to time and by unanimous vote, rules and regulations, to be known as "Architectural Committee Rules," that interpret or implement the provisions of this Article and that provide for the designation of plans, specifications or other documents or things required as a prerequisite for consideration of proposed work.

(c) **Records.** The Architectural Committee must maintain with the corporate records of the Association, for inspection by any Owner, a copy of the Architectural Committee Rules, as they may be adopted, amended, or repealed, certified by any member of the Architectural Committee.

(d) **Action on Requests.** The Architectural Committee must approve, conditionally approve, deny, or take any other appropriate action upon such proposals or plans as are submitted to it from time to time, in accordance with the Declaration.

(e) Other Duties. The Architectural Committee will perform such other tasks as are given to it under the Declaration.

(f) Notice of Violations. The Architectural Committee will notify the Association of any Improvement constructed, reconstructed, refinished, altered or maintained in violation of this Article. The Association may, upon thirty (30) days written notice to the Owner of such non-complying Improvement, remove or cause to be removed or brought into conformity with the Declaration, such Improvement, or require the Owner to do so. In either case, such Owner must reimburse the Association for all expenses incurred in connection therewith, including reasonable fees and costs.

Section 8.3. Standards:

(a) Location. Building setback lines are required by County Code. No building shall be located on any Lot in ~~JACKSON VILLAGE~~the Mills Landing Project nearer to the front, side or rear property line than the minimum building setback codes set forth by the Carson City Code in effect at the time construction is commenced. Any building violating this provision must be removed at the sole expense of the Owner of the Lot.

(b) Building Setback Lines. In addition to the building setback line of Section 8.3(a), building setback lines and easements shown on the final plans must be strictly observed. Any building violating this provision must be removed at the sole expense of the Owner of the Lot.

(c) Residence. Each Lot in Mills Landing may be used for one, and only one single Town Home residence and for no other purpose.

(d) Residence Size. The Architectural Committee will approve on a case by case basis the size of the ~~home-unit~~ for the lot. The Architectural Committee may approve a variance on a case-by case basis. Every residence must have at least a ~~two~~one (12) car garage.

(e) Exterior. The entire exterior in stucco is required; body stucco will come from an earth tone palette. No siding will be permitted. Roofs must be thirty (30) year minimum, composition, minimum 6:12 pitch roof, 2" x 8" minimum fascia or comparable, with decorative windows on garage doors. Trim color on all homes and outbuildings shall be ~~Kelly Moore Sierra White or matching equivalent~~determined by the Declarant and/or Board of Directors at their discretion.

(f) Conforming Outbuildings. The Architectural style and finish materials of all outbuildings shall conform to the architectural style of and the finish materials used in the primary residence.

(g) Temporary Structures. No temporary structure of any kind shall be created, constructed, permitted or maintained on any Lot in ~~Jackson Village~~Mills Landing.

(h) Landscaping and Grounds. A minimum of fifty percent (50%) of the front yard must be greenery, i.e. trees, plants or other vegetation. Trees are encouraged. To the maximum extent consistent with sound landscaping practices, the planting of trees in locations not obstructing views from adjacent Lots shall be encouraged.

(i) Landscape Time Requirements. Every owner of each Lot in ~~JACKSON VILLAGE~~Mills Landing is required to have completed rear landscaping that is appropriate to the continuity of

the development within six months from the date of completion meaning either obtaining Certificate of Occupancy from Carson City or close of escrow, whichever is later. All landscaping plans must be submitted for approval to the Architectural Committee prior to the start of landscape construction.

Section 8.4. Matters Requiring Committee Approval: No Owner, without the approval of the Architectural Committee, may construct, reconstruct or recolor, refinish, alter, or maintain any part of the exterior of any Improvement, excluding antennas and satellite dishes pursuant to State or Federal law, including solar energy systems and the addition or placement of accessory Buildings, or alter the topography or natural or existing surface drainage of the Project, utility lines (wire or conduit) on or over any Lot or Common Area, or landscape or landscaping in any yard visible from a public road or Common Area. If such work does not constitute a material change in the design or color of Improvements already approved in accordance with this Declaration, it will be sufficient for an Owner to notify the Architectural Committee in writing before commencing the work, and prior approval by the Architectural Committee will not be required unless the Architectural Committee determines that such work constitutes a material change. Association approval does not allow the applicant to violate any provision of this Declaration nor does it in any way exempt the applicant from complying with the building and fire codes, building permit requirements, and other governmental requirements. The approval of lot splitting, lot consolidation and rezoning is governed by Section 12.3.

Section 8.5. Architectural Committee Approval: The procedure and criteria for Architectural Committee approval are as follows:

(a) Procedure.

(i) Application. Owners proposing to do any work for which approval of the Architectural Committee is required under Section 8.3 will apply to the Architectural Committee as follows:

A. Owners will submit applications to the Architectural Committee for the proposed Improvements. The application will be made by submitting to the Committee for approval, in duplicate, such plans and specifications for the proposed work as the Architectural Committee may from time to time request including when deemed appropriate by the Architectural committee: (i) floor plans; (ii) colors of exterior materials and colors with samples; (iii) exterior elevations; (iv) roof plans; (v) site plans showing the placement of the Improvements on each Lot; and (vi) the proposed construction schedule.

B. The Architectural Committee may require that the submission of plans and specifications be accompanied by a fee to defray the actual cost of the review of plans and specifications the amount of which will be set by the Architectural Committee from time to time but may not exceed one- tenth of one percent (1/10 of 1%) of the estimated cost of the work or one hundred dollars (\$100.00) whichever is greater.

(ii) Form of Approval. The approval must be in writing and may be conditioned upon the submission by the Owner of such additional plans and specifications as the Architectural Committee in its absolute discretion deems appropriate.

(iii) Inaction. Applications made in accordance with this section that is not acted upon within sixty (60) days from the date of submission thereof will be deemed approved.

(iv) Return of Plans. If the application is approved, the Architectural Committee will return to the Owner one set of plans and specifications as finally approved and bearing the endorsement of the Architectural Committee. If the Owner originally furnished only one (1) set of plans and specifications to the Architectural Committee and the Architectural Committee waived the requirement of such plans and specifications in duplicate, the Architectural Committee may retain such plans and deliver to the Owner written Notice of the approval of such plans.

(v) Hearing on Disapproval. If plans are disapproved by the Architectural Committee, the applicant is entitled to a hearing before the Board at a regular or special Board meeting if the applicant gives written notice to the Association within thirty (30) days following the disapproval of the plans. The hearing will be set within thirty (30) days following receipt of the notice unless the Association and the applicant agree otherwise.

(b) Criteria. The Architectural Committee will approve the work only in accordance with the criteria set forth in this subsection. Architectural Committee approval does not allow the applicant to violate any provision of this Declaration nor does it in any way exempt the applicant from complying with building and fire codes, building permit requirements and other governmental requirements.

(i) General. The Architectural Committee may not consent to any Improvements described in this Article unless the Owner has submitted the materials required by the Architectural Committee.

(ii) Findings Required. The Architectural Committee may not do or consent to any Improvements described in Section 8.3 unless the Architectural Committee finds that: (i) the proposed work conforms to this Declaration, the applicant has obtained or will obtain a building permit if necessary, the proposed work conforms to all governmental requirements, and the work is consistent with the architecture and design of Improvements in the Project; (ii) general architectural considerations, including the character, scale, and quality of the design, its architectural relationship with the design of Improvements in the Project, and the building materials, colors, screening, exterior lighting and similar elements are incorporated into the design in order to ensure the compatibility of the proposed Improvement with the character of adjacent dwellings and Improvement.; (iii) general site considerations, including site layout, open space and topography, orientation and location, vehicular access, circulation and parking, setbacks, height, walls, fence and similar elements have been designed to provide a desirable environment.

Section 8.6. Completion and Inspection:

(a) Completion of Improvements; Extension. Upon receipt of the approval from the Architectural Committee, the Owner must, as soon as practicable, satisfy any conditions of such approval and diligently proceed with the commencement and completion of all work within one (1) year of the date of such approval. The Architectural Committee may extend the one (1) year period if: (i) the Owner make a written application to the Architectural Committee setting forth the reason for the requested extension; and (ii) the Architectural Committee finds that the Owner has pursued the work diligently and in good faith. If the Architectural Committee approves the extension, the Architectural Committee will, in writing, notify the Owner of the length of the extension. If the Owner fails to complete the work within one (1)

year and any applicable extension period, the approval will be deemed revoked and the work may be treated as having been constructed in violation of this Article. Nothing in this subsection imposes a requirement upon the Architectural Committee to extend such one (1) year period.

(b) Inspection of Improvements. Upon completion of the work, the Owner must give a notice of the completion of the Improvement, in writing, to the Architectural Committee. The Architectural Committee, directly or through its authorized representative, may inspect the work for compliance with the approved plans. The Architectural Committee will notify the Owner of any noncompliance, in writing, and require the remedy thereof, within sixty (60) days from receipt of Owner's notice of completion. If the Architectural Committee fails to give a noncompliance notice, the Improvement will be deemed to have been completed in accordance with this Article. If notice of non-compliance is given within such sixty (60) days period and the Owner fails to remedy such noncompliance within sixty (60) days after receipt of such notice, the Architectural Committee may act in accordance with the provision of Section 8.7.

Section 8.7. Noncompliance: If Improvements are installed that are not in compliance with the Declaration, the Association may either remove the Improvement or remedy the noncompliance, or require the Owner to do so. In any such case, such Owner must reimburse the Association for all expenses incurred in connection therewith, including reasonable attorneys fees and costs whether or not an action is instituted. No Improvement may be removed from, or a noncompliance remedied on, a Lot without either the consent of the Owner of the Lot or an order obtained from a court of competent jurisdiction.

Section 8.8. Estoppels Certificate: Within thirty (30) days after written demand is delivered to the Association by any Owner, and upon payment to the Association of a reasonable fee fixed by the Association to cover costs, the Association will provide such Owner with an estoppels certificate executed by an officer of the Association and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date of the certificate, either: (i) all Improvements and other work made or done on such Lot by the Owner, comply with this Declaration; or (ii) such Improvements or work do not so comply, in which event the certificate will also identify the non-complying Improvements and work, and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any secured party, will be entitled to rely on such certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, all Owners, and such purchaser or secured party.

Section 8.9. Limitation of Architectural Committee Liability: Neither the Architectural Committee, the Association, nor any member of the Architectural Committee will be liable to the Association, any Owner, or any other person for any damage, loss or prejudice suffered or claimed on account of: (i) the approval of any plans, drawings, or specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development, or manner of development, of any property within the Project; (iv) the execution and recordation of an estoppels certificate, whether or not the facts stated therein are correct, provided, however, that the officer executing the Certificate has acted in good faith. In any case, the Architectural Committee or any Member of the Architectural Committee, may, but is not required to, consult with or hear any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to the Architectural Committee.

Section 8.10. Owner's Liability: Any Owner who alters any portion of the Project, or causes any alteration to the Project, will be responsible and liable for any damage to Common Area or other Lots resulting from such alteration, and will be responsible and liable for any violation of any law or governmental regulation resulting from such alteration.

Section 8.11. Mechanics' Liens: No Owner may permit any mechanics' lien to arise, in connection with any work initiated by such Owner, upon the Common Area or any other Lot not owned by such Owner. Should such a lien arise, the Owner who initiated such work must immediately take all necessary steps to remove such lien, including, if necessary, the obtaining of a bond, and must indemnify the Association and all Owners against, and hold them harmless from, such lien and any costs incurred in removing such lien, including reasonable attorneys' fees. If any Owner fails to promptly pay all such costs upon the written demand of the Association, the Association may levy a Special Individual Assessment, in accordance with Section 5.4 against such Owner for such amounts.

Section 8.12. Property to be Annexed: Any owner of property not within the Project who wishes to have such property annexed to the Project in accordance with the Declaration, may seek approval of such owner's plans and specifications for Improvements to be made to such property, prior to such annexation. Any such approval given by the Architectural Committee in accordance with this Article will have the same effect as if the property had already been annexed to the Project.

ARTICLE IX: INSURANCE.

Section 9.1. Types of Insurance Coverage: The Association must purchase, obtain and maintain, with the premiums therefore being paid out of Common Funds, the following types of insurance with the coverage's described below:

(a) Fire and Casualty Insurance. The Association must obtain and maintain a master or blanket policy of fire and casualty insurance, for the full insurable value of all the Improvements within the Common Area and on any Common Facilities, excluding land, foundations, excavations and other items normally excluded from coverage. The insurance must be kept in full force and effect at all times and the full replacement value of the insured property must be determined on an annual basis.

Depending on the nature of the insured property and the requirements, if any, imposed by institutional Mortgagees having an interest in such property, the policies maintained by the Association pursuant to this Subsection 9.1(a) will contain (1) an agreed amount endorsement or its equivalent, (2) an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or the equivalent, (3) an extended coverage endorsement, (4) vandalism, malicious mischief coverage, (5) loss or damage by fire coverage, (6) other standard extended-coverage risks and all other perils customarily covered in properties similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, and (7) a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction, if available.

The policies required hereunder must provide amounts or coverage as may be determined by the Board and if practical, must be in amount or amounts necessary to provide for full replacement (one hundred percent (100%) of current replacement cost). The policies must name as insured the Association, all Owners and all Mortgagees as their respective interests may appear and must further provide for a separate loss payable endorsement in favor of the First Mortgagee of each Lot. The policies may also contain a loss payable endorsement in favor of the insurance trustee described in Section 9.6 below.

(b) Public Liability and Property Damage Insurance. To the extent such insurance is available at reasonable premium, the Association must obtain and maintain a policy of comprehensive public liability and property damage insurance naming as parties insured the Association, each member of the Association Board of Directors, any manager, the Owners and occupants of Lots, and such other persons as the Board may determine. The policy will insure each named party against any liability incident to the ownership and use of the Common Area and any other Association-owned or maintained real or personal property and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance must not be less than two million dollars (\$2,000,000.00) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance must include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to properties similar in construction, location and use.

(c) Fidelity Bonds/insurance. The Board must also purchase and maintain fidelity bonds or insurance in an amount not less than one hundred percent (100%) of each year's estimated annual operating expenses and reserves and must contain an endorsement for officers, directors, trustees and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association. If the Association has delegated some or all of the responsibility for the handling of funds to a management agent, a bond must be obtained for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

The bonds must name the Association as an obligee and must contain a waiver by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

(d) Personal Property Insurance. The Board may purchase and maintain such insurance on personal property owned by the Association and any other insurance, including directors and officer's liability insurance, that it deems necessary or desirable, or that is required by any institutional First Mortgagee.

(e) Additional Insurance and Bonds. To the extent such insurance is available at a reasonable premium cost, the Association may also purchase with Common Funds such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limiting the generality of this Section 9.1 (e), demolition insurance, earthquake insurance, directors' and officers' omission insurance, flood insurance, and workers' compensation insurance. The amounts of said coverage will be determined by the Board. The Association will be the owner and beneficiary of any such insurance obtained.

Section 9.2. Owners Right to Copies of Policies and Notice of Significant Changes in Coverage: Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) will be retained by the Association and will be available for inspection by Association Members at any reasonable time.

The Association will notify Members if any insurance policies are not immediately renewed or replaced upon cancellation or lapse and/or if there is a significant change in the policy.

Section 9.3: First Mortgagees' Minimum Coverage Requirements and Right to Obtain Copies of policies. A First Mortgagee for any Lot in the Properties has the right to supply the Association with minimum insurance requirements. The Association's insurance policies must meet at least the

minimum requirements of those First Mortgagees who have provided notice of the minimum requirements to the Association.

All First Mortgagees for any Lot in the Project has the right, upon written request, to obtain copies of current insurance policies and/or satisfactory evidence of the Association's payment of premiums.

Notwithstanding any provision to the contrary elsewhere in this Declaration, the Association must continuously maintain in effect such fire, casualty, and liability insurance and fidelity bonds meeting insurance and fidelity bond requirements established by the Federal National Mortgage Association (or Federal Home Loan Mortgage Corporation) so long as said agency(ies) have notified the Association writing that it is a Mortgagee, Owner of a Lot, an insurer of any Mortgage, or under contract to purchase Mortgage, except to the extent that such coverage is not available or has been waived in writing by the Federal National Mortgage Association (or the Federal Home Loan Mortgage Corporation). Such insurance requirements may include, but not by way of limitation, a "Special Lot Endorsement" or an "Inflation G Endorsement."

Section 9.4. Coverage Not Available: In the event any insurance policy, or any endorsement thereof, required by Section 9.1 is for any reason not available, then the Association must obtain such or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described above. The Board must notify the Owners of any material adverse changes in the Association's insurance coverage.

Section 9.5. Individual Fire and Casualty Insurance Limited: Except as provided in this section no Owner can separately insure their Lot or any part of it against loss by fire or other casualty covered by the Association's blanket insurance carried under Section 9.1(a). If any Owner violates this provision, any diminution in insurance proceeds otherwise payable pursuant to the provisions of Section 9.1(a) that result from the existence of such other insurance will be chargeable to the Owner who acquired such insurance, and the Owner will be liable to the Association to the extent of any diminution. The Association will levy a Special Individual Assessment against such Owner and its Lot in the amount of such diminution.

An Owner can insure their Unit against loss. All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other Owners, the Association, and any First Mortgagee of said Lot.

Section 9.6. Insurance Trustee: All insurance proceeds payable under Section 9.1 and subject to the rights of the Mortgagees under Article IX, will be paid to an insurance trustee to be held and, in the discretion of the Board of Directors, expended for the benefit of the Owners, Mortgagees and others, as their respective interests will appear. Said insurance trustee must be a commercial bank or other institution with trust powers within the County that agrees in writing to accept such trust. If repair or reconstruction is authorized pursuant to Article X, below, the Association and any duly appointed insurance trustee will have the duty to contract for such work as provided in Section 10.5.

Section 9.7. Adjustment of Losses: The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 9.1. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

Section 9.8. Distribution to Mortgagees: Subject to the provisions of Article XI, any Mortgagee has the option to apply insurance proceeds payable on account of a Lot in reduction of the obligation secured by the Mortgage of such Mortgagee.

Section 9.9. Owner's Liability Insurance. An Owner may carry whatever personal liability and property damage liability insurance with respect to their Lot that they desire. However, any such policy must include a waiver of subrogation clause acceptable by the Board and to any institutional First Mortgagee.

Section 9.10. Deductibles:

(a) Except with respect to insurance for earthquake damage, the Owners, or Owner's family members, contract purchasers, tenants, guests, or invitees, responsible for causing an insurable loss, will be obligated to contribute their proportional share of the insurance deductible, if any, corresponding to the insurance covering the loss. The proportional share of each Owner responsible for causing the insurable loss under this Section 9.10(a) will be based upon the ratio that the responsibility of each Owner responsible for causing the insurable loss bears to the total responsibility of the total of Owners responsible for causing the insurable loss.

If, within thirty (30) days of notice by the Association to an Owner regarding that Owner's proportionate share under this section 9.10(a), any Owner fails or refuses to pay their proportionate share, the Board may levy a Special Individual Assessment against the Lot of such Owner which may be enforced under the lien provisions contained in Article V or in any other manner provided in this Declaration.

If any Owner disputes the amount of their proportionate liability under this Section 9.10(a), such Owner may contest the amount of their liability by submitting to the Board, within ten (10) days after notice to the Owner of their share of the liability, written objections supported by cost estimates or other information that the Owner deems to be material and may request a hearing before the Board at which the Owner may be represented by counsel. Following such hearing, the Board will give written notice of its decision to all Owners, including any recommendation that adjustments be made with respect to the liability of any Owners.

If such adjustments are recommended, the notice will schedule a special meeting of Members for the purpose of acting on the Board's recommendation, including making further adjustments, if deemed by the Members to be necessary or appropriate. All adjustments will be affirmed or modified by 51 percent of a majority of a quorum of the Members. If no adjustments are recommended by the Board, the decision of the Board will be final and binding on all Owners, including any Owner filing objections.

ARTICLE X: DAMAGE OR DESTRUCTION AND EMINENT DOMAIN OF COMMON AREA.

Section 10.1. Reconstruction Fund: Upon the damage or destruction of any part of the Common Area, the Board will create and maintain a separate Reconstruction Fund in the event such Common Area is damaged or destroyed. Each Reconstruction Fund will comprise any: (i) insurance proceeds, and any amounts recovered as a direct settlement from a third party; (ii) accumulated reserves for repair or replacement of the damaged Improvements; (iii) special or remedial assessments levied for the damage or destruction; and (iv) damages recovered from an action brought by the Association pursuant to Section 10.3. The funds in each Reconstruction Fund do not need to be segregated in a separate bank account. The amount in the Reconstruction Fund will be disbursed in accordance with the provisions in Section 10.4.

Section 10.2. Damage or Destruction to Common Area: If there is damage or destruction to any of the Common Area, then:

(a) Cost Does Not Exceed Assessments. If the cost of replacing or rebuilding does not exceed the amount in the Reconstruction Fund by more than the amount the Board could assess without the Owners' vote under Section 5.3(b), and the Board votes to repair and rebuild, then the Association will contract to repair or rebuild the damaged areas according to the original plans and specifications, and will levy an assessment on all Owners, in the amount, if any, by which the cost of repair or rebuilding exceeds the amount in the Reconstruction Fund.

(b) Cost Exceeds Assessments. If the cost of replacing or rebuilding exceeds the amount in the Reconstruction Fund by more than the amount the Association could assess without the affected Owner's vote under the section entitled "Assessments" or if the Board does not wish to repair and rebuild, the question of repairing and rebuilding will be decided by a vote of the Owners, and a disapproval by the Owners of the necessary assessment to replace or rebuild the damaged or destroyed Improvements will be the Owners' decision not to replace or rebuild in which case the Association will clear the property and place it in a neat and attractive condition.

Section 10.3. Recovery of Damages for Damage or Destruction to Common Area:- The Association may commence and maintain action for the recovery of any damages caused to the Project if any part of the Common Area and related facilities is damaged or destroyed. This provision will survive the termination of this Declaration, and any recovery minus costs advanced by the Association will be paid into the Reconstruction Fund, designated, and paid out as provided for under this Article.

Section 10.4. Disbursement of Reconstruction Fund:- Each Reconstruction Fund will be disbursed to pay for any costs of replacing, rebuilding or removing and placing Common Area in a neat and attractive condition as provided in Section 10.3. Any unused amount in each Reconstruction Fund will be first credited to make up any deficiency in the appropriate Maintenance Reserve Fund and then to the Operating Fund.

Section 10.5. Eminent Domain:-

(a) Action by Association. If there is a taking of all or a portion of the Common Area and related facilities, the Association will negotiate or settle with the condemning authority for the acquisition of all or part of such Common Area. Any condemnation award or settlement will be paid into the Operating Fund.

(b) Repair of Common Area. If there is a taking of a portion of the Common Area and related facilities, the Association has the authority to apply any or the entire condemnation award to the repair or rebuilding of that portion of such Common Area damaged from the severance so that the remaining Common Area is kept in a neat and attractive condition.

(c) Taking Defined. A "taking," for the purpose of this section, is a taking of the Common Area under the power of eminent domain or as a conveyance of the Common Area by the Association in settlement of a proposed taking by eminent domain.

(d) Action Affecting Lots. If there is a taking of all or a portion of the Lots, the Owners and their Mortgagees, as their respective interests appear, are entitled to the proceeds of any award or settlement relating the affected Lots.

If any Lot is rendered irreparably uninhabitable as result of the taking, the Lots are deemed deleted from the Project and the Owners and Mortgagees of the affected Lots, upon receipt of the award or settlement and any portion of the reserve fund of the Association reserved for the Lot, will be released from the applicability of the Project Documents and deemed divested of any interest in the Common Area.

ARTICLE XI: PROTECTION OF MORTGAGEES.

Section 11.1. Mortgages Permitted. Any Owner may encumber their Lot with Mortgages.

Section 11.2. Priority of Mortgages. Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the conditions contained in the Project Documents by any Owner or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said Lot or any part thereof. Any lien which the Association may have on any Lot in the Project for the payment of Common Expense assessments attributable to such Lot will be subordinate to the lien or equivalent security interest of any First Mortgage on the Lot recorded prior to the date of recordation of a notice of delinquent assessment.

Section 11.3. Payment of Taxes or Premiums by Mortgagees. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against the Common Area, unless such taxes or charges are separately assessed against the Owners, in which case the rights of Mortgagees shall be governed by the provisions of their Mortgages. Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Area and Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any Mortgagee which requests the same to be executed by the Association.

Section 11.4. Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith and for value, but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

Section 11.5. First Mortgagee's Rights. A First Mortgagee's rights shall include, but not be limited to, the following:

(a) Attend Meetings. Any First Mortgagee, upon written request, shall receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(b) Furnish Information. Any First Mortgagee may furnish information to the Board concerning the status of any Mortgage.

(c) Inspect Books and Records Furnish Information. The Association shall make available to Owners, prospective purchasers and First Mortgagees current copies of the Project Documents and the books, records and financial statements of the Association. "Available " means available for inspection, upon request, during normal business hours.

Section 11.6. No Restriction on Owner's Right to Ingress and Egress. There shall be no restriction upon any Owner's right to ingress and egress to their Lot, which right shall be perpetual and appurtenant to their Lot ownership.

Section 11.7. Notices to Mortgagees: Upon written request to the Association, any First Mortgagee shall be entitled to timely written notice of the following:

- a. Any proposed amendment to the Project Documents effecting a change in:
 - (i) The boundaries of any Lot or the exclusive use rights appurtenant thereto if any;
 - (ii) The interests in the general or exclusive use Common Areas, if any, appurtenant to any Lot or the liability for Common Expenses appurtenant thereto;
 - (iii) The number of votes in the Association appurtenant to any Lot; or
 - (iv) The purposes to which any Lot or the Common Area are restricted.
- b. Any proposed termination of the legal status of the Project as a planned development.
- c. Any condemnation or casualty loss which affects either a material portion of the Project or any Lot on which there is a First Mortgage held, insured or guaranteed by such requesting party.
- d. Any sixty (60) day delinquency in the payment of Assessments or Individual Charges owed by an Owner subject to a First Mortgage held, insured or guaranteed by such requesting party.
- e. Any default in the performance by the affected Owner of any obligation under the Project Documents which is not cured within sixty (60) days.
- f. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- g. Any proposed action which requires the consent of a specified percentage of First Mortgagees as specified in Section 11.8.

Section 11.8. FNMA, FHLMC, FHA, VA Mortgage.

(a) Conditions When this Section Applicable. The provisions of this Section 11.8 shall apply if any of the following conditions exist pertaining to First Mortgages on any of the Lots:

- (i) Any First Mortgage is sold or transferred to FNMA;
- (ii) Any First Mortgage is sold or transferred to FHLMC; or
- (iii) Any First Mortgage is FHA insured or a Veterans Affairs ("V A") mortgage.

(b) Approval of Material Amendments. The approval of sixty-seven percent (67%) of the total voting power of the Association and fifty-one percent (51%) or more of the Eligible First Mortgagees (based upon one vote for each first mortgage owned) must be obtained for

amendments of a material nature to the Project Documents. A change to any of the following would be considered as material:

- (i) Voting rights;
- (ii) Assessments, assessment liens, or subordination of assessment liens;
- (iii) Reserves for maintenance, repair and replacement of Common Areas or any other portions of the Project which the Association has a duty to maintain, repair and replace.
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the general or exclusive use Common Areas, if any or rights to their use;
- (vi) Boundaries of any Lot;
- (vii) Convertibility of Lots into Common Areas or vice-versa;
- (viii) Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;
- (ix) Insurance or fidelity bonds;
- (x) Leasing of Lots;
- (xi) Imposition of any right of first refusal or similar restriction on an Owner's right to sell, transfer or convey their Lot;
- (xii) A decision by the Association to establish self-management when professional management has been required previously by a First Mortgagee;
- (xiii) Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Project Documents;
- (xiv) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs; or
- (xv) Any provisions that expressly benefit First Mortgagees, insurers or guarantor

An addition or amendment to the Project Documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

If an addition or amendment is not considered as a material change, approval will be implied when a First Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is submitted.

(c) Termination of Legal Status. Except as provided above, any election to terminate the legal status of the Project as a planned development, must be approved by at least sixty-seven percent (67%) of the voting power of the Association and sixty-seven percent (67%) of the Eligible First Mortgagees based upon one vote for each First Mortgage owned.

(d) Reallocation of Interests in the Common Area. No reallocation of interests in the Common Area resulting from a partial condemnation or partial destruction of the Project shall be effected without the approval of fifty-one percent (51%) of the Eligible First Mortgagees based upon one vote for each First Mortgage owned.

(e) Restriction on Certain Changes. Unless at least sixty-six and 2/3 percent (66-2/3%) of the First Mortgagees (based on one vote for each First Mortgage owned) or sixty-six and 2/3 percent (66-2/3%) of the Owners have given their prior written approval, the Association shall not:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause); or

(ii) Change the method of determining the Assessments, or other charges which may be levied against an Owner; or

(iii) By act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of any Common Area party walls or common fences and driveways, or the upkeep of lawns and plantings in the Project; or drainage areas; or

(iv) Fail to maintain fire and extended coverage on insurable Common Area and other portions of the Project which the Association has a duty to insure on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(v) Use hazard insurance proceeds for losses to any Common Area or other Project improvements for other than the repair, replacement or reconstruction of such Common Area or improvements.

(f) No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey their Lot shall not be subject to any "right of first refusal" or similar restriction.

(g) Foreclosure Eliminates Unpaid Assessments. Each holder of a First Mortgage lien on a Lot who comes into possession of the Lot by virtue of foreclosure of the mortgage or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid Assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a pro rata share of such Assessments or charges resulting from a pro rata reallocation of such Assessments or charges of all Lots, including the mortgaged Lot.

(h) Mortgage Priority in Case of Distribution. No provision in any Project Document will entitle an Owner or other party to priority over any rights of the First Mortgagee on the Lot pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Lot and/or Common Area.

(i) Leasing Restrictions. No Owner shall be permitted to lease their Lot for transient or hotel purposes. No Owner may lease less than the entire Lot. Any lease or rental agreement must

be in writing and be subject to the provisions of the Project Documents. No Lot may be leased or rented for less than thirty (30) days.

(j) Taxes Relate Only to Individual Lots. All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Lots and not to the Project as a whole.

Section 11.9. FHA/VA Approval: During any period of time that a mortgage on any portion of the Project is held, insured or guaranteed by FHA or V A, and as long as there is a Class B Membership, the following actions shall require the prior approval of FHA or V A: amendment of the Project Documents, annexation of additional Property, dedication or mortgaging of the Common Area, merger or consolidation of the Association with another corporation.

Section 11.10. Additional FHA Provisions: All Owners, tenants and occupants of Lots in the development covenant and agree that the administration of the development shall be in accordance with the terms and provisions of the Regulatory Agreement (FHA Form No. 3278) executed by FHA and the Association and that such terms and provisions of said Regulatory Agreement shall be fully complied with.

To the extent any matters in this Declaration or in the Articles or the Bylaws are in any way inconsistent with any matters in said Regulatory Agreement, then any such inconsistent matters in said Regulatory Agreement shall prevail. The right to lease Lots in the development shall be subject to all terms and provisions of said Regulatory Agreement.

In the event of any conflict between any of the provisions of this section and any other provisions of this Declaration, the provisions of this section shall control.

Any provision of this Declaration which confers a power or right upon the FHA or the Federal Housing Commissioner and all of the provisions of the Regulatory Agreement shall be inapplicable whenever there are no Lots where FHA insures the mortgage held by any First Mortgagee.

Whenever a notice is required to be sent to a Mortgagee holding an FHA insured mortgage or the approval of FHA is required, the notice or the request for approval shall be sent to the supervisor of the FHA office in which the Project is located. If FHA does not respond within twenty (20) days after the notice is mailed or delivered, then FHA shall be deemed to have approved the request.

Section 11.11. Compliance with FHAN A. FHLMC or FNMA Requirements: Declarant intends that the Project shall comply with all of the requirements of the Federal Housing Administration ("FHA"), the Veterans Affairs ("VA"), the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA"). All casualty and liability insurance covering any portion of the Project encumbered by a Mortgage insured by FHA, guaranteed by V A, or held by FHLMC or FNMA, shall therefore conform to the applicable FHA/VA, FHLMC or FNMA requirements. All Lot Owners also agree that in the event the Project or the Project Documents do not comply with the applicable FHA/VA, FHLMC or FNMA requirements, the Board and each Owner shall take any action or adopt any resolutions required by any First Mortgagee to conform such Project Documents, or the Project, to the FHA/VA, FHLMC or FNMA requirements, subject to the review and approval of the Nevada Division of Real Estate, in accordance with applicable law, so long as the Division of Real Estate retains jurisdiction.

Section 11.12. Waivers: A Mortgagee may waive any requirement contained in this Declaration as they pertain to such Mortgagee, provided such waiver is in writing.

Section 11.13. Conflicts. In the event of a conflict between any of the provisions of this Article II and any other provisions of this Declaration, the provisions of Article II shall control.

ARTICLE XII: NONSEVERABILITY OF COMPONENT INTERESTS.

Section 12.1. Severance Prohibited. An Owner may not sever their Lot from their Membership in the Association. Nor may an Owner sever their Lot or their Membership from the Owner's undivided interest in the Common Area for any purpose. None of the component interests in a Lot can be severally sold, conveyed, encumbered, hypothecated, assigned, leased, rented, occupied, used or otherwise dealt with. Any violation or attempted violation of this provision will be void. Similarly, no Owner can sever any exclusive leasehold appurtenant to their Lot over the Common Area from the Owner's Lot. Any attempt to do so will be void.

Section 12.2. Limitation on Interests Conveyed. After the initial sales of the Lots, unless otherwise expressly stated, any conveyance of a Lot or any portion of it by an Owner will be presumed to convey the entire Lot. However, nothing contained in this Section 12.2 will preclude the Owner of any Lot estate from creating an estate for life or an estate for years or from creating a co-tenancy or joint tenancy in the ownership of the Lot with any other person or persons.

Section 12.3. Lot Splitting, Consolidation.

(a) Partition of Lot. No Lot or real property interest may be subdivided without the prior written approval of the Board and the First Mortgagee of such Lot.

(b) Consolidation of Lots. No two (2) or more Lots may be consolidated into one Lot without the prior written approval of the Board and the First Mortgagees of each such Lot.

(c) Change in Voting or Assessments. The Association may require a change in the voting rights and assessment obligations after any Lot or consolidation, to keep the assessment and voting rights the same after the Project or consolidation as they were before such change.

(d) Costs. All Owners seeking permission to consolidate or subdivide a Lot will be responsible for engineering, legal, and other costs of the consolidation or Project including the costs of changing the voting and assessment rights and obligations as provided in Subsection (c) of this section and must pay such costs upon demand. The Association may require pre-payment of the estimated costs of the Association as a condition of approval.

ARTICLE XIII: BREACH & DEFAULT:

Section 13.1. Remedy at Law Inadequate. The provisions of the Declaration, the Bylaws, the Association Rules and/or Resolutions of the Board, as the same may be adopted or amended from time to time, constitute enforceable servitudes which will inure to and bind each Owner, Owner's family, lessees, tenants, contract purchasers, guests, invitees and/or licensees. Any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest may enforce, by any proceeding at law or in equity, said provisions of the Governing Documents against any Owner, Member of Owner's family, lessee, tenant, contract purchaser, guest, invitee, licensee, occupant or user of any Lot, or any portion of the Common Area or Common Facilities. Further, the failure of any Owner, Member of Owner's family, lessee, tenant, contract purchaser, guest, invitee, licensee, occupant or user of any Lot, or any portion of the Common Area or Common Facilities, to strictly comply with any provision of the Governing Documents will be grounds for (1) an action to recover sums due for damages and/or (2) an action to enjoin by appropriate legal proceedings

instituted by any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest.

Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration and the Association's Governing Documents is inadequate.

Section 13.2. Nuisance: Without limiting the generality of Section 13.1, the result of every act or omission whereby any covenant contained in this Declaration or the Association's Governing Documents is violated, in whole or in part, is hereby declared to be a nuisance. In addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association, its Officers, the Board of Directors and/or any Owner.

Further, every remedy against nuisance, either public or private, will be applicable against every such act or omission; provided, however, the Board will not be obligated to take action to abate or enjoin a particular violation if, in the discretion of the Board, the Board determines that acting to abate or enjoin such violation is not likely to foster or protect the interests of the Association and its Members as a whole.

Section 13.3. Violation of Law: Any violation of a federal, state, county, municipal, local or other governmental law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and subject to any and all enforcement procedures set forth herein.

Section 13.4. Cumulative Remedies: The respective rights and remedies provided by this Declaration or by law will be cumulative, and not exclusive. The exercise of anyone or more of such rights or remedies will not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration or the Governing Documents.

Section 13.5. Failure Not a Waiver: The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges behalf of all other Owners, may enforce the obligations of each Owner to obey such rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to the hiring of legal counsel, the imposition of fines and monetary penalties, the pursuit of legal action; or the suspension of the Owner's voting rights as a Member of the Association. The Association's right to undertake disciplinary action against its Members will be subject to the conditions set forth in this Section 13.6. The initiation of legal action will be subject to Section 13.7, below.

The decision of whether it is appropriate or necessary for the Association to initiate enforcement or disciplinary action in any particular instance will be within the sole discretion of the Association's Board or its duly authorized enforcement committee. If the Association declines to take action in any instance, any Owner will have such rights of enforcement as may exist by virtue of the Nevada Revised Statutes or otherwise by law.

Upon a determination by the Board of Directors, after prior notice to the affected Member and an opportunity for a hearing pursuant to Subsections 13.6(e) and (t), that said Member has violated any provision of the Governing Documents, including but not limited to a failure to pay any Assessment when due, the Board may give notice in writing to such Member that the Member is deemed to be a Member not in good standing. Such Member will be deemed to be a Member not in good standing until such time as the Board determines in writing that the violation which resulted in the Board's determination that the Member was not in good standing has been cured or remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member will again be deemed to be a Member of the Association in good standing.

Section 13.6. Rights and Remedies:

(a) Rights Generally. In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document by an Owner, the Owner's family, guests, contract purchasers, employees, servants, invitees, licensees, lessees and/or tenants, the Board, for and on

(b) Schedule of Fines. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring for which a uniform fine schedule is appropriate (such as fines for late payment of Assessments or illegally parked vehicles). Once imposed, a fine or penalty may be collected as a Special Individual Assessment and will be enforceable as a Special Individual Assessment pursuant to Section 5.4.

(c) Definition of "Violation". A violation of the Governing Documents will be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and, according to the Board's discretion, a per diem component for so long as the detrimental effect continues. Similar violations on different days will justify cumulative imposition of disciplinary measures.

The Association will take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance occurring within the Common Area at the cost of the responsible Owner.

(d) Limitations of Disciplinary Rights.

(i) Loss of Rights: Forfeitures. The Association will have no power to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of their Lot due to the failure by the Owner (or Owner's family members, tenants, lessees, contract purchasers, guests, invitees and/or licensees) to comply with any provision of the Governing Documents, including, but not limited to any duly enacted Association Rule, except where the loss or forfeiture is the result of (a) the judgment of a court of competent jurisdiction, (b) a decision arising out of arbitration, (c) a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments levied by the Association, or (d) where the loss or forfeiture is limited to a temporary suspension of an Owner's rights as a Member of the Association or the imposition of monetary penalties for failure to pay Assessments or otherwise comply with any Governing Documents so long as the Association's actions satisfy the due process requirements of Sections 13.6(e) and (f).

(ii) Liens Against Member's Lot. Except as provided in the Association's Delinquent Assessment Collection Policy, or Association Rules, if any, a monetary penalty imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Areas and Common Facilities for which the Member and/or the Member's family, guests, lessees, tenants, contract purchasers, employees, invitees and/or licensees were responsible may become a lien against the Member's Lot enforceable by the sale of the Lot under the Nevada Revised Statutes.

(e) Hearings. No penalty or temporary suspension of rights will be imposed pursuant to this Article XIII unless the Owner alleged to be in violation is given prior notice of the proposed penalty or temporary suspension, and is given an opportunity to be heard before the Board of Directors or appropriate committee established by the Board with respect to the alleged violation(s) as provided in Association Rules adopted by the Board pursuant to Section 13.6(g).

Notwithstanding the foregoing, under circumstances involving conduct that constitutes (i) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners; (ii) a traffic or fire hazard; (iii) a threat of material damage to, or destruction of, the Common Area or Common Facilities; or (iv) a violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as late payment of Assessments or parking violations), the Board of Directors or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the offending Owner (which request must be received by the Association, in writing, within five (5) days following the Association's disciplinary action), or upon its own initiative, conduct a hearing as soon thereafter as reasonably possible.

If the Association acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing will accompany the notice of disciplinary action. If the accused Owner desires a hearing, a written request therefore must be delivered to the Association at a date as provided in Association Rules adopted by the Board pursuant to Section 13.6(g). The hearing will be held as provided by Association Rules adopted by the Board pursuant to Section 13.6(g).

(f) Notices. Any notice required by this article must, at a minimum, set forth the date and time for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents and a reference to the specific Governing Document provision alleged to have been violated. The notice must be in writing and may be given by any method reasonably calculated to give actual notice, provided that if notice is given by mail it must be sent by first-class or certified mail sent to the last address of the Member shown on the records of the Association.

(g) Rules Regarding Disciplinary Proceedings. The Board may adopt rules that set forth the procedures for conducting disciplinary proceedings. Such rules, when approved and adopted by the Board, will become a part of the Association Rules and will provide for notices and procedures satisfying the alternative dispute resolution requirements.

(h) Recording Notices of Violations. To the extent permitted by law, the Association may execute and record in the office of the County Recorder notice of any Owner's breach of, violation of, or failure to comply with, any provision of the Governing Documents or of any duly

enacted Association Rule within a reasonable time after the occurrence of such breach, violation or failure. The Association will deliver by first class mail to the Owner responsible for such breach a copy of the notice that it executes and records.

Section 13.7. Court Actions; Mediation-

(a) Court actions to enforce the Governing Documents may only be initiated on behalf of the Association upon approval of the Board. Before initiating any court action seeking declaratory or injunctive relief to interpret or enforce the governing documents (including either of those actions coupled with a claim for monetary damages not in excess of five thousand dollars (\$5,000.00), the Association and/or Members must first comply with the provisions of Nevada statutes relating to alternative dispute resolution.

Disputes related to Association Assessments are expressly exempted from the provisions of this Section 13.7 unless the Member strictly complies with the requirements Nevada statutes.

The mediation procedures described in Subsection 13.7(b) are intended to satisfy alternative dispute resolution requirements. All notices issued and procedures followed in the mediation process will comply with the specific requirements imposed by Nevada statutes.

(b) Before instituting any judicial action, arbitration, or other proceeding arising out of a dispute between the Association and any Member or between two (2) or more Members of the Association which concerns any rights or obligations arising under or pursuant to the Governing Documents, the Association or Member who desires to initiate such action ("Complaining Party") must make a good faith attempt to mediate the dispute pursuant to this Section 13.7.

The Complaining Party must send the other party (the "Responding Party") written notice of the nature of the dispute, the facts giving rise to its claim and its desire to mediate (the "Mediation Notice"). Should either party commence a judicial action, arbitration, or other proceeding without sending a Mediation Notice, the Responding Party may stay the action and request a Mediation Notice from the Complaining Party. The Mediation Notice must name a mediator. Both the Complaining Party and the Responding Party each will be obligated to pay one-half (1/2) of the costs of mediation. Each party is to pay their own attorneys' fees, if any, with respect to the mediation.

If the Responding Party objects in writing to the Complaining Party's choice of a mediator, the parties must ask that a professional mediation service pick a mediator from its panel within ten (10) days from the date of the objection. Within thirty (30) days after the mediator is chosen, the parties must schedule and attend a mediation and attempt in good faith to resolve their dispute. If the mediation does not resolve the dispute or if the Responding Party refuses to attend, the Complaining Party will be free to commence litigation.

The requirements of this Subsection (b) will not apply under circumstances where the Complaining Party is entitled to a temporary restraining order or preliminary injunction in order to avoid irreparable harm or injury.

(c) Unless mutually agreed to in writing by all parties to the dispute, evidence of any thin; said or of any admissions made in the course of the alternative dispute resolution process may not b admissible into evidence in any legal proceeding. Testimony referring to such statement or admission may not be admissible. Nor will disclosure of any such statement or admission be

compelled in any civil action Documents prepared for the purpose of, in the course of, or pursuant to, alternative dispute resolution procedure may not be admissible into evidence and disclosure of such documents may not be compelled by any legal proceeding.

Section 13.8. Joint and Several Liability of Co-Owners: If a Lot is owned jointly by two (2) or more persons, the liability of each Owner thereof in connection with the obligations of Owners imposed by this Declaration will be joint and several.

Section 13.9. Costs and Attorneys' Fees: In the event the Association takes any action because any alleged breach or default of any Owner or other party hereto under this Declaration or the Association Governing Documents, whether or not legal or judicial proceedings are initiated, the Association may recover the full amount of all costs, including attorneys' fees that the Association has incurred because of the alleged breach or default of the Owner or other party. The Association's remedies to recover the amount of such costs and attorneys' fees will include but are not limited to the imposition of a Special Individual Assessment pursuant to Article V.

ARTICLE XIV: NOTICES.

Section 14.1. Mailing Addresses: Any communication or notice of any kind permitted or required pursuant to any provision of the Governing Documents must be in writing and may be served, as an alternate to personal service, by mailing the same as follows:

(a) **Owners.** To the street address of the Owner's Lot or to such other address as the Owner may from time to time designate in writing to the Association.

(b) **The Association.** Mills Landing Town Home Owners Association, (or to such other address as the Association may from time to time designate in writing to the Owners).

(c) **Directors/Officers.** To the street address as the Director and/or Officer may from time to time designate in writing to the Association.

(d) **Eligible First Mortgagees.** To the street address as the Eligible First Mortgagees may from time to time designate in writing to the Association and which the Association may maintain in a book entitled "Mortgagees of Lots."

The foregoing addresses may be changed by written notice given as herein provided. Unless so changed, the last address provided for each party, whether herein or pursuant to notice hereunder, will be deemed to be the address of such party for any and all purposes.

Section 14.2. Personal Service Upon Co-Owners and Others: Personal service of a notice or demand to one of the Co-Owners of any Lot, to any general partner of a partnership which is the Owner Record of a Lot, or to any officer or agent for service of process of a corporation which is the Owner of Record of the Lot, will be deemed delivered to all such Co-Owners, to such partnership, or to such corporation, as the case may be.

Section 14.3. Deemed Delivered. All notices and demands served by mail must be by first-class or certified mail, with postage prepaid, and will be deemed delivered seventy-two (72) hours after deposit in the United States Mail. All notices and demands served by personal delivery are deemed delivered upon service.

ARTICLE XV: NO PUBLIC RIGHTS IN THE PROJECT.

Section 15.1. Dedication of Project: Nothing contained in this Declaration will be deemed to be a gift or a dedication of all or any portion of the Project to the general public or for any public use or purpose whatsoever.

ARTICLE XVI: AMENDMENT OF DECLARATION.

Section 16.1. Amendment in General: This Declaration may be amended or revoked in any respect by the vote or assent by written ballot of Members representing at least fifty-one percent (51 %) of all eligible Members, pursuant to the Bylaws. Notwithstanding the foregoing, the percentage of the Members necessary to amend a specific clause or provision of this Declaration will be at least the percentage of affirmative votes prescribed in said clause or provision.

Section 16.2. Effective Date of Amendments: Any amendment to this Declaration will be effective upon the recording in the Office of the Recorder of Sacramento County a Certificate of Amendment, duly executed and certified by the president and secretary of the Association setting forth in full the amendment so approved and that the approval requirements of Section 16.1, above, have been duly met.

Section 16.3. Reliance on Amendments: Any amendments made in accordance with the terms of this Declaration will be presumed valid by anyone relying on them in good faith.

ARTICLE XVII: ANNEXATION.

Section 17.1. Annexation: Any real property which consists of a parcel or parcels shown on a final Project or parcel map of Record may be annexed to the Project in accordance with this article, and will thereupon become subject to this Declaration with the consent of the Owner of the property.

The Association may annex real property to the Project provided that such annexation is approved by a vote or written consent of a majority of the Owners.

Section 17.2. Method of Annexation: Any annexation undertaken in accordance with this section will be effective when a Declaration of Annexation executed by the annexing party and the owner of the interest to be annexed covering the property to be annexed, and includes the following information.

(a) A description of the property to be annexed, together with a description of the Common Area.

(b) A description of any parcel of the property to be annexed which is Common Area, and of any property to be annexed which is designated for maintenance in accordance with Section 6.1.

Section 17.3. Effect of Declaration of Annexation: Upon any annexation becoming effective, the Declaration of Annexation will become a part of this Declaration, and will be deemed amended by any amendment to this Declaration.

Section 17.4. Assessments and Voting Rights in Subsequent Phases: Except as modified by a Declaration of Annexation, assessments and voting rights applicable to Lots in subsequent Phases will be as set forth in the applicable provisions of this Declaration.

Section 17.5. Adjustment for Capital Improvements: Where annexation of a Phase occurs after existing Lots within the Project have been assessed for capital improvements to Common Area, the Association may adjust the assessment on the annexed Lots so that the annexed Lots pay their proportionate share of the Improvement minus reasonable depreciation of the Improvement if it has been in use for one year or more at the time of annexation.

ARTICLE XVIII: GENERAL PROVISIONS.

Section 18.1. Effective Date: This Declaration will become effective upon its recordation in the Official Records of Carson City, Nevada.

Section 18.2. Term: The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges and equitable servitudes contained in this Declaration will run with, and will benefit and burden the Lots and the Common Area as herein provided, and will inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors, and its officers and agents, and their respective successors in interest, for the term of sixty (60) years from the date of the recording of this Declaration, after which time the same will be automatically extended for successive terms of ten (10) years each unless, within six (6) months prior to the expiration of any term (initial or successive), a recordable written instrument, approved by a majority of all Owners terminating the effectiveness of this Declaration must be filed for recording in the Office of the County Recorder of Carson City, Nevada.

Section 18.3. Construction of Declaration.

(a) Restrictions Construed Together. All of the covenants, conditions, and restrictions of this Declaration will be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the Recitals of this Declaration.

Failure to enforce any provision hereof will not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof.

(b) Restrictions Severable. Notwithstanding the provisions of Subsection (a) above, the covenants, conditions, and restrictions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision which will remain in full force and effect.

(c) Singular Includes Plural/Gender. The singular will include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter will each include the masculine, feminine and neuter, as the context requires.

(d) Captions. All captions, titles or headings used in this Declaration are intended solely for convenience of reference and will not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.

(e) Conflicts. In the event of any conflict between any of the provisions of this Article XVIII and any other provisions of this Declaration, the provisions of this Article XVIII will control. In the event of any conflict between any of the provisions of this Declaration and any other provisions of the Governing Documents, the provisions of this Declaration will control.

Further, neither the Articles nor the Bylaws will be amended so as to be inconsistent with this Declaration; and, in the event of any inconsistency, the provisions of this Declaration will control.

(f) Exhibits. All exhibits to which reference is made herein are deemed to be incorporated herein by reference, whether or not actually attached.

DRAFT

Section 18.4. Power of Attorney. To the extent necessary to carry out and enforce the provisions of this Declaration and the Association's Governing Documents in general, an irrevocable power of attorney coupled with an interest is granted to the Association by the Owners.

Certification

We, the undersigned hereby certify, under penalty of perjury, that the Restated Declaration of Covenants, Conditions, and Restrictions set for herein was duly adopted with the vote or written consent of at least fifty-one (51%) of the Owners.

MILLS LANDING TOWN HOME OWNERS ASSOCIATION

President:

Secretary:

Sign Name

Sign Name

Print Name

Print Name

Dated: _____

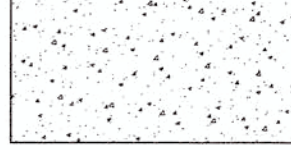


Dated: _____



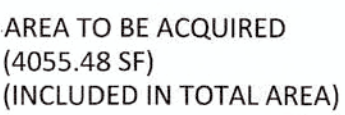
The diagram illustrates a typical residential lot layout within a block. The lot is bounded by a 'STREET' on the top and bottom. The lot width is '100'0" MIN.' and the lot depth is '100'0" MIN.'. The lot is divided into several sections:

- Front Yard:** A setback of '10'0" MIN.' from the front street line. The area contains a 'REAR OF HOME' and a 'FACE OF HOME'.
- Side Yard:** A setback of '10'0" MIN.' from the side street line. The area contains a 'FACE OF HOME' and a 'FACE OF GARAGE'.
- Back Yard:** A setback of '10'0" MIN.' from the back street line. The area contains a 'FACE OF HOME' and a 'FACE OF GARAGE'.
- Garage:** A 'GARAGE' is shown in the rear yard, with a 'FACE OF GARAGE' and a 'FACE OF HOME'.
- Property Line:** A 'PROPERTY LINE (TYPICAL)' is shown as a dashed line.
- Other Features:** A 'PARKING CURB' is shown on the side street, and a 'BACK YARD' is shown at the rear of the lot.

ALL DIMENSIONS TO PROPERTY LINE OR RIGHT OF WAY UNLESS NOTED OTHERWISE.

| | |
|---|--------------------|
| 1 | LOT NUMBER |
| [1000] | LOT SQUARE FOOTAGE |
|  | CONCRETE HATCH |
|  | AC PAVEMENT HATCH |
|  | PROPERTY LINE |

RATIO 2.57:1
RATIO 2.5:1



PROJ. MGR.: _____
PROJ. ASSOC.: _____
DRAWN BY: _____
DATE: 05/10/2016
SCALE: _____

SHEET

C2 OF **6**

LILCCNV01

© 2008 ALL RIGHTS RESERVED

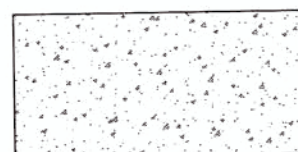


1

LOT NUMBER

[1000]

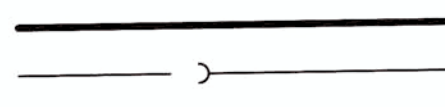
LOT SQUARE FOOTAGE (SF)



CONCRETE HATCH



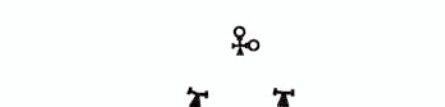
AC PAVEMENT HATCH



PROPERTY



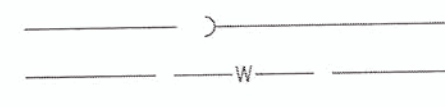
PROPOSED SANITARY MAIN



PROPOSED FIRE HYDRANT



PROPOSED WATER MAIN - TEE CONNECTION



PROPOSED WATER MAIN - 11.25' & 22.5' BENDS RESPECTIVELY

PROPOSED WATER MAIN - GATE VALVE, BLOWOUT & END CAP

PROPOSED SANITARY MANHOLE

PROPOSED SANITARY MANIFESTO

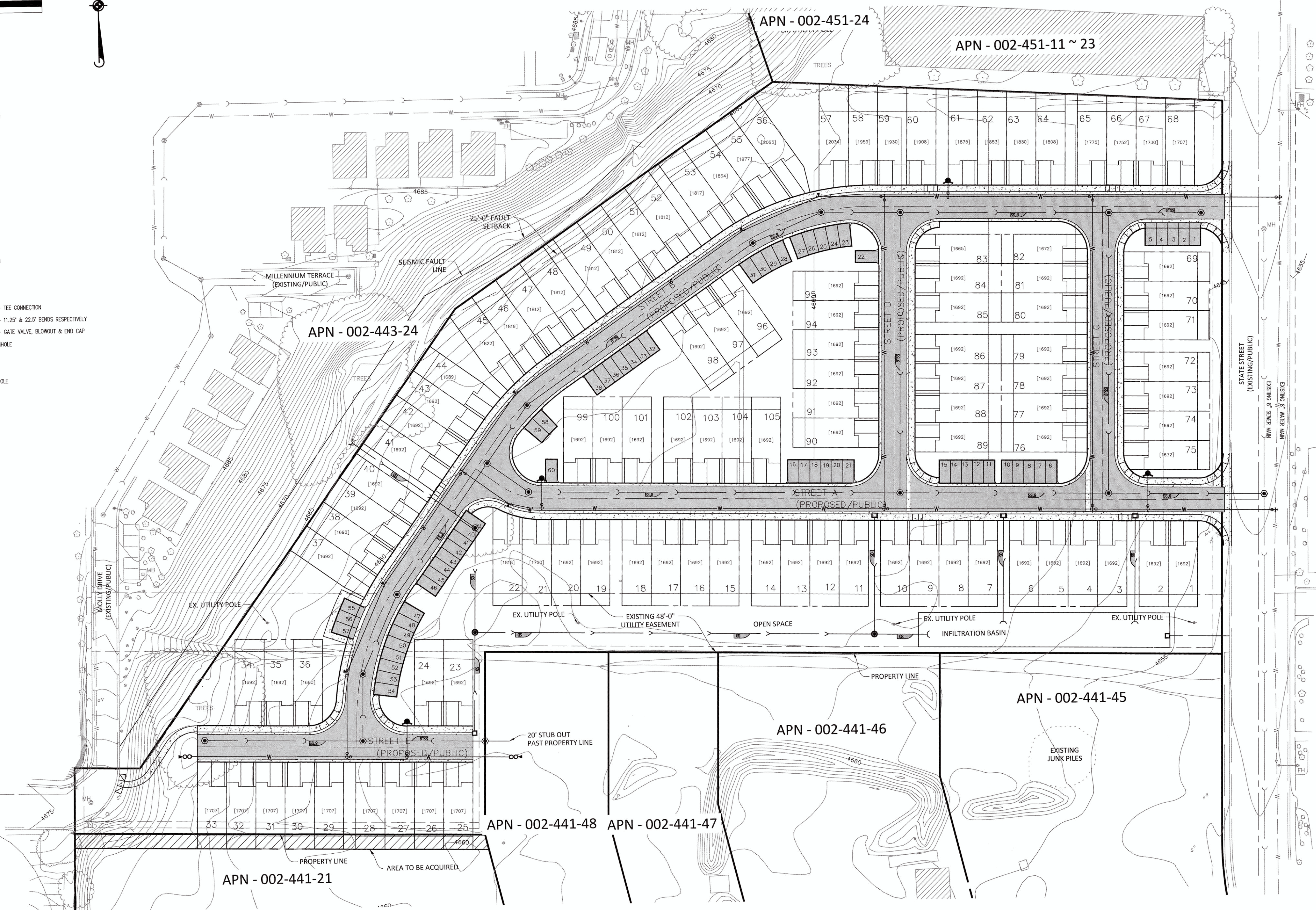
EXISTING SANITARY MAIN

EXISTING SANITARY MAIN

EXISTING SANITARY MANHOLE

EXISTING SANITARY MANHOLE

EXISTING SANITARY MANHOLE

[illegible]

Manhard™
CONSULTING LTD.
3476 Executive Pointe Way, Suite 12, Carson City, NV 89706 ph: 775.682.0530
F: 775.686.7249 fax: 775.682.0530
www.manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Professional Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

MILLS LANDING TOWNHOUSES
CARSON CITY, NEVADA
UTILITY PLAN

PROFESSIONAL ENGINEER - STATE OF NEVADA

DAVID M. KITCHEN

Exp. 06-30-17
CIVIL

No. 14487

05-19-16

PROJ. MGR.: _____

PROJ. ASSOC.: _____

DRAWN BY: _____

DATE: 05/10/2016

SCALE: _____

SHEET

C3 OF 6

LIL.CCNV01

© 2008 AIAA ENGINEERING CONCEPTS

May 18, 2016 - 15:57 Dwg Name: \\mcl-re-nas\Projects=CC\Liccnv01\dwg\Eng\Final Drawings\Plan Set\UTILITY PLAN.dwg Updated By: dkichen



1

[1000]

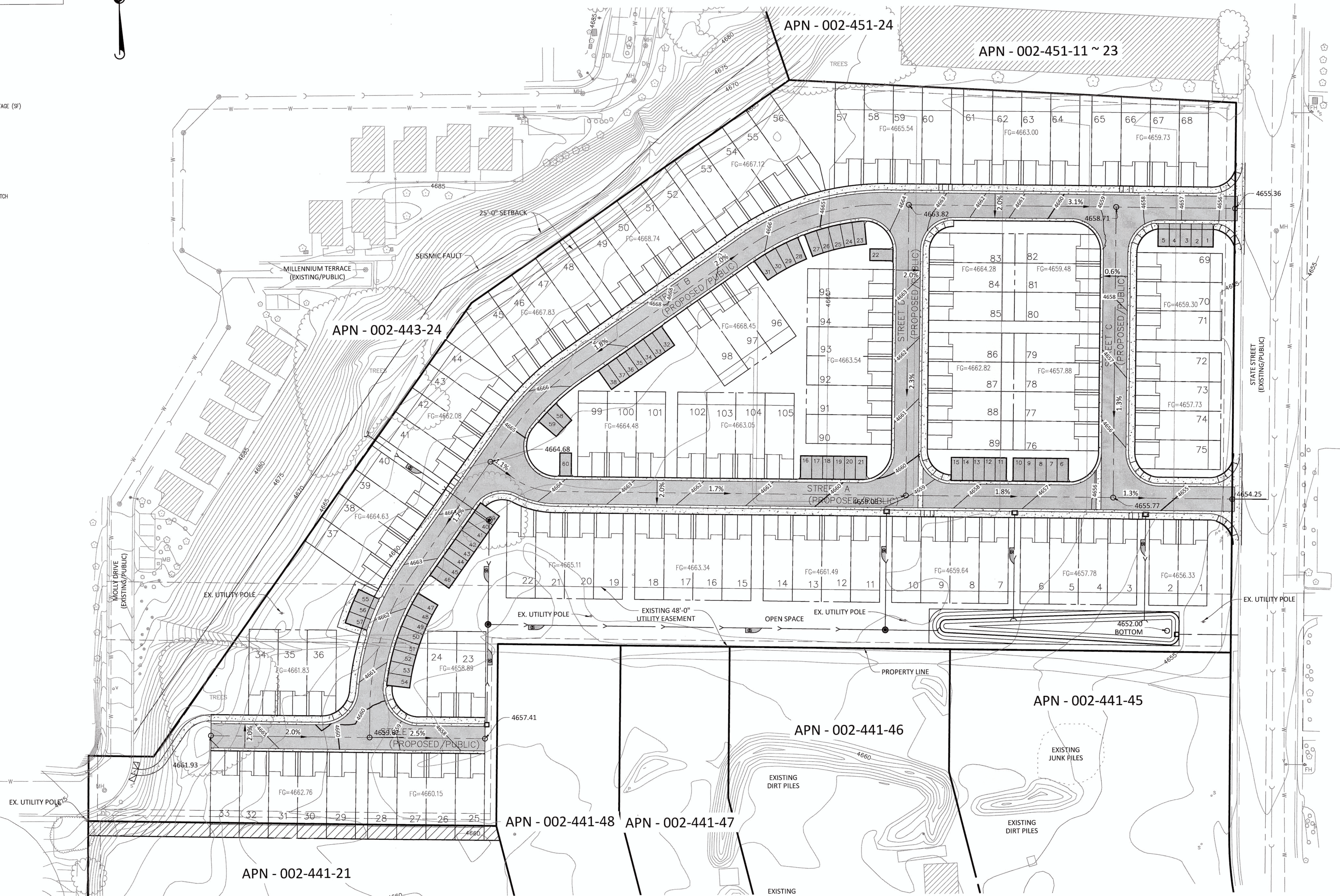


LOT SQUARE FOOTAGE (SF)

CONCRETE HATCH

AC PAVEMENT HATCH

PROPERTY LINE



\\ms01-ccr.com\Projects-CC\11000001\dwg\Final Drawings\Plan Set\GRADING PLAN.dwg Updated By: dkitchen

[illegible]

Manhard™
CONSULTING LTD.

5475 Executive Plaza West, Suite 12, Crown City, NJ 08090, 973.75.882-6550, 673.987.7282 manhard.com

Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

MILLS LANDING TOWNHOUSES

CARSON CITY, NAVAJO

GRADING PLAN

PROFESSIONAL ENGINEER - STATE OF NEVADA
DAVID M. KITCHEN
Exp: 06-30-17
CIVIL
No. 14487

05-19

PROJ. MGR.: _____

PROJ. ASSOC.: _____

DRAWN BY: _____

DATE: 05/10/20

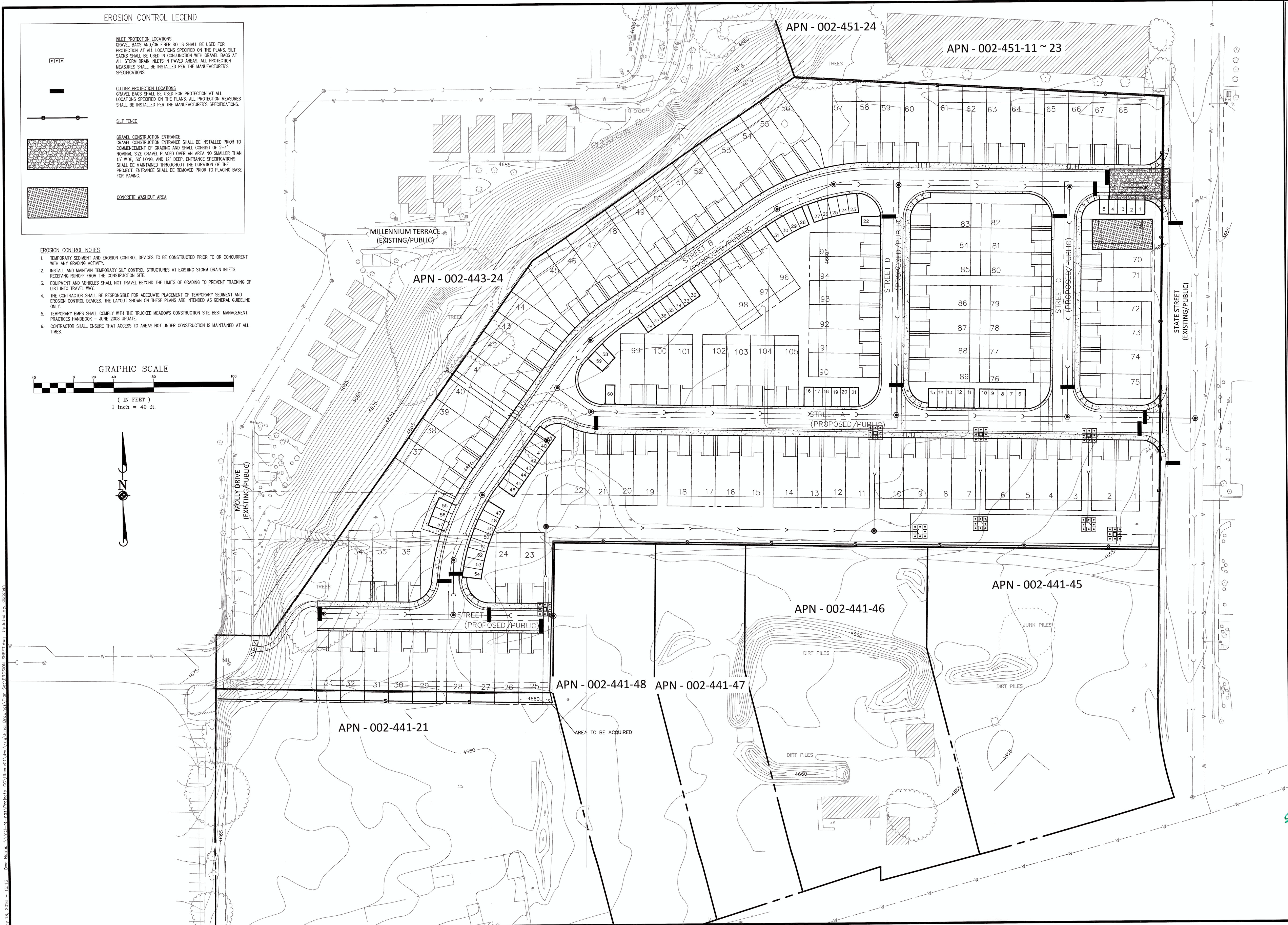
SCALE: _____

SHEET

C4 OF **6**

CCNV01

© 2008 ALL RIGHTS RESERVED



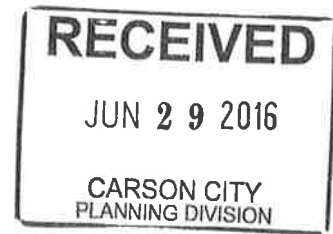
| No. | Revision Date |
|-----------|---------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Drawn By: | 601-SOS-04-16 |
| Designed: | LA |
| Checked: | LA |
| Reviewed: | RWH |
| AD File: | LI-601-SOS |
| Date: | 05/17/16 |
| Sheet | |
| L1 | |
| of | |
| 1 | |

Late Info

F-3

TPUD-16-053

Martha Smith
3843 San Felipe Ave.
Newbury Park, CA 91320



June 28, 2016

Carson City Planning Commission
Planning Division
108 E. Proctor St.
Carson City, Nevada, 89701

Dear Carson City Planning Commission:

Thank you for sending the notification of public hearing regarding **File No. TPUD-16-053**. As a homeowner in the neighborhood (I own a condominium in the Long Street Townhouse Association), I am writing you to express my concerns about this project. The primary concern that I have is with regards to the high density of homes for this development. The proposed available parking spaces do not seem adequate for the number of units. There is already a shortage of street parking on both Long Street and State Street. I don't believe that the proposed 60 guest parking spaces would be enough to support 105 single family attached homes. I also have a concern regarding the lack of street lighting on State Street

Please contact me if you require any further information. Thank you again for taking the time to hear my concerns.

Sincerely,

A handwritten signature in black ink, appearing to be "Martha Smith", written over a horizontal line.

Martha Smith

Rea Thompson

From: John E. <yhowj7@yahoo.com>
Sent: Friday, July 08, 2016 2:14 PM
To: Planning Department
Subject: Traffic & Pedestrian Crossing @ State & William Sts.
Attachments: Reno Round-About Reno.jpg; Carson Round-About.jpg; State & William.jpg

Subject: Traffic & Pedestrian Crossing @ State & William Sts.

8-July.2016

To the Commissioners and Staff of the
 Carson City Planning Commission:

I attended the Planning Commission Meeting on 29-Jun.2016, and spoke about my concern for the safety of children, students and pedestrians crossing William Street to access Carson High School and the Mills Park for recreation.

First, I want to thank Commissioners for allowing the public to speak freely, and for addressing our concerns in a courteous and responsible manner.

Second, I want to state why I am opposed to a "round-about" at State & William Streets.

I have attached aerial views of the Reno round-about on Neil Rd., the Carson round-about on Arrowhead Dr., and a sketch of a possible round-about (R-A) on State & William Streets.

The R-As on Neil Rd. and Arrowhead Dr. are in non-residential areas, and both use white painted hash-marks for pedestrian crossings.

Hash-mark pedestrian crossings are extremely dangerous at night, and would cause a significant disruption to the heavy traffic flow on William St. Therefore the only feasible solution for a R-A would be to construct a pedestrian bridge over William St.

Personally, I think a "two-lane" R-A also has many hazards, especially with all the 18-wheel truck traffic on William Street.

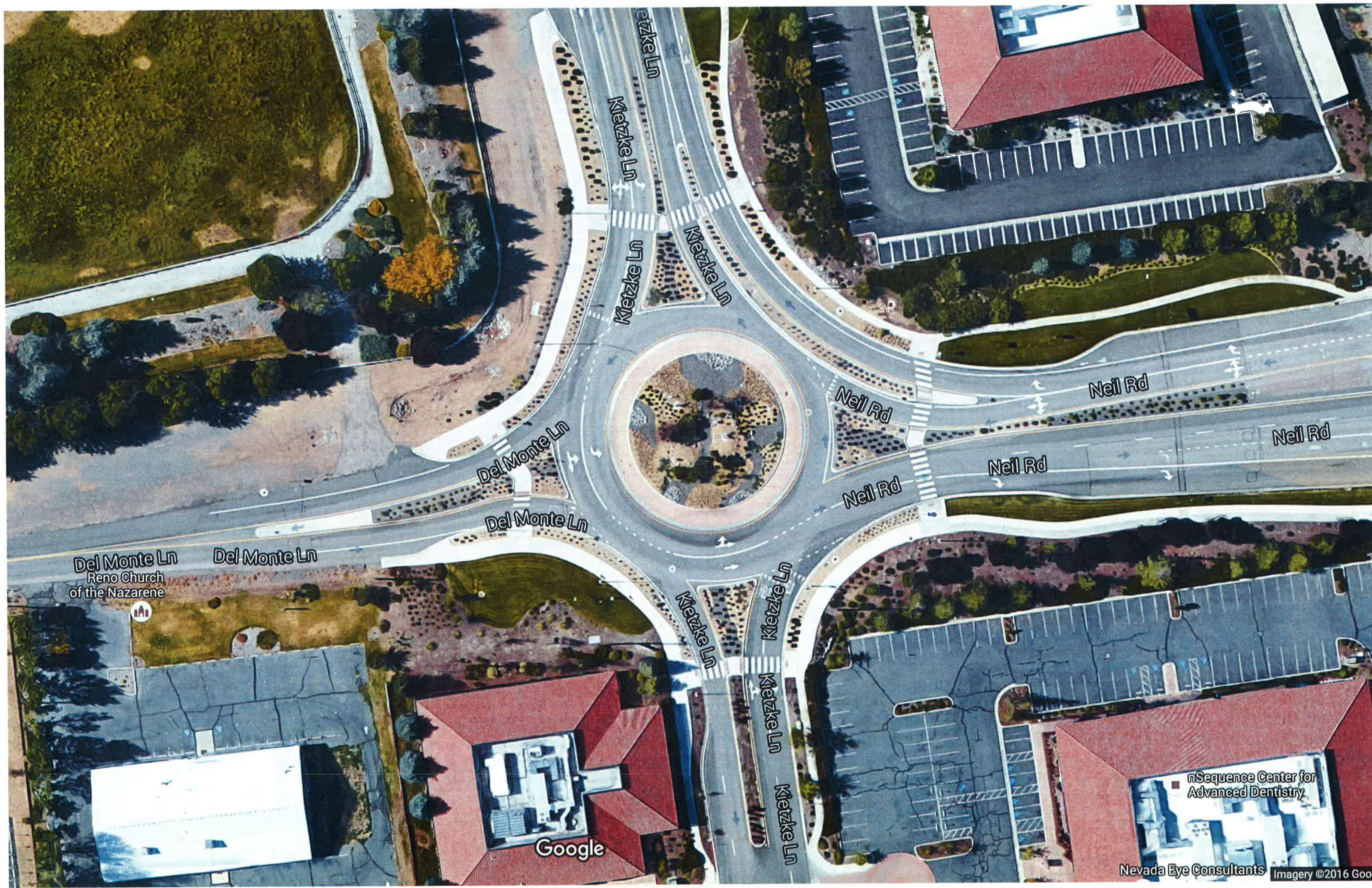
The best solution in my opinion is to have a traffic light with pedestrian crossing lights. I am confident that technology would allow a traffic light at State St. to be synchronized with the light on Saliman St. so that eastbound traffic on William can begin to move before the State St. traffic is allowed to turn east onto William.

A "right-turn only" at State & William has the disadvantage of forcing the residents of the new 105 home complex to drive into the Long St. residential area to access Saliman to be able to travel east on William. This is an unfair imposition of traffic congestion on the children, students and residents of the Long St. neighborhood.

However, whatever the Commission decides to do, it needs to be done before the 105 new houses on State St. are completed.

Thank you for your attention to this matter.

Sincerely,
John Everhart
1364 Molly Dr.
Carson City, NV 89706



Del Monte Ln
Reno Church
of the Nazarene

Del Monte Ln

Del Monte Ln
Del Monte Ln

Kietzke Ln
Kietzke Ln

Kietzke Ln

Neil Rd
Neil Rd

Neil Rd

Neil Rd

Kietzke Ln

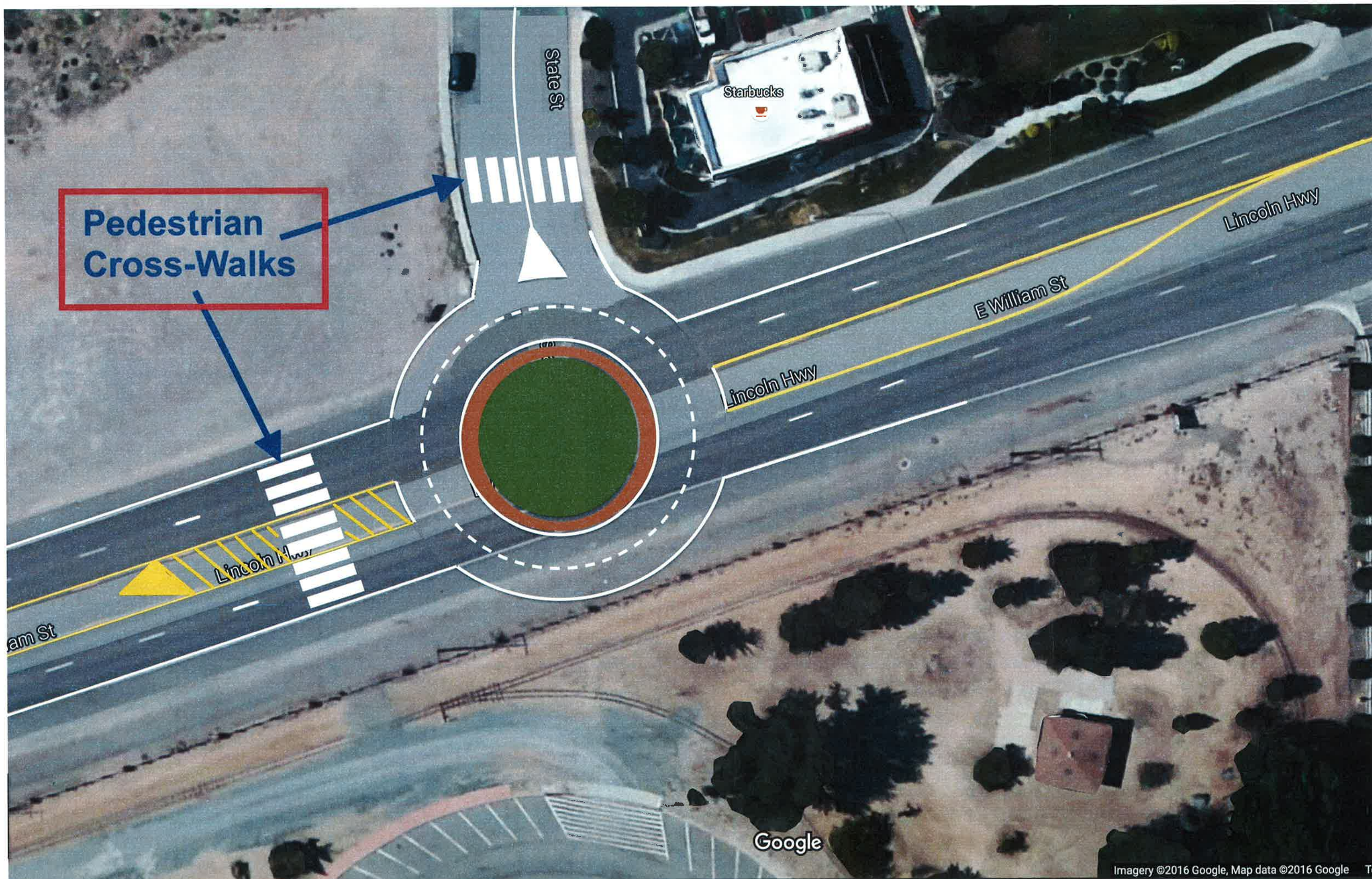
Kietzke Ln
Kietzke Ln
Kietzke Ln

nSequence Center for
Advanced Dentistry

Google

Nevada Eye Consultants Imagery ©2016 Google





**Pedestrian
Cross-Walks**

State St

Starbucks

Lincoln Hwy

E William St

Lincoln Hwy

Lincoln Hwy

am St

Google