



Board of Adjustment Staff Report

Meeting Date: February 03, 2022

Agenda Item: 8A

SPECIAL USE PERMIT CASE NUMBER: WSUP21-0035 (The Resort at Tahoe and Residences)

BRIEF SUMMARY OF REQUEST: Major grading and associated variances to create the base for redevelopment of the property.

STAFF PLANNER:

Chris Bronczyk, Planner

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Email: cbronczyk@washoecounty.gov

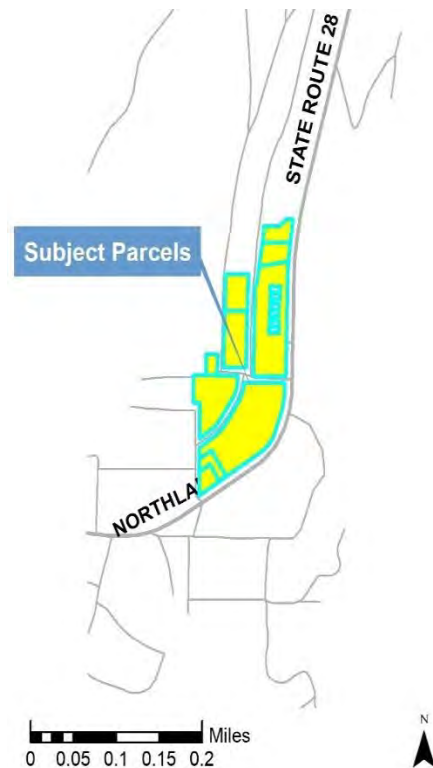
Trevor Lloyd, Planning Manager

775.328.3617; tlloyd@washoecounty.gov

CASE DESCRIPTION

For hearing, discussion, and possible action to approve a special use permit for major grading of the project site and connector roadways to prepare for the redevelopment of the Tahoe Biltmore property. The applicant is also seeking to vary the following standards from Article 438; Section 110.438.45(a); 110.438.45(b); 110.438.45(c); 110.438.45(f); and 110.438.45(i). The applicant is proposing the excavation of 197,500 cubic yards of material, and 42,000 cubic yards of fill material, and exportation of 155,500 cubic yards of material.

Applicant: EKN Development Group
Property Owner: EKN Tahoe LLC & Big Water Investments
Location: 47 Reservoir Road, 101 Lakeview Avenue, 0 Wassou Road, 5 SR 28 and 0 SR 28
APN: 123-071-04; 123-054-01; 123-053-04; 123-053-02; 123-052-04; 123-052-02; 123-052-03; 123-071-35; 123-071-36; 123-291-01
Parcel Size: 0.64 ac; 1.00 ac; 0.18 ac; 1.42 ac; 3.23 ac; 0.28 ac; 0.28 ac; 0.45 ac; 0.42 ac; 2.77 ac (Total: 11.12 ac)
Master Plan: Crystal Bay Tourist
Regulatory Zone: Tahoe Crystal Bay Tourist (TA_CBT)
Area Plan: Tahoe
Development Code: Authorized in Article 810, Special Use Permits
District: 1 – Commissioner Hill



Vicinity Map

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Board of Adjustment approve with conditions Special Use Permit Case Number WSUP21-0035 for EKN Development Group having made all five findings in accordance with Washoe County Code Section 110.810.30:

(Motion with Findings on Page 15)

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The technical reports submitted with the project application are extensive. To review the complete project application with technical reports on-line click [here](#) or contact Planning at Planning@washoecounty.gov to have a copy sent by email.

Special Use Permit

The purpose of a special use permit is to allow a method of review to identify any potential harmful impacts on adjacent properties or surrounding areas for uses that may be appropriate within a regulatory zone; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them so as to mitigate or eliminate possible adverse impacts. If the Board of Adjustment grants an approval of the special use permit, that approval is subject to conditions of approval. Conditions of approval are requirements that need to be completed during different stages of the proposed project. Those stages are typically:

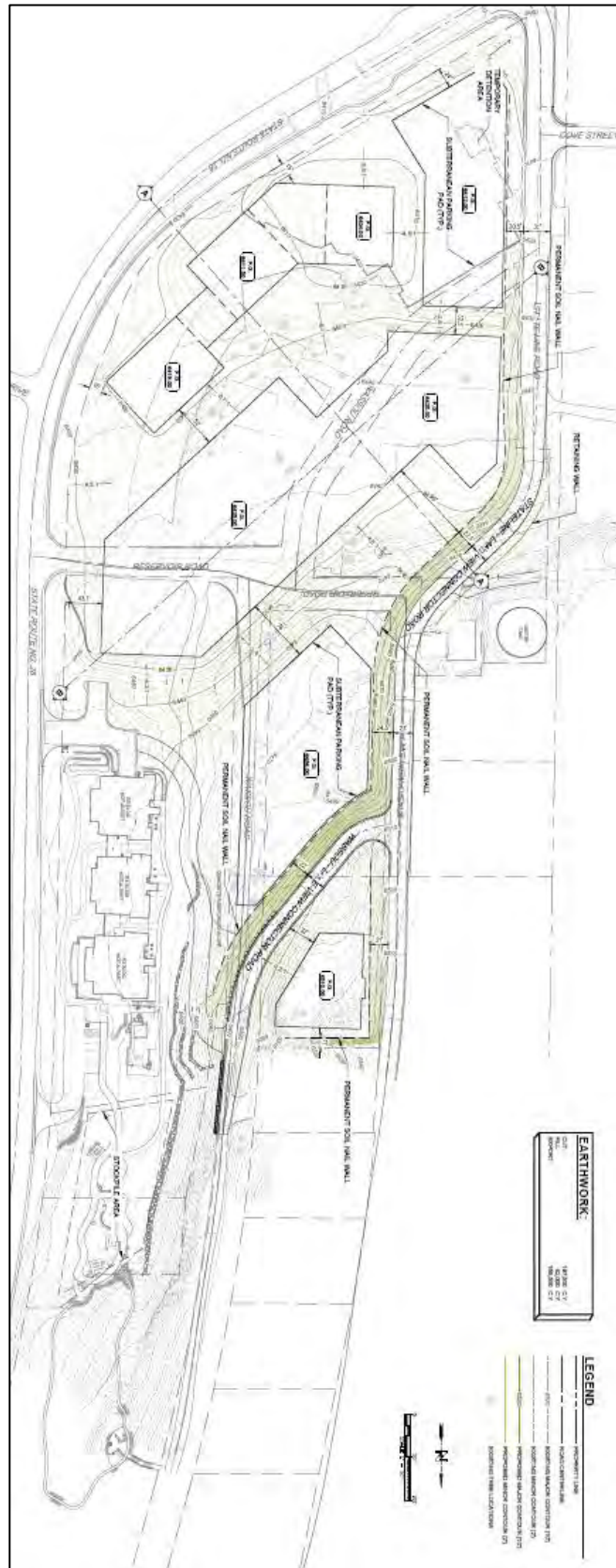
- Prior to permit issuance (i.e. a grading permit, a building permit, etc.)
- Prior to obtaining a final inspection and/or a certificate of occupancy on a structure
- Prior to the issuance of a business license or other permits/licenses
- Some conditions of approval are referred to as “operational conditions.” These conditions must be continually complied with for the life of the business or project.

The conditions of approval for Special Use Permit Case Number WSUP21-0035 are attached to this staff report and will be included with the action order.

The subject properties are designated as the Tahoe Crystal Bay Tourist (TA_CBT) regulatory zone. The proposed grading triggers the major grading requirements and is permitted with a special use permit per Washoe County Code Section 110.438.35. Therefore, the applicant is seeking approval of this SUP from the Board of Adjustment.

Additionally, Article 810, Special Use Permits, allows the Board of Adjustment to vary development code standards in conjunction with the approval process per WCC 110.810.20(e). The Board of Adjustment will be ruling on the request(s) to vary standards below:

Variance(s) Requested	Relevant Code
Grading shall not result in slopes in excess of, or steeper than, three horizontal to one vertical (3:1)	110.438.45(a)
Within the required yard setbacks fills shall not differ from the natural or existing grade by more than forty-eight (48) inches	110.438.45(b)
Finish grading shall not vary from the natural slope by more than ten (10) feet in elevation. E	110.438.45(c)
Utilize a gradual transition or “rounding or contouring” of the manufactured slope at the intersection of a manufactured cut or fill slope and a natural slope. Engineered slopes shall not intersect natural slopes at an angle greater than forty-five (45) degrees	110.438.45(g)
Visually integrate all slope faces (cut or fill) into the natural terrain by a gradual transition or “contouring/rounding” of the manmade landforms into the natural terrain. To the extent practicable ensure that hillside grading results in undulating naturalistic appearance, consistent with the surrounding undisturbed terrain	110.438.45(h)
Cut and/or fill slopes adjacent to roadways shall be flatter than three horizontal to one vertical (3:1) for the distance of the required American Associates of State Highway Transportation Officials (AASHTO) clear zone.	110.438.45(i)



Site Plan

Staff Recommendation

As part of the special use permit process, the applicant can ask to vary standards to the development code, and staff in their review can support these requests and recommend approval to the Board of Adjustment. In this specific case, the applicant is asking to vary numerous standards of code as part of the SUP application process. Staff is recommending **approval** of Special Use Permit Case Number WSUP21-0035 and the associated varying standards.

Project Evaluation

The applicant is requesting a special use permit for major grading to prepare for the redevelopment of the property. The property is the location of the Tahoe Biltmore Hotel and Casino, which will be entirely demolished. The Resort at Tahoe and Residences, as approved by Tahoe Regional Planning Agency (TRPA), is formerly known as Boulder Bay. The property consists of 10 parcels, totaling 11.12 acres, however the applicant notes that the actual graded areas associated with the special use permit (SUP) application will not include the entirety of these parcels.

The major grading thresholds triggered are:

- **Section 110.438.35 (a)(1)** – Grading on slopes less than or flatter than 15%
 - **Area – (i)(C)** – Grading of an area of more than four (4) acres on a parcel of any size.
 - **Volume – (ii)(A)** - Excavation of five thousand (5,000) cubic yards or more whether the material is intended to be permanently located on the project site or temporarily stored on a site for relocation to another, final site.
- **Section 110.438.35 (a)(2)** – Grading on slopes of 15% or greater (steeper)
 - **Area – (i)(c)** - Grading of more than two (2) acres on any size parcel.
 - **Volume – (ii)(A)** - Excavation of one thousand (1,000) cubic yards or more whether the material is intended to be permanently located on the project site or temporarily stored on a site for relocation to another, final site.
- **Section 110.438.35 (a)(3)** - Any driveway or road that traverses any slope of thirty (30) percent or greater (steeper).
- **Section 110.438.35 (a)(4)** - Grading to construct a permanent earthen structure greater than four and one-half (4.5) feet in height within the required front yard setback, or greater than six (6) feet in height on the remainder of the property. The height of an earthen structure is measured from existing grade at the time of permit issuance.

The applicant is proposing the excavation of 197,500 cubic yards of material, and 42,000 cubic yards of fill material. The applicant is also proposing the exportation of 155,500 cubic yards of material. The application indicates that the property owner is in the process of identifying sites that can receive and accommodate the export material.

The applicant is also requesting significant retaining walls as part of the proposed grading application, the applicant states that there will be retaining walls that will range between 5 feet and 55 feet. The total disturbed area proposed is 422,000 square feet (9.7 acres). This disturbed area will be visible from State Route 28 to the south and east of the property. The site will also be visible from the existing adjacent roadways to the north and west. The applicant believes that the existing evergreen trees that surround the property will minimize visibility from areas that are further from the site. As part of the screening efforts, the applicant will be utilizing screened construction mitigation fencing to help provide additional screening efforts.

Construction activities will impact access to the homeowners north of the project site. The applicant states that adequate and advanced warnings as well as acceptable alternate routing will be provided. The proposal also indicates that the construction process will take up to two construction seasons to complete. This completion timeframe includes constructing the connector roads, relocating the necessary utilities, and grading the interior of the site. The Tahoe Basin construction season goes from May 1 to October 15th (roughly 5.5 months) and due to the shortened construction season in the Tahoe Basin, the applicant is requesting a 5-year approval time frame instead of the standard 2-year approval time.

Standards Requested to be Varied

As part of the Special Use Permit, the applicant is requesting to vary multiple development code standards. Article 810, Special Use Permits does allow for the Board of Adjustment to vary standards as part of the approval process per Washoe County Code Section 110.810.20(e).

Action. *The Planning Commission, Board of Adjustment or a hearing examiner may take action to approve, approve with conditions, modify, modify with conditions, or deny the special use permit request. The Planning Commission, Board of Adjustment or a hearing examiner may also vary standards of the Development Code as part of the approval of a special use permit application. Failure of the Planning Commission, Board of Adjustment or a hearing examiner to hold a public hearing or take action within the time frames provided in this article shall constitute approval of the application*

The applicant is requesting the following standards to be varied.

- **Section 110.438.45(a)** - Grading shall not result in slopes in excess of, or steeper than, three horizontal to one vertical (3:1) except as provided below:
 - Storm drainage improvements
 - Cut and fill slopes less than thirty (30) inches in height
 - Cut slopes proposed to be located behind civic, commercial and industrial buildings, when the cut slope is shorter than and substantially screened by the proposed building.
 - The County Engineer may waive this requirement for up to fifteen (15) percent of the length of the cut and/or fill where the presence of rock or, in his determination, other practical hardships exists.

Staff Comment: Staff supports varying the standard as requested. While the site is already disturbed and developed, it is understood that going to 3:1 slopes due to the topographical nature of this area would cause additional disturbance and retaining walls to ensure construction could take place.

- **Section 110.438.45(b)** - Within the required yard setbacks fills shall not differ from the natural or existing grade by more than forty-eight (48) inches.

Staff Comment: Staff supports varying the standard as requested. The request will allow the development to more efficiently provide subterranean parking.

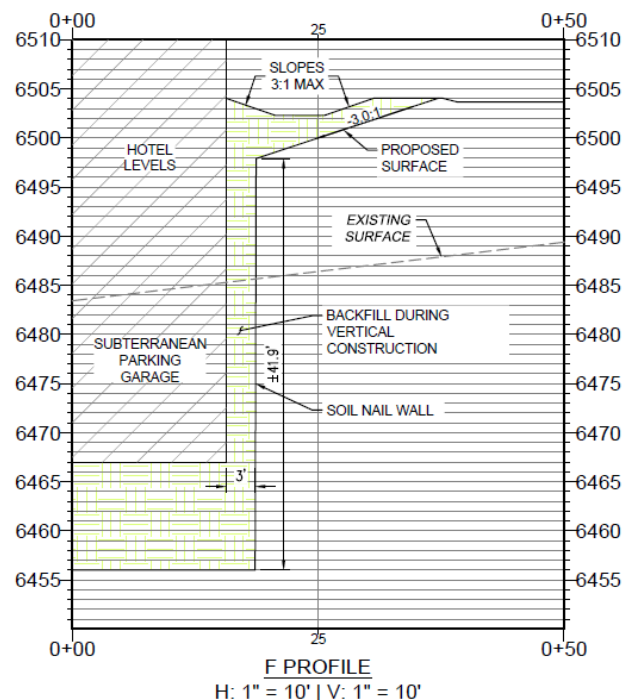
- **Section 110.438.45(c)** - Finish grading shall not vary from the natural slope by more than ten (10) feet in elevation. Exposed finish grade slopes greater than ten

(10) feet in height may be allowed upon the approval of a director's modification of standards by the Director of Community Development upon recommendation by the County Engineer.

Staff Comments: Staff supports varying the standard as requested. The Cut and Fill Map provided by the applicant depicts where the cuts and fills that differ from existing elevation would be greater than 10 feet. Much of the proposed fill that is greater than 10 feet in elevation from existing grade is to accommodate the Wassou-Lake View Connector, and to account for subterranean parking on the south west portion of the property. The cuts proposed to be greater than 10 feet in elevation from existing grade is centered around areas that will primarily be covered in buildings or subterranean parking.

- **Section 110.438.45(f)** - Within the side and rear yard setback areas of any parcel zoned for commercial or industrial use, retaining walls are limited to a maximum height of eight (8) feet.

Staff Comments: Staff supports varying the standard as requested. The applicant provided supplemental information related to the locations and heights of the retaining walls. The applicant is requesting up to 55 feet to account for any additional height that may be necessary during the construction process. Many of the retaining walls proposed will be backfilled and abutting structures or subterranean parking. Below is an exhibit which shows a 42-foot retaining wall that is ultimately backfilled and up against a future structure.



- **Section 110.438.45(i)** - Cut and/or fill slopes adjacent to roadways shall be flatter than three horizontal to one vertical (3:1) for the distance of the required American Associates of State Highway Transportation Officials (AASHTO) clear zone.

Staff Comments: Staff supports varying the standard as requested. There are various safety approach standards that meet AASHTO standards.

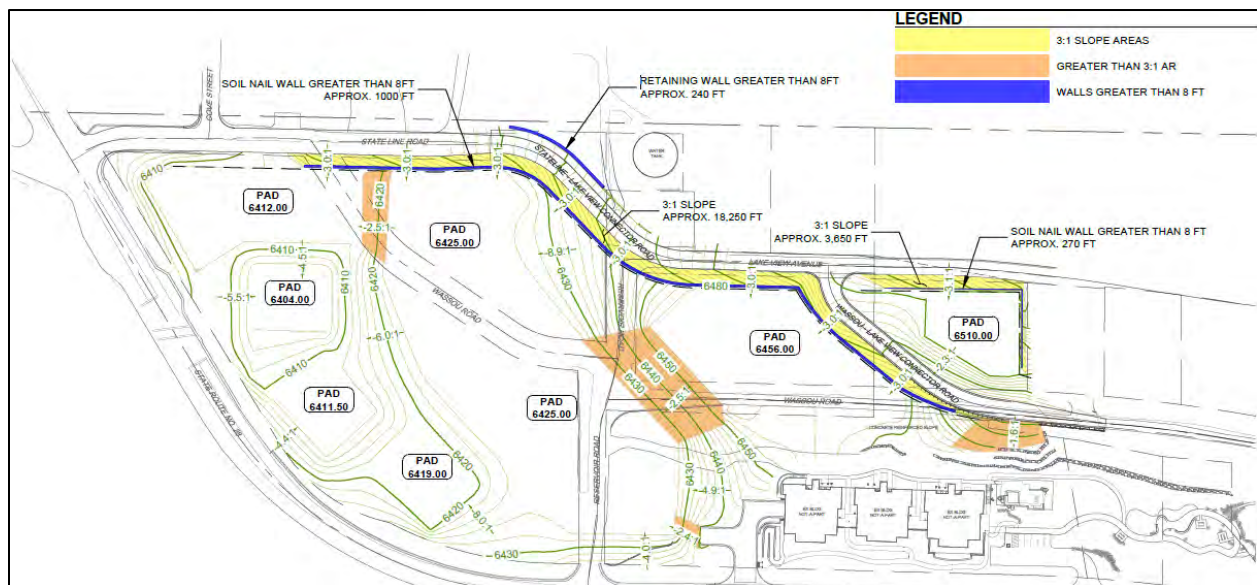


Exhibit of Varied Standards

Phasing

In general, the phasing plan shows the existing southern connections of Wassou Road and Lakeview Drive remaining open with connectivity to Reservoir Road until the new connector roads, rerouting travel around the overall construction site have been made and are open and usable. The applicant states that at that point utility relocations and connections will have been appropriately rerouted and reconnected to clear the interior project site for full grading work. Once this is completed, the applicant intends to remove Reservoir Road. The applicant provided graphics associated with the intended phasing.



February – May 2022

Between February and May 2022, the applicant is intending to conduct asbestos testing and abatement, construct all fencing and BMP's, selected building demo and site cleanup.



May – June 2022

Between May and June 2022, the applicant is proposing in this phase to complete demolition of building footings, to abandon and cap underground utilities to their source, and to begin excavation and development of road connectors; specifically, Stateline to Reservoir, Wassou to Lakeview and Wassou to Lakeshore.



June – July 2022

Between June and July 2022, this phase of the project the applicant is proposing to begin the soil-nailing along the road connectors, and to begin new underground utilities for NV Energy, and Southwest Gas, along the connector roads.



July – August 2022

Between July and August 2022, during this phase of the project the applicant is proposing to complete the underground utility tie-ins and to open the connector roads to public access. As part of this phase the applicant is proposing to abandon portions of Wassou and Reservoir Road as shown in purple.

Waiver Request for Temporary Irrigation to Revegetated Areas

The applicant is requesting a waiver for temporary irrigation to revegetated areas. The justification that has been provided is that the property will be under construction throughout the summer growing months, and when the season ends in mid-October the issue of freezing pipes becomes a growing concern. The applicant will still be required to meet TRPA standards related to this request. Staff supports this waiver request.

Hillside Development

Article 424, Hillside Development is triggered as part of this special use permit request due to the property containing slopes in excess of fifteen (15) percent or greater on 20 percent or more of the site, as stated in Section 110.424.05(a)(1). Hillside Development is intended to regulate hillside development in a manner different from regulations that impact flat terrain. Article 424 outlines 8 primary roles that are intended to protect public health, safety, and welfare.

1. Minimizing use of slopes subject to instability, erosion, landslide, flood hazards or drainage problems.

Staff Comment: The applicant states that the earth retaining systems will provide slope and roadway stability, while utilizing erosion control methods which are acceptable to both TRPA and Washoe County during the construction phases. The applicant notes that existing off-site drainage facilities will be protected and maintained both during and after construction and will follow TRPA and Washoe County regulations. Lastly, the applicant notes that on-site drainage during and after construction shall meet and/or exceed drainage regulations as required and approved by TRPA and Washoe County.

2. Minimizing the careless alteration of and disruption to the natural topography and landscape

Staff Comment: The applicant indicates that significant grading is necessary for the construction of the TRPA approved project, the connectors roads and Wellness Way. That grading of the interior of the site is required to create the subterranean parking structures that will help meet the Tahoe Area Plans objectives of concealing automobile parking areas for this project. The applicant states that the buildings, when constructed, will be placed in a hillside adaptive manner.

3. Providing safe and adequate vehicular and pedestrian access to and within hillside areas, including emergency access.

Staff Comment: The applicant states that part of the vision and original approval from TRPA was the requirement that pedestrian access be enhanced throughout the site. The applicant states that pedestrian walkways will be provided in areas where no sidewalks or other pedestrian improvements exist in association with the roadway network. The applicant also notes that the previously approved variance and abandonment which outlines the alignment of the new connector roads will provide for safer vehicular access than what currently exists.

4. Establishing stormwater runoff and erosion control techniques to minimize adverse water quality impacts resulting from non-point runoff.

Staff Comment: The applicant states that all proposed stormwater runoff collection facilities will be submitted for review and approval by both TRPA and Washoe County, prior to construction of any storm drain and water quality facilities. The applicant will be required to meet the necessary BMP requirements within the Tahoe Basin as required by TRPA.

5. Encouraging innovative grading techniques and building design which respond to the hillside terrain and natural contours of the land.

Staff Comment: The applicant states that the earth retaining system will allow for a smaller disturbance footprint than would be typical with most wall systems, and that the earth retaining system can be covered with soil at a gentler grade than what a stand-alone wall system can provide. The earth retaining system is anticipated to be concealed by the future buildings and covered with soil and landscaped to appear as a natural slope area. The other options indicated within the application state that certain segments of the wall will also be proposed to appear as stacked stone or other aesthetic appearances.

6. Minimizing impacts on existing trees and vegetation which reduce erosion, stabilize steep hillsides, enhance visual quality, protect water quality and preserve critical watershed recharge areas.

Staff Comment: The application indicates that existing vegetation found within the interior of the site will be significantly impacted, as will vegetation and trees found in the path of the proposed connector roadways. Tree loss is anticipated as part of the proposed major grading project.

7. Encouraging the transfer of density to avoid hazardous areas and to protect environmentally sensitive and open space areas.

Staff Comment: The applicant states within the proposed major grading SUP that density transfers were previously approved through initial planning and design of the project. The existing site has had a hotel/casino project since 1946, and that as the development grew and added additional buildings the site has utilized a terraced grading process to accommodate the additional development. The applicant states that due to the existing project having been here for 75 years, the redevelopment of this site is not anticipated to have a detrimental impact on environmentally sensitive and open space areas.

8. Minimizing impacts on prominent ridgelines, significant viewsheds, canyons and visually prominent rock outcroppings which reflect the visual value and scenic character of hillside areas.

Staff Comment: No ridgelines exist on the project site.

Regional Communications

Washoe County Regional Communication System (WCRCS) operates a Radio Communication Site out of the structure on the 101 Lake View property APN: 123-053-04. The application indicates that APN: 123-053-04 is part of the Special Use Permit request for major grading,

however the radio antenna and equipment will not be affected, and access will still be provided. WCRCS Microwave and LMR Radio Antennas are attached to the water tank owned by IVGID, and WCRCS radio equipment, batteries, routers, and switches are located in a room located on APN: 123-053-04. There are no plans to disturb the site through the end of the year, and potentially beyond

There is an existing contract that was provided to Planning staff by Regional Communications (Exhibit C). WCRCS acknowledges the need for road improvements, and states that the improvements appear to benefit the community in numerous ways.

Washoe County and Washoe County Regional Communications Services are currently working to resolve this issue by finding a possible site to relocate to prior to demolition of buildings, however the radio antenna and equipment will not be decommissioned during grading and will not impact service. Access will still be provided to the site, and a condition of approval has been placed on the proposed special use permit that the equipment utilized by WCRCS shall not be removed, altered, or have service impacted as part of the proposed special use permit.

Area Plan Evaluation

The subject parcel is located within the Tahoe Area Plan. Within the Tahoe Area Plan, the Crystal Bay Tourist Regulatory Zone is centered around tourist activities. The area contains five casinos with accessory accommodation and commercial services. The vision for this area is one of continued implementation of a tourist-oriented core. Redevelopment in this regulatory zone will likely result in increasing the diversity of uses, but ultimately the existing uses are anticipated to be rehabilitated. The Tahoe Biltmore redevelopment aligns with this rehabilitation process.

The following are the pertinent policies from the Tahoe Area Plan:

Policy LU2-1 – Focus Development Towards Town Centers - Direct development away from stream environment zones (SEZs) and other sensitive lands and towards town centers. Manage town center overlay districts to provide the community with focal points for commercial and civic activities and to facilitate redevelopment.

Staff Comment: The proposed grading special use permit is not a development application; it is creating the base to allow for the redevelopment of the Tahoe Biltmore Casino which is located within a designated town center.

Reviewing Agencies

The following agencies/individuals received a copy of the project application for review and evaluation.

Agency	Sent to Review	Responded	Provided Conditions	Contact
Nevada Dept of Env Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NDF- Endangered Species	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nevada Dept of Transportation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Alex Wolfson; awolfson@dot.nv.gov
Nevada Div. of Wildlife	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Washoe County Building & Safety	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Dan Holly dholly@washoecounty.gov
Washoe County Parks & Open Spaces	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Washoe County Water Rights	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Washoe County Engineering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Walt West wwest@washoecounty.gov
Washoe County Sherriff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
WCHD – Air Quality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Genine Rosa groso@washoecounty.gov
WCHD – Environment Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Wesley Rubio wrubio@washoecounty.gov
WCHD- EMS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
North Lake Tahoe Fire Protection District	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Jennifer Donohue jdonohue@nltfpd.net
RTC Washoe	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Washoe Storey Conservation District	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Jim Shaffer Shafferjam51@gmail.com
AT&T	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NV Energy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Charter Communications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Inline Village GID	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nevada State Lands	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nevada Tahoe Conservation District	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tahoe Regional Planning Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tahoe Transportation District	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Washoe County Regional Communications	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Melissa Lawney mlawney@washoecounty.gov
US Forest Service - LTBMU	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

All conditions required by the contacted agencies can be found in Exhibit A, Conditions of Approval.

Staff Comment on Required Findings

WCC Section 110.810.30, Article 810, *Special Use Permits*, requires that all of the following findings be made to the satisfaction of the Washoe County Board of Adjustment granting approval of the request. Staff has completed an analysis of the special use permit application and has determined that the proposal is in compliance with the required findings as follows.

1. **Consistency.** That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Tahoe Area Plan.

Staff Comment: The proposed use of major grading is consistent with the action programs, policies, standards, and maps of the Master Plan with the conditions recommended in Exhibit A.

2. **Improvements.** That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an

adequate public facilities determination has been made in accordance with Division Seven.

Staff Comment: The proposed major grading is to allow for new roadway connections and improvements, as well as to route and provide new underground utility connections.

3. Site Suitability. That the site is physically suitable for major grading, and for the intensity of such a development.

Staff Comment: The proposed site is physically suitable for new roadway connections and utility connections.

4. Issuance Not Detrimental. That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area.

Staff Comment: The proposed grading is required to ensure that the new connectors will be safe, and to allow for underground utility placement. With the conditions of approval provided by the reviewing agencies, the proposed grading special use permit is not anticipated to be detrimental to the public health, safety or welfare of the public or the residents of crystal bay. The applicant will be phasing the project to keep existing access open for the residents of the Crystal Bay area.

5. Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

Staff Comment: There are no military installations within the notice area.

Recommendation

After a thorough analysis and review, Special Use Permit Case Number WSUP21-0035 is being recommended for approval with conditions. Staff offers the following motion for the Board's consideration.

Motion

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Board of Adjustment approve with conditions Special Use Permit Case Number WSUP21-0035 for EKN Development Group having made all five findings in accordance with Washoe County Code Section 110.810.30:

1. Consistency. That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Tahoe Area Plan;
2. Improvements. That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven;
3. Site Suitability. That the site is physically suitable for major grading, and for the intensity of such a development;
4. Issuance Not Detrimental. That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area;

5. Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

Appeal Process

Board of Adjustment action will be effective 10 calendar days after the written decision is filed with the Secretary to the Board of Adjustment and mailed to the applicant, unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days from the date the written decision is filed with the Secretary to the Board of Adjustment and mailed to the applicant.

Applicant: EKN Development Group
Email: Tom@ekndevgroup.com

Tahoe Agencies: Tahoe Regional Planning Agency
Post Office Box 5310
Stateline, NV 89449 - 5310

North Lake Tahoe Fire Protection District
866 Oriole Way
Incline Village, NV 89451-9439

Incline Village/Crystal Bay Citizen Advisory Board;

Incline Village General Improvement District
893 Southwood Boulevard
Incline Village, NV 89451

Nevada Division of Forestry
885 Eastlake Boulevard
Carson City, NV 89701

Nevada State Lands
Rex Harold, 901 South Stewart Street, Suite 5003
Carson City, NV 89701-5246

USFS, Brian Garrett, Urban Lands Manager
35 College Drive
South Lake Tahoe, CA 96150



Conditions of Approval

Special Use Permit Case Number WSUP21-0035

The project approved under Special Use Permit Case Number WSUP21-0035 shall be carried out in accordance with the conditions of approval granted by the Board of Adjustment on February 3, 2022. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act.

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

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

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

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

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

- Prior to permit issuance (i.e., grading permits, building permits, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some "conditions of approval" are referred to as "operational conditions." These conditions must be continually complied with for the life of the project or business.

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

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.**

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

Washoe County Planning and Building Division

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

Contact Name – Chris Bronczyk; 775.328.3612; cbronczyk@washoecounty.gov

- a. **The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this special use permit.**
- b. The applicant shall demonstrate substantial conformance to the plans approved as part of this special use permit. The Planning and Building Division shall determine compliance with this condition.
- c. The applicant shall submit construction plans, with all information necessary for comprehensive review by Washoe County, and initial building permits shall be issued within five years from the date of approval by Washoe County. The applicant shall complete construction within the time specified by the building permits. Compliance with this condition shall be determined by the Planning and Building Division.
- d. A note shall be placed on all construction drawings and grading plans stating:

NOTE

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

- e. The radio equipment utilized by Washoe County Regional Communications Services (WCRCS) shall not be removed, altered, or have service impacted as part of the activities associated with this special use permit.
- f. Construction hours shall be limited to 7:00 AM to 7:00 PM, Monday through Saturday. No construction activity shall take place on Sundays.
- g. The applicant must provide Washoe County Planning with approximate locations of sites that will accommodate and receive all export material.
- h. The following **Operational Conditions** shall be required for the life of the business:
 - i. This special use permit shall remain in effect until or unless it is revoked or is inactive for one year.
 - ii. Failure to comply with any of the conditions of approval shall render this approval out of conformance and subject to revocation.
 - iii. The applicant and any successors shall direct any potential purchaser/operator of the site and/or the administrative permit to meet with Planning and Building to review conditions of approval prior to the final sale of the site and/or the administrative permit. Any subsequent purchaser/operator of the site and/or the administrative permit shall notify Planning and Building of the name, address, telephone number, and contact person of the new purchaser/operator within 30 days of the final sale.
 - iv. This special use permit shall remain in effect as long as the business is in operation and maintains a valid business license.

Washoe County Engineering and Capital Projects

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

Contact Name – Walt West; 775.328.2310; wwest@washoecounty.gov

- a. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted when applying for a building/grading permit. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading, site drainage, erosion control (including BMP locations and installation details), slope stabilization, and mosquito abatement. Placement or removal of any excavated materials shall be indicated on the grading plan.
- b. For construction areas larger than 1 acre, the developer shall obtain from the Nevada Division of Environmental Protection a Stormwater Discharge Permit or Waiver for construction and submit a copy to the Engineering Division prior to issuance of a grading permit.
- c. The developer shall complete and submit the Construction Permit Submittal Checklist and pay the Construction Stormwater Inspection Fee prior to obtaining a grading permit. The County Engineer shall determine compliance with this condition.
- d. Applicant shall indicate on the plans where exported materials will be taken and a grading permit shall be obtained for the import site.
- e. Exported materials shall not be sold without the proper business license.
- f. A grading bond of \$2,000/acre of disturbed area shall be provided to the Engineering Division prior to any grading.
- g. Cross-sections indicating cuts and fills shall be submitted when applying for a grading permit. Estimated total volumes of all cut and all fills shall be indicated.
- h. All disturbed areas left undeveloped for more than 30 days shall be treated with a dust palliative. Disturbed areas left undeveloped for more than 45 days shall be revegetated. Methods and seed mix must be approved by the County Engineer.
- i. Conditions of approval for abandonment case WAB21-0002 and variance case WPVAR21-0001 shall be satisfied prior to grading permit approval with the following allowance(s):
 1. The application identifies a phased abandonment of Wassou Road (portion between Stateline Road and Reservoir Road). A phased abandonment of Wassou will be permitted prior to meeting all stipulated conditions of approval providing that preliminary construction drawings (30%) shall be prepared for the replacement roadways (Wassou to Lakeview and Lakeview to Stateline) in addition to the following:
 - i. Legal descriptions with exhibits maps of the new road right-of-way shall be prepared and approved by Washoe County Engineering.
 - ii. Irrevocable Offers of Dedication of the new road right-of-way shall be recorded.
 - iii. A financial assurance shall be provided to Washoe County CSD in an amount estimated for full engineering design, construction, testing and inspection, as approved by the County Engineer.

2. The recordation of the Order of Abandonment for the remaining roadway segments shall only be upon full compliance of said abandonment and variance case Conditions of Approval.
- j. Retaining walls and soil nail walls discussion and conditions.

1. As part of the Grading SUP, sheet SUP02, the applicant has identified the desire to incorporate a "permanent soil nail wall" along the majority of the areas of State Line Road and the Wassou/Lake View Connector Road. Two provided cross sections indicate "soil nail walls" up to 34-feet in height with a batter of approximately 0.75:1 (H:V). A geotechnical investigation report, titled "Geotechnical Investigation Boulder Bay Buildings B, C, D, and Parking Structure, dated July 13, 2018" was submitted as part of the Grading SUP application. This report identified the need to provide specific engineering recommendations and details for the selection and design of earth retaining structures systems and walls.

Upon review of the Grading SUP including the variance requests, Washoe County Engineering supports the variance request for engineered earth retaining systems (retaining walls) in excess of the Code requirements for height and batter within the Washoe County rights-of-way and roadway prism with the following conditions and clarifications:

2. The general use of "permanent soil nail wall(s)" is not provided or approved under this Grading SUP. To accomplish the successful design and construction of earth retaining systems for this project, a feasibility study prepared and submitted by a Nevada registered engineer with experience in this field, is required to evaluate the suitability of both temporary and permanent soil nail/retaining wall systems considering the heights, batter and locations as identified in the submittal. The study shall include recommended wall systems based on the existing site conditions and include constructability, constraints, long-term durability, wall options, surface finishes, drainage and required easements. All engineering recommendations must address the specific site conditions in those areas where various earth retaining structures are necessary and must address future safety, operations, and maintenance requirements. Ultimately the County Engineer will approve the final designs for all temporary and permanent mechanically stabilized earth systems and retaining walls.

3. While no variance request was made or identified for the temporary slope conditions along Reservoir Road, Wassou Road and Lakeview Avenue as part of the phasing plan presented, all temporary cut and fill slopes associated with those existing roadways or other areas impacted through phasing activities will require geotechnical engineering recommendations to support safe roadway slopes for traffic and pedestrian movements, snow storage and global stability. Construction and grading permits will meet all minimum Washoe County standards unless a specific variance is requested following the approved variance process. This condition shall be identified on all building and grading permits and shall be approved by the County Engineer.

DRAINAGE (COUNTY CODE 110.416, 110.420, and 110.421)

Contact Information: Walter West, P.E. (775) 328-2310

- a. A detailed hydrology/hydraulic report prepared by a registered engineer shall be submitted to the Engineering Division for review and approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 5- and 100-year storm flows

impacting both the site and offsite areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing offsite drainage facilities and properties.

- b. Any increase in storm water runoff resulting from the development and based upon the 100-year storm shall be detained on site to the satisfaction of the County Engineer.
- c. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the County Engineer.
- d. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site to the satisfaction of the County Engineer.
- e. The following note shall be added to the construction drawings; "All properties, regardless if they are located within or outside of a FEMA designated flood zone, may be subject to flooding. The property owner is required to maintain all drainage easements and natural drainages and not perform or allow unpermitted and unapproved modifications to the property that may have detrimental impacts to surrounding properties."

TRAFFIC AND ROADWAY (COUNTY CODE 110.436)

Contact Information: Mitchell Fink, P.E. (775) 328-2050

- a. A detailed, updated traffic report shall be prepared by a Nevada registered traffic engineer and shall comply with both Washoe County and NDOT requirements. The County Engineer shall be responsible for determining compliance with this condition and the traffic improvements that are required.
- b. During grading construction, if AASHTO clear zones cannot be maintained for all streets (existing and connector streets) adjacent to retaining walls or slopes steeper than 3:1 and a recoverable or traversable clear zone cannot be provided, an analysis to determine appropriate safety elements and infrastructure shall be submitted for review and possible approval.
- c. An Encroachment and Excavation Permit shall be obtained from Washoe County Engineering and Capital Projects Division for any utilities or other encroachments/excavations constructed within existing County roadways/rights-of-ways. The Permit shall include a construction schedule and a submitted traffic control plan for review and approval.
- d. An approved occupancy permit shall be obtained from the Nevada Department of Transportation (NDOT), for access to, from, or under roads and highways maintained by NDOT and a copy of said permit sent to the Engineering Division.
- e. Construction activities that impact public access will require the Applicant to provide adequate, advanced warnings and acceptable alternative routing to the affected residents.
- f. No construction parking will be allowed on Washoe County roadways adjacent to the project.
- g. Wassou Road and Lakeview Avenue shall remain open during construction with Reservoir Road, per the submitted Phasing Plan, until the new connector roads are designed, constructed, inspected, and offered for dedication to Washoe County.
- h. Snow storage areas along the roadways shall be maintained during construction activities.
- i. No storage of construction materials or stockpiles will be allowed on County roadways.

- j. Prior to ground-disturbing activity, a proposed Construction Traffic Haul Route Plan, including locations to receive the export materials, shall be submitted to the Engineering Division for review and approval. Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load capacity. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavement.
- k. A safe walkway route, including any required crossings, shall be provided for all pedestrians and bicyclists for the existing routes affected by construction. A pedestrian walkway plan shall be approved by the County Engineer prior to the finalization of construction improvement drawings.

UTILITIES (County Code 422 & Sewer Ordinance)

- a. Washoe County has no sanitary sewer or water utilities and therefore defers to the appropriate agencies for review, conditioning, and approvals.

Washoe County Building

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

Contact Name – Dan Holly; 775.328.2027; dholly@washoecounty.gov

- a. Prior to the issuance of a grading permit a Public Safety Plan will be required

Washoe County Air Quality Management

- 4. The following conditions are requirements of Washoe County Air Quality Management, which shall be responsible for determining compliance with these conditions.

Contact Name – Genine Rosa, 775.784.7204; grosa@washoecounty.gov

- a. Dust Control Permit will be required prior to breaking ground, failure to do so may result in enforcement action resulting in a Notice of Violation with associated fines. For Dust Control Permit questions call AQMD at 775-784-7200 or visit www.OurCleanAir.com.

Incline Village General Improvement District (IVGID)

- 5. The following conditions are requirements of the Incline Village General Improvement District. IVGID shall be responsible for determining compliance with these conditions.

Contact Name – Darel Barlow; 775.832.1399; dcb@ivgid.org

- a. IVGID requests that utilities be identified on grading plan. Portions of water main will be exposed during grading having a significant impact to water delivery in that area. All existing water mains, sewer mains and drain lines within the scope of grading must be maintained in its current state and location, all piping and appurtenances must kept in an operational condition with a minimum of 4' (feet) of coverage.

North Lake Tahoe Fire Protection District (NLTFPD)

- 6. The following conditions are requirements of the North Lake Tahoe Fire Protection District. North Lake Tahoe Fire Protection District shall be responsible for determining compliance with these conditions.

Contact - Jennifer Donohue; 775.831.0351 x8127; jdonohue@nltpd.net

- a. Emergency vehicle access shall be provided in accordance with Chapter 5 of the adopted 2018 International Fire Code. Access shall be provided and maintained at all times. Proposed connector roads shall be installed in accordance with the previously approved variance (WPVAR21-0001)/abandonment (WAB21-0002) cases and within timelines as described. See responses from CFA dated 12/13/2021, page 3 of 4.
- b. Existing fire hydrants shall remain in operable condition and in-service throughout the duration of the project unless replaced or relocated per an approved “water project” (NAC 445A) and Washoe County utilities permits. All new fire hydrants shall also be included for review on the “water project,” utility permits, and in accordance with Appendix C of the adopted 2018 International Fire Code.
- c. An approved water supply capable of supplying the required fire flow for fire protection shall be provided and maintained in accordance with the Chapter 5 and Appendices B and C of the 2018 International Fire Code with amendments as adopted by the North Lake Tahoe Fire Protection District.
- d. NLTFPD is in support of WCRCS’ request for additional time to relocate and decommission the radio communication site located at 101 Lake View Ave., APN: 123-053-04. The radio communication site is considered critical infrastructure and incredibly vital for all first responders in the Lake Tahoe Basin. As it has been explained to NLTFPD, the premature decommissioning of this site “severely limits the simulcast cell within the Tahoe Basin.” Degradation of communications will affect all users including area fire fighters, law enforcement personnel, animal services, and both Washoe County Roads personnel and NDOT staff that utilize the system. This radio traffic is imperative at all times and especially during the winter months of inclement weather and summer/fall months of fire season. Should the site be decommissioned prematurely, it is expected that the basin will experience “degradation of services, and possible radio queuing.”

Washoe County Health District, Environmental Health Services

7. The following conditions are requirements of the Washoe County Health District, Environmental Health Services, which shall be responsible for determining compliance with these conditions.

Contact Name – Wesley Rubio, 775.328.2635, wrubio@washoecounty.gov

- a. All utilities that will remain onsite and are serving other structures must be identified on the Demolition plans for review and approval.
 - i. For example, all existing water, hydrants, sewer, and other infrastructure that must remain or serve other buildings that will remain.
 - ii. All utilities that remain on the site must be identified and noted how they will be protected in place during construction activities.
- b. Additionally, WCHD has been informed municipal water and sewer lines for North Tahoe PUD exist in the Stateline Roadway that is to be re-constructed. Note that all existing municipal services that serve other infrastructure must be protected in place. Additionally, documentation may be required from that municipality demonstrating

acknowledging the proposed construction and stating concurrence with methods of protecting in place.

- c. Prior to any eventual approval of a site improvement plan or utilities, an Approved Water Project in accordance with NAC 445A must be submitted to the Health District for review and approval. This plan must be submitted through IVGID and must match the plans submitted for permit through Washoe County

Nevada Department of Transportation

- 8. The following conditions are requirements of the Nevada Department of Transportation. NDOT shall be responsible for determining compliance with these conditions.

Contact - Alex Wolfson; 775.834.8365; awolfson@dot.nv.gov

- a. The proposed project is directly adjacent to State Route 28 (SR-28). SR-28 is an NDOT owned road that is functionally classified as an urban minor arterial.
- b. NDOT is currently in the process of repaving SR-28. The applicant should obtain a NDOT temporary occupancy permit for construction and traffic control impacts within the SR-28 right of way and to allow for coordination with the SR-28 repaving project.
- c. While not specific to this request, future improvements proposed by the project within the SR-28 right of way will require a NDOT occupancy permit.
- d. The State defers to municipal government for land use development decisions. Public involvement for community development related improvements within or adjacent to NDOT right of way should be considered during the municipal land use development process. Significant improvements proposed within NDOT right of way may require additional public involvement. It is the responsibility of the applicant to perform such additional public involvement.
- e. This letter does not provide for approval or disapproval of any improvements proposed by the project. NDOT review during the occupancy permit process may result in modification to the proposed improvements or denial.

***** End of Conditions *****



NORTH LAKE TAHOE FIRE PROTECTION DISTRICT

866 Oriole Way – Incline Village, NV 89451-9439
(775) 831-0351 Fax (775) 831-2072 www.nltfpd.net
Ryan Sommers – Fire Chief

December 23, 2021

Mr. Christopher Bronczyk, Planner
Washoe County Planning and Development Division
1001 E. Ninth St., Bldg. A
Reno, NV 89512

RE: The Resorts at Tahoe and Residences, WSUP21-0035

Dear Mr. Bronczyk,

The North Lake Tahoe Fire Protection District has reviewed WSUP21-0035 and finds the following:

1. Emergency vehicle access shall be provided in accordance with Chapter 5 of the adopted 2018 International Fire Code. Access shall be provided and maintained at all times. Proposed connector roads shall be installed in accordance with the previously approved variance (WPVAR21-0001)/abandonment (WAB21-0002) cases and within timelines as described. See responses from CFA dated 12/13/2021, page 3 of 4.
2. Existing fire hydrants shall remain in operable condition and in-service throughout the duration of the project unless replaced or relocated per an approved "water project" (NAC 445A) and Washoe County utilities permits. All new fire hydrants shall also be included for review on the "water project," utility permits, and in accordance with Appendix C of the adopted 2018 International Fire Code.
3. An approved water supply capable of supplying the required fire flow for fire protection shall be provided and maintained in accordance with the Chapter 5 and Appendices B and C of the 2018 International Fire Code with amendments as adopted by the North Lake Tahoe Fire Protection District.
4. NLTFPD is in support of WCRCS' request for additional time to relocate and decommission the radio communication site located at 101 Lake View Ave., APN: 123-053-04. The radio communication site is considered critical infrastructure and incredibly vital for all first responders in the Lake Tahoe Basin. As it has been

explained to NLTFPD, the premature decommissioning of this site “severely limits the simulcast cell within the Tahoe Basin.” Degradation of communications will affect all users including area fire fighters, law enforcement personnel, animal services, and both Washoe County Roads personnel and NDOT staff that utilize the system. This radio traffic is imperative at all times and especially during the winter months of inclement weather and summer/fall months of fire season. Should the site be decommissioned prematurely, it is expected that the basin will experience “degradation of services, and possible radio queuing.”

If you have questions or need clarification, I may be reached at: 775-831-0351 x8127.

Regards,

A handwritten signature in black ink, appearing to read "Jennifer Donohue". The signature is fluid and cursive, with the first name "Jennifer" written in a smaller, more compact script and the last name "Donohue" in a larger, more prominent script.

Jennifer Donohue, Fire Marshal
North Lake Tahoe Fire Protection District
775 434-4555 jdohue@nltfpd.net



WASHOE COUNTY

COMMUNITY SERVICES DEPARTMENT

Engineering and Capital Projects

1001 EAST 9TH STREET
RENO, NEVADA 89512
PHONE (775) 328-3600
FAX (775) 328.3699

Date: December 30, 2021

To: Chris Bronczyk, Planner

From: Walter H. West, P.E., Licensed Engineer

Re: Special Use Permit for ***Resort at Tahoe and Residences Grading WSUP21-00035***
APN 123-071-04; 123-054-01; 123-053-04; 123-053-02; 123-052-04; 123-052-02; 123-052-03;
123-071-35; 123-071-36; 123-291-01

GENERAL PROJECT DISCUSSION

Washoe County Engineering staff has reviewed the above referenced application. The Special Use Permit is for mass grading of the site in preparation for the construction of the Resort at Tahoe and Residences and is located on approximately 11.12 acres near the intersection of Reservoir Road and State Route 28 in Crystal Bay, Nevada. The Engineering and Capital Projects Division recommends approval with the following comments and conditions of approval which supplement applicable County Code and are based upon our review of the site and the application prepared by CFA, Inc. The County Engineer shall determine compliance with the following conditions of approval.

For questions related to sections below, please see the contact name provided.

GENERAL CONDITIONS

Contact Information: Walter West, P.E. (775) 328-2310

1. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted when applying for a building/grading permit. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading, site drainage, erosion control (including BMP locations and installation details), slope stabilization, and mosquito abatement. Placement or removal of any excavated materials shall be indicated on the grading plan.
2. For construction areas larger than 1 acre, the developer shall obtain from the Nevada Division of Environmental Protection a Stormwater Discharge Permit or Waiver for construction and submit a copy to the Engineering Division prior to issuance of a grading permit.
3. The developer shall complete and submit the Construction Permit Submittal Checklist and pay the Construction Stormwater Inspection Fee prior to obtaining a grading permit. The County Engineer shall determine compliance with this condition.
4. Applicant shall indicate on the plans where exported materials will be taken and a grading permit shall be obtained for the import site.



INTEGRITY



EFFECTIVE
COMMUNICATION



QUALITY
PUBLIC SERVICE

WSUP21-0035
EXHIBIT B

Subject: ***The Resort at Tahoe and Residences Grading WSUP21-0035***
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5. Exported materials shall not be sold without the proper business license.
6. A grading bond of \$2,000/acre of disturbed area shall be provided to the Engineering Division prior to any grading.
7. Cross-sections indicating cuts and fills shall be submitted when applying for a grading permit. Estimated total volumes of all cut and all fills shall be indicated.
8. All disturbed areas left undeveloped for more than 30 days shall be treated with a dust palliative. Disturbed areas left undeveloped for more than 45 days shall be revegetated. Methods and seed mix must be approved by the County Engineer.
9. Conditions of approval for abandonment case WAB21-0002 and variance case WPVAR21-0001 shall be satisfied prior to grading permit approval with the following allowance(s):
 - a. The application identifies a phased abandonment of Wassou Road (portion between Stateline Road and Reservoir Road). A phased abandonment of Wassou will be permitted prior to meeting all stipulated conditions of approval providing that preliminary construction drawings (30%) shall be prepared for the replacement roadways (Wassou to Lakeview and Lakeview to Stateline) in addition to the following:
 - i. Legal descriptions with exhibits maps of the new road right-of-way shall be prepared and approved by Washoe County Engineering.
 - ii. Irrevocable Offers of Dedication of the new road right-of-way shall be recorded.
 - iii. A financial assurance shall be provided to Washoe County CSD in an amount estimated for full engineering design, construction, testing and inspection, as approved by the County Engineer.
 - b. The recordation of the Order of Abandonment for the remaining roadway segments shall only be upon full compliance of said abandonment and variance case Conditions of Approval.
10. Retaining walls and soil nail walls discussion and conditions.
 - a. As part of the Grading SUP, sheet SUP02, the applicant has identified the desire to incorporate a "permanent soil nail wall" along the majority of the areas of State Line Road and the Wassou/Lake View Connector Road. Two provided cross sections indicate "soil nail walls" up to 34-feet in height with a batter of approximately 0.75:1 (H:V). A geotechnical investigation report, titled "Geotechnical Investigation Boulder Bay Buildings B, C, D, and Parking Structure, dated July 13, 2018" was submitted as part of the Grading SUP application. This report identified the need to provide specific engineering recommendations and details for the selection and design of earth retaining structures systems and walls.

Upon review of the Grading SUP including the variance requests, Washoe County Engineering supports the variance request for engineered earth retaining systems

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Date: December 30, 2021
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(retaining walls) in excess of the Code requirements for height and batter within the Washoe County rights-of-way and roadway prism with the following conditions and clarifications:

A. The general use of “permanent soil nail wall(s)” it not provided or approved under this Grading SUP. To accomplish the successful design and construction of earth retaining systems for this project, a feasibility study prepared and submitted by a Nevada registered engineer with experience in this field, is required to evaluate the suitability of both temporary and permanent soil nail/retaining wall systems considering the heights, batter and locations as identified in the submittal. The study shall include recommended wall systems based on the existing site conditions and include constructability, constraints, long-term durability, wall options, surface finishes, drainage and required easements. All engineering recommendations must address the specific site conditions in those areas where various earth retaining structures are necessary and must address future safety, operations, and maintenance requirements. Ultimately the County Engineer will approve the final designs for all temporary and permanent mechanically stabilized earth systems and retaining walls.

B. While no variance request was made or identified for the temporary slope conditions along Reservoir Road, Wassou Road and Lakeview Avenue as part of the phasing plan presented, all temporary cut and fill slopes associated with those existing roadways or other areas impacted through phasing activities will require geotechnical engineering recommendations to support safe roadway slopes for traffic and pedestrian movements, snow storage and global stability. Construction and grading permits will meet all minimum Washoe County standards unless a specific variance is requested following the approved variance process. This condition shall be identified on all building and grading permits and shall be approved by the County Engineer.

DRAINAGE (COUNTY CODE 110.416, 110.420, and 110.421)

Contact Information: Walter West, P.E. (775) 328-2310

1. A detailed hydrology/hydraulic report prepared by a registered engineer shall be submitted to the Engineering Division for review and approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 5- and 100-year storm flows impacting both the site and offsite areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing offsite drainage facilities and properties.
2. Any increase in storm water runoff resulting from the development and based upon the 100-year storm shall be detained on site to the satisfaction of the County Engineer.

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3. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures and rip rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts to the satisfaction of the County Engineer.
4. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site to the satisfaction of the County Engineer.
5. The following note shall be added to the construction drawings; "All properties, regardless if they are located within or outside of a FEMA designated flood zone, may be subject to flooding. The property owner is required to maintain all drainage easements and natural drainages and not perform or allow unpermitted and unapproved modifications to the property that may have detrimental impacts to surrounding properties."

TRAFFIC AND ROADWAY (COUNTY CODE 110.436)

Contact Information: Mitchell Fink, P.E. (775) 328-2050

1. A detailed, updated traffic report shall be prepared by a Nevada registered traffic engineer and shall comply with both Washoe County and NDOT requirements. The County Engineer shall be responsible for determining compliance with this condition and the traffic improvements that are required.
2. During grading construction, if AASHTO clear zones cannot be maintained for all streets (existing and connector streets) adjacent to retaining walls or slopes steeper than 3:1 and a recoverable or traversable clear zone cannot be provided, an analysis to determine appropriate safety elements and infrastructure shall be submitted for review and possible approval.
3. An Encroachment and Excavation Permit shall be obtained from Washoe County Engineering and Capital Projects Division for any utilities or other encroachments/excavations constructed within existing County roadways/rights-of-ways. The Permit shall include a construction schedule and a submitted traffic control plan for review and approval.
4. An approved occupancy permit shall be obtained from the Nevada Department of Transportation (NDOT), for access to, from, or under roads and highways maintained by NDOT and a copy of said permit sent to the Engineering Division.
5. Construction activities that impact public access will require the Applicant to provide adequate, advanced warnings and acceptable alternative routing to the affected residents.
6. No construction parking will be allowed on Washoe County roadways adjacent to the project.
7. Wassou Road and Lakeview Avenue shall remain open during construction with Reservoir Road, per the submitted Phasing Plan, until the new connector roads are designed, constructed, inspected, and offered for dedication to Washoe County.
8. Snow storage areas along the roadways shall be maintained during construction activities.
9. No storage of construction materials or stockpiles will be allowed on County roadways.

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Date: December 30, 2021
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10. Prior to ground-disturbing activity, a proposed Construction Traffic Haul Route Plan, including locations to receive the export materials, shall be submitted to the Engineering Division for review and approval. Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load capacity. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavement.
11. A safe walkway route, including any required crossings, shall be provided for all pedestrians and bicyclists for the existing routes affected by construction. A pedestrian walkway plan shall be approved by the County Engineer prior to the finalization of construction improvement drawings.

UTILITIES (County Code 422 & Sewer Ordinance)

Washoe County has no sanitary sewer or water utilities and therefore defers to the appropriate agencies for review, conditioning, and approvals.



STEVE SISOLAK
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street
Carson City, Nevada 89712

KRISTINA L. SWALLOW, P.E., *Director*

December 21, 2021

Washoe County Community Services Department
Planning and Building Division
1001 East 9th Street
Reno, NV 89512
Attention: Chris Bronczyk, Planner
Trevor Lloyd, Planning Manager

SENT VIA ELECTRONIC MAIL

RE: WSUP21-0035 The Resort at Tahoe and Residences Grading

Dear Mr. Bronczyk and Mr. Lloyd,

Nevada Department of Transportation (NDOT) District II staff has reviewed the following application associated with the proposed Resort at Tahoe and Residences project and provided comments accordingly:

Special Use Permit Case Number WSUP21-0035 (The Resort at Tahoe and Residences Grading) – For hearing, discussion, and possible action to approve a Special Use Permit for major grading of the project site and connector roadways to prepare for the redevelopment of the Tahoe Biltmore property. The applicant is also seeking to vary the following standards from Article 438; Section 110.438.45(a); 110.438.45(b); 110.438.45(c); 110.438.45(f); and 110.438.45(i). The grading includes 215,000 cubic yards of cut, with 53,000 cubic yards of fill, and 159,500 cubic yards of material is anticipated to be removed from the site.

NDOT comments:

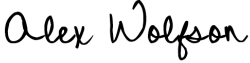
1. The proposed project is directly adjacent to State Route 28 (SR-28). SR-28 is an NDOT owned road that is functionally classified as an urban minor arterial.
2. NDOT is currently in the process of repaving SR-28. The applicant should obtain a NDOT temporary occupancy permit for construction and traffic control impacts within the SR-28 right of way and to allow for coordination with the SR-28 repaving project.
3. While not specific to this request, future improvements proposed by the project within the SR-28 right of way will require a NDOT occupancy permit.
4. The State defers to municipal government for land use development decisions. Public involvement for community development related improvements within or adjacent to NDOT right of way should be considered during the municipal land use development process. Significant improvements proposed within NDOT right of way may require additional public involvement. It is the responsibility of the applicant to perform such

additional public involvement.

5. This letter does not provide for approval or disapproval of any improvements proposed by the project. NDOT review during the occupancy permit process may result in modification to the proposed improvements or denial.

Thank you for the opportunity to review this request. NDOT reserves the right to incorporate further changes as this project progresses. Should you have any questions, please contact me at (775) 834-8304.

Sincerely,

DocuSigned by:

8D80C88AB3244A2...

Alex Wolfson, PE, PTOE
Engineering Services Manager

Cc: Sondra Rosenberg – NDOT Assistant Director of Planning
Mike Fuess – NDOT District Engineer
Rod Schilling – NDOT Traffic Operations
File

**WASHOE COUNTY
HEALTH DISTRICT**
ENHANCING QUALITY OF LIFE

December 21, 2021

Washoe County Community Services
Planning and Development Division
PO Box 11130
Reno, NV 89520-0027

RE: The Resort at Tahoe & Residences; APN 123-071-04
Special Use Permit; WSUP21-0035

Dear Washoe County Staff:

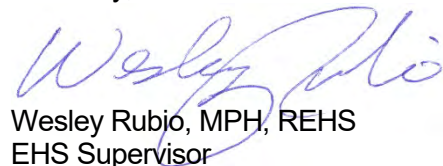
The following conditions are requirements of the Washoe County Health District, Environmental Health Division, which shall be responsible for determining compliance with these conditions.

Contact Name – Wesley Rubio - wrubio@washoecounty.us

- a) The WCHD has no objections to the approval of the special use permit as proposed. However, the following comments are pertinent to the next steps identified with the SUP process:
- a. All utilities that will remain onsite and are serving other structures must be identified on the Demolition plans for review and approval.
 - i. For example, all existing water, hydrants, sewer, and other infrastructure that must remain or serve other buildings that will remain.
 - ii. All utilities that remain on the site must be identified and noted how they will be protected in place during construction activities.
 - b. Additionally, WCHD has been informed municipal water and sewer lines for North Tahoe PUD exist in the Stateline Roadway that is to be re-constructed. Note that all existing municipal services that serve other infrastructure must be protected in place. Additionally, documentation may be required from that municipality demonstrating acknowledging the proposed construction and stating concurrence with methods of protecting in place.
 - c. Prior to any eventual approval of a site improvement plan or utilities, an Approved Water Project in accordance with NAC 445A must be submitted to the Health District for review and approval. This plan must be submitted through IVGID and must match the plans submitted for permit through Washoe County.

If you have any questions or would like clarification regarding the foregoing, please contact Wesley Rubio, EHS Supervisor at wrubio@washoecounty.us regarding all Health District comments.

Sincerely,



Wesley Rubio, MPH, REHS
EHS Supervisor
Environmental Health
Washoe County Health District

Date	12/22/2021
Attention	Chris Bronczyk
Re	WSUP21-0035 The Resort at Tahoe
APN	123-052-04
Service Address	5 State Route 28
Owner	EKN Tahoe LLC & Big Water Investments

3. Special Use Permit Case Number WSUP21-0035 (The Resort at Tahoe and Residences Grading) –
For hearing, discussion and possible action to approve a Special Use Permit for major grading of the

project site and connector roadways to prepare for the redevelopment of the Tahoe Biltmore property. The applicant is also seeking to vary the following standards from Article 438; Section 110.438.45(a); 110.438.45(b); 110.438.45(c); 110.438.45(f); and 110.438.45(i). The grading includes 215,000 cubic yards of cut, with 53,000 cubic yards of fill, and 159,500 cubic yards of material is anticipated to be removed from the site.

- Applicant: EKN Development Group
220 Newport Center Dr, Suite 11-262
Newport Beach, CA 92660
Attn: Tom Jacobson
tom@ekndevgroup.com
- Property Owner: EKN Tahoe LLC & Big Water Investments
- Location: 47 Reservoir Road, 101 Lakeview Avenue, 0
Wassou Road, 5 SR 28 and 0 SR 28
- Assessor's Parcel Numbers: 123-071-04; 123-054-01; 123-053-04; 123-053-02;
123-052-04; 123-052-02; 123-052-03; 123-071-35;
123-071-36; 123-291-01.
- Parcel Size: 0.64 ac; 1.00 ac; 0.18 ac; 1.42 ac; 3.23 ac; 0.28 ac;
0.28 ac; 0.45 ac; 0.42 ac; 2.77 ac (Total: 11.12 ac)
- Master Plan Category: Crystal Bay Tourist
- Regulatory Zone: TA_CBT
- Area Plan: Tahoe
- Development Code: Authorized in Article 810; Special Use Permits
- Commission District: 1 – Commissioner Hill
- Staff: Chris Bronczyk, Planner; and Trevor Lloyd,
Planning Manager
Washoe County Community Services Department
Planning and Building Division
775-328-3612 and 775-328-3617
- Phone:
- E-mail: cbronczyk@washoecounty.gov ;
tlloyd@washoecounty.gov

IVGID Comments: IVGID requests that utilities be identified on grading plan. Portions of water main will be exposed during grading having a significant impact to water delivery in that area. All existing water mains, sewer mains and drain lines within the scope of grading must be maintained in its current state and location, all piping and appurtenances must kept in an operational condition with a minimum of 4' (feet) of coverage.

From: [Rosa, Genine](#)
To: [Lloyd, Trevor](#); [Bronczyk, Christopher](#)
Cc: [Restori, Joshua](#)
Subject: December Agency Review Memo I
Date: Wednesday, December 22, 2021 10:09:46 AM

Special Use Permit Case Number WSUP21-0035 (The Resort at Tahoe and Residences Grading)

Dust Control Permit will be required prior to breaking ground, failure to do so may result in enforcement action resulting in a Notice of Violation with associated fines. For Dust Control Permit questions call AQMD at 775-784-7200 or visit www.OurCleanAir.com.

Link to application: [Dust Control Permit Application](#)

P.S. – Please be sure to click the link below and sign up to receive air quality news, updates, public notices and more via e-mail.

Genine Rosa

Environmental Engineer II | Air Quality Management Division | Washoe County Health District
grosa@washoecounty.gov | O: (775) 784-7204 | 1001 E. Ninth St., Bldg. B, Reno, NV 89512

*My schedule is 4 x 10's M-Th 7-5:30 off on Fridays.

www.OurCleanAir.com | [Subscribe to get Air Quality Updates!](#)

-



Please take our customer satisfaction survey by clicking [here](#)

From: [Holly, Dan](#)
To: [Lloyd, Trevor](#); [Bronczyk, Christopher](#)
Subject: WSUP21-0035
Date: Wednesday, December 15, 2021 7:04:12 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Good Morning Chris and Trevor: I have reviewed the above referenced application on behalf of Building and have the following comments: 1, Prior to the issuance of a grading permit a Public Safety Plan will be required. 2. Due to the extreme number of truck trips for the removal of soil I would highly recommend that the construction hours be addressed as a condition of approval. Thank You Both,



Please tell us how we did by taking a quick [survey](#)

Dan Holly

Plans Examiner Supervisor, Planning and Building Division | Community Services Department

dholly@washoecounty.gov | Office hours: Monday and Friday 7:30-4:30

Direct line Office: (775) 328-2027

1001 E. Ninth St., Bldg. A, Reno, NV 89512





1365 Corporate Blvd.
Reno NV 89502
775 857-8500 ext. 131
nevadacconservation.com

Washoe-Storey Conservation District

Bret Tyler Chairman
Jim Shaffer Treasurer
Cathy Canfield Storey app.
Jean Herman Washoe app.

December 18, 2021

Washoe County Community Services Department

C/O Chris Bronczyk, Planner and Trevor Lloyd Planning Manager

1001 E Ninth Street, Bldg A

Reno, NV 89512

R: WSUP21-0035 The Resort at Tahoe and Residences

Dear Chris and Trevor,

In reviewing the grading for the redevelopment of the Tahoe Biltmore Property, the Conversation District has the following comments.

With the disturbed areas revegetate to TRPA standards we request a copy of these standards. We have in the past requested a copy of their vegetative standards and yet to receive this. As a reviewing agency can this simple request be available to the District.

With removal of interior trees from the site as stated in the application, the District would support a 2:1 ratio replacement to mitigate for this tree loss.

We recommend that the swales instead of earthen constructed with 4–6-inch rock to reduce sediment runoff into the infiltration gallery.

Thank you for providing us the opportunity to review the project that may have impacts on our natural resources and any questions call us at (775)750-8272.

Sincerely,

J Shaffer

From: [Program, EMS](#)
To: [Bronczyk, Christopher](#)
Cc: [Program, EMS](#)
Subject: FW: December Agency Review Memo I
Date: Tuesday, December 28, 2021 10:56:06 AM
Attachments: [December Agency Review Memo I.pdf](#)
[image001.png](#)

Good morning,

Sorry this is late.

The EMS Program has reviewed December Agency Review Memo I for Special Use Permit Case Number WSUP21-0035 (The Resort at Tahoe and Residences Grading) and has no concerns based on the information provided.

Thank you,

Jackie Lawson

Office Support Specialist | Division of Epidemiology & Public Health Preparedness | [Washoe County Health District](#)
Jlawson@washoecounty.gov | O: (775) 326-6051 | 1001 E. Ninth St., Bldg B, Reno, NV 89512



Please take our customer satisfaction survey by clicking [here](#)

From: Fagan, Donna <DFagan@washoecounty.gov>
Sent: Tuesday, December 14, 2021 3:08 PM
To: Rosa, Genine <GRosa@washoecounty.gov>; Restori, Joshua <JRestori@washoecounty.gov>; English, James <JEnglish@washoecounty.gov>; Rubio, Wesley S <WRubio@washoecounty.gov>; Kelly, David A <DAKelly@washoecounty.gov>; Program, EMS <EMSProgram@washoecounty.gov>
Cc: EHS Plan Review <EHSPlanReview@washoecounty.gov>
Subject: December Agency Review Memo I

Genine, Josh, Jim, Wes, David, and EMS,

Please find the attached Agency Review Memo with cases received this month by CSD, Planning and Building.

You've each been asked to review the items as indicated below. Click on the highlighted item description for a link to the application.

[Redacted]

Genine/Josh: Items #1, #2, and #3

Jim/Wes/David: Items #1 thru #4

EMS: Items #1 thru #4

Please send any questions, comments or conditions to the planner for that item.

Thank you,
Donna



Donna Fagan

Account Clerk II

Finance | Community Services Department

dfagan@washoecounty.gov | Office: 775.328.3616

1001 E. 9th Street, Reno, NV 89512-2845



WASHOE COUNTY TECHNOLOGY SERVICES

1001 E. Ninth St
RENO, NEVADA 89512
(775) 328-2351

RE: Resort at Tahoe (Boulder Bay) grading permit

To Whom it May Concern,

We are submitting this letter to express the concern of Washoe County Technology Services Department regarding development on property at 101 Lake View, Crystal Bay (APN 123-053-04) formerly owned by Tahoe Biltmore and now owned by EKN Tahoe LLC. Washoe County Regional Communication System (WCRCS) operates a public safety radio communication site in the garage on the property. Based on the development plans, it appears that APN: 123-053-04 is included as part of development's mass grading plan.

The WCRCS owns two microwave antennas and two Land Mobile Radio (LMR) antennas attached to the adjacent water tank, owned by Incline Village General Improvement District (IVGID); and our radio equipment, batteries, routers, switches, and generator are located on the property in question, APN 123-053-04 (highlighted area, figure 1).

Washoe County Planning Commission

Staff Report Date: May 13, 2021

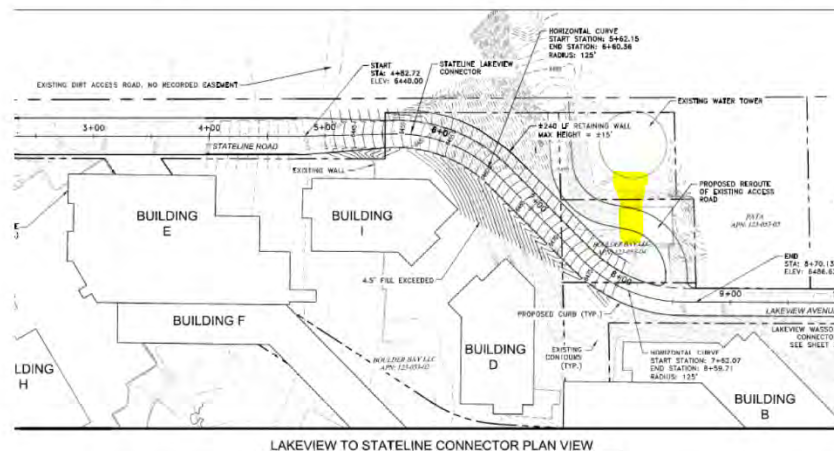


Figure 1

The WCRCS would prefer not to move the radio site and are open to working with EKN Tahoe LLC and Washoe County Community Development to find a solution that is beneficial to all parties. Current grading plans, however, indicate that the building on the property in question will be demolished at a future date. If the building is demolished prior to relocation of the WCRCS radio site, loss of the site would severely limit the public radio coverage within the Tahoe Basin. Degradation of communications is a public safety issue and is a life safety issue for our fire fighters, highway patrol, and Sheriff's deputies that utilize the system. The radio site at this location is heavily used during the summer months



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**WSUP21-0035
EXHIBIT C**



WASHOE COUNTY TECHNOLOGY SERVICES

1001 E. Ninth St
RENO, NEVADA 89512
(775) 328-2351

and during fire season in late summer/early fall. Should we remove this site before a new site can be acquired and constructed, we expect substantial degradation of services, and possible radio queuing¹.

The WCRCS holds an agreement with EKN Tahoe LLC based on their purchase of the property. The agreement states that the responsibilities specified within the agreement should be transferred to a new owner upon the sale of the property (agreement Page 10 section D):

D. Any purchaser, assignee, or other party acquiring Biltmore's interest in the real property or building of which the Premises are a part, agrees to recognize the validity and enforceability of this Agreement and that notwithstanding any default by Biltmore with respect to any mortgage, deed of trust, or other security document, County's possession, quiet enjoyment and all of County's rights under this Agreement in and to the Premises shall not be disturbed by such purchaser, assignee or other party unless County is in default under the terms of this Agreement.

WCRCS is willing to peaceably vacate the property should EKN Tahoe LLC., desire to terminate the contract. WCRCS acknowledge the agreement provisions related to termination: (Page 11 section A & C):

A. Upon termination of this Agreement, County shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear and damage outside the control of County excepted, and shall remove all of County's personal property from the Premises.

C. Either party hereto may terminate this Agreement upon delivery to the other of an eighteen (18) month prior written notice of intent to terminate.

To date, WCRCS has not received a letter from EKN Tahoe LLC. or prior owners stating intent to terminate the contract. Furthermore, the County was never afforded the first right of purchase opportunity stated Section 20, page 13 of the agreement. Had the prior owners offered the sale to the County, the WCRCS would have budgeted and considered purchase of the property, APN: 123-053-04.

In summary, Washoe County Regional Communications System is willing to endorse development plans on the property, however, we will strongly object to any plans that disrupt and degrade public safety radio communications in the area. Additionally, we hope that EKN Tahoe LLC will honor the agreement that transferred with their purchase of the property and, if necessary, provide appropriate time for the WCRCS team to decommission and relocate our existing public safety radio equipment located on APN

¹ Radio Queueing occurs when there is insufficient system capacity to handle radio calls. In an emergency, first responders who experience a radio queue are unable to communicate with emergency dispatch or other first responders, which becomes a life-safety issue.



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**WSUP21-0035
EXHIBIT C**



WASHOE COUNTY

TECHNOLOGY SERVICES

1001 E. Ninth St
RENO, NEVADA 89512
(775) 328-2351

123-053-04. If you have any questions or concerns regarding this letter or the attached agreement.
Please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Q Korbolic".

Quinn Korbolic, IT Manager
Washoe County, Technology Services



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WSUP21-0035
EXHIBIT C

Date: December 22, 2021
To: Washoe County Boulder Bay Commercial Review Team
From: Tom Jacobson and Derek Karimoto
Subject: Boulder Bay Special Use Permit Submission, December 8, 2021 – Responses

Dear Washoe County Boulder Bay Commercial Review Team.

Per your letter dated December 14, 2021, we have reviewed your comments to provide additional information to assist the reviewing approval bodies, agencies, and the public to clearly understand the intent to vary current Washoe County Standards. We have included your comments with our responses and associated exhibits for your review and use within your future staff report for the February 3, 2022, council meeting.

1. Identification of specific areas and locations (visually and in the narrative) that will require modifications to our code through a variance. (For example, identify sections of road that will require a 20% modification to the wall height.)
 - a. Per Exhibit A – Variance Requests, we show the approximate lateral limits of the proposed Soil Nail Walls greater than 8 ft that runs along the easterly side of the proposed road improvements from Stateline Road to Lakeview Avenue and the proposed Wassou Connector road between the existing Wassou Road and Lakeview Avenue. These Soil Nail Walls are proposed to range from a height of +/- 5 feet to +/- 55 feet. Per Exhibit B – Soil Nail Wall Sections, one will be able to see the selected profile locations that shows the proposed location of the Soil Nail Wall; including the proposed backfill and potential building structures. During the final precise grading and landscaping phases, elevations/contours shall be graded to attain a natural appearance to coincide with existing adjacent areas.
 - b. With the construction of the buildings and subterranean parking structures, the Soil Nail Walls shall be blocked from public view by structures and backfill. See Exhibit B – Soil Nail Wall Sections. If a small portion of the Soil Nail Walls are unable to be screened and/or blocked from public view, then a rock wall shall be constructed to cover exposed portions of the Soil Nail Wall. See attached photos for potential rock wall facings.
2. Speak to the exact variance request; (12 feet maximum retaining walls on the north property boundary; or greater than 3:1 slope on the north/east property lines, or roadway boundary). Open ended variances requests are difficult to approve.
 - a. We are requesting a variance for exceeding the 12-foot maximum retaining wall heights along the easterly slopes of the proposed Stateline Road to Lakeview Avenue and the Wassou Connector Road from Wassou Road to Lakeview Avenue. Slopes adjacent to the proposed roadway improvements shall have a temporary side slope of 3:1 or flatter from the proposed roadways to the Soil Nail Walls that range from +/- 5 feet to +/- 55 feet. Once the buildings and subterranean parking structures are being constructed, the areas between the two structures shall be backfilled as structures are constructed vertically as shown on Exhibit B – Soil Nail Wall Sections until the precise grading provides side slopes 3:1 or flatter for proposed landscaping and meandering sidewalks that will be heated to prevent icing and dangerous conditions for resort guests and public usage.



- b. Per Exhibit A – Variance Requests, the following three areas are shown that represent the requests for Variances; including side slope areas that shall be temporary graded to 3:1 side slopes or flatter as follows:
 - i. Areas steeper than 3:1 slope
 - ii. Soil Nail Walls greater than 8 feet in height
 - iii. Retaining Wall greater than 8 feet in height adjacent to the westerly side of the proposed Stateline Road to Lakeview Avenue connection
- 3. Speak to questions as to the modifications of the hillside ordinance
 - a. Article 424 (Hillside Development) Considerations
 - i. As stated in Grading SUP Submittal package, Section Article 424(a) updated on December 13, 2021, the proposed Soil Nail Walls shall provide roadway stability for the easterly slopes that run along the proposed Stateline Road to Lakeview Avenue and the Wassou connector road from Wassou Road to Lakeview Avenue. See Exhibit A – Variance Requests for approximate location and limits for the proposed Soil Nail Walls.
 - ii. To re-develop the existing Tahoe Biltmore Hotel/Casino, which includes existing surface parking lots, the existing site will need to be regraded to provide the subterranean parking facilities that will meet the Tahoe Area Plan to deemphasize the future parking areas. To provide subterranean parking facilities and areas for the proposed building structures, there will be areas that will be excavated ranging from 1 to 10 feet deep and greater; including areas where fill shall range from 1 to 10 feet in height and greater, which will be placed within the project site and adjacent to roadway improvements for Stateline Road to Lakeview Avenue and Wassou Connector Road from Wassou Road to Lakeview Avenue. See Exhibit C – Cut-Fill Map for minimum and maximum cut/fill areas.
- 4. The request for timeframe for 5 years verses 2 years was not included in the original submission and may be beneficial to align with the previously approved abandonment and variance timelines.
 - a. We hereby request a timeframe of 5 years for the proposed Resort at Tahoe and Residences.



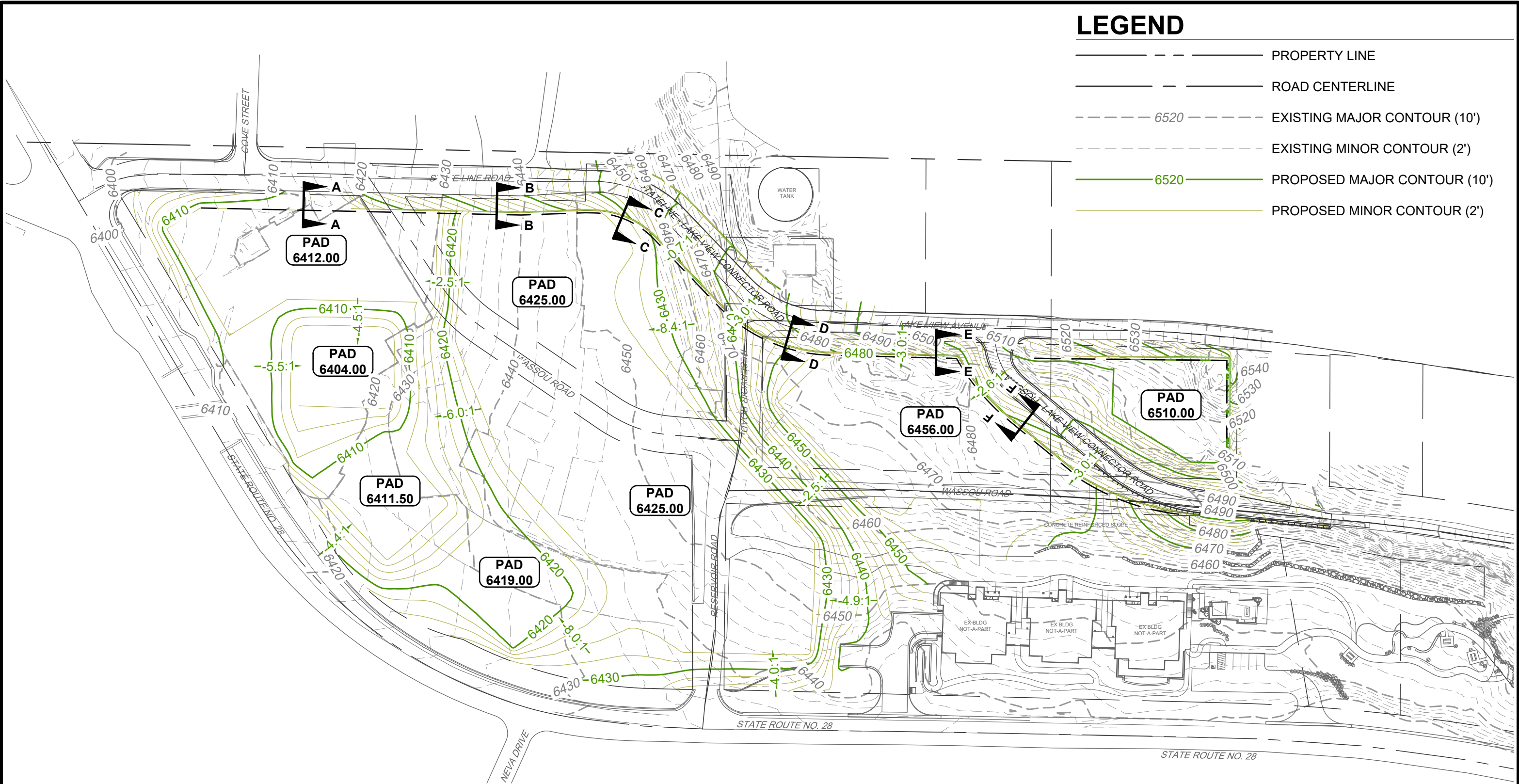
Exhibit A:

Variance Requests



Exhibit B:

Soil Nail Wall Sections




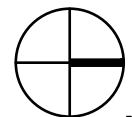
LEGEND

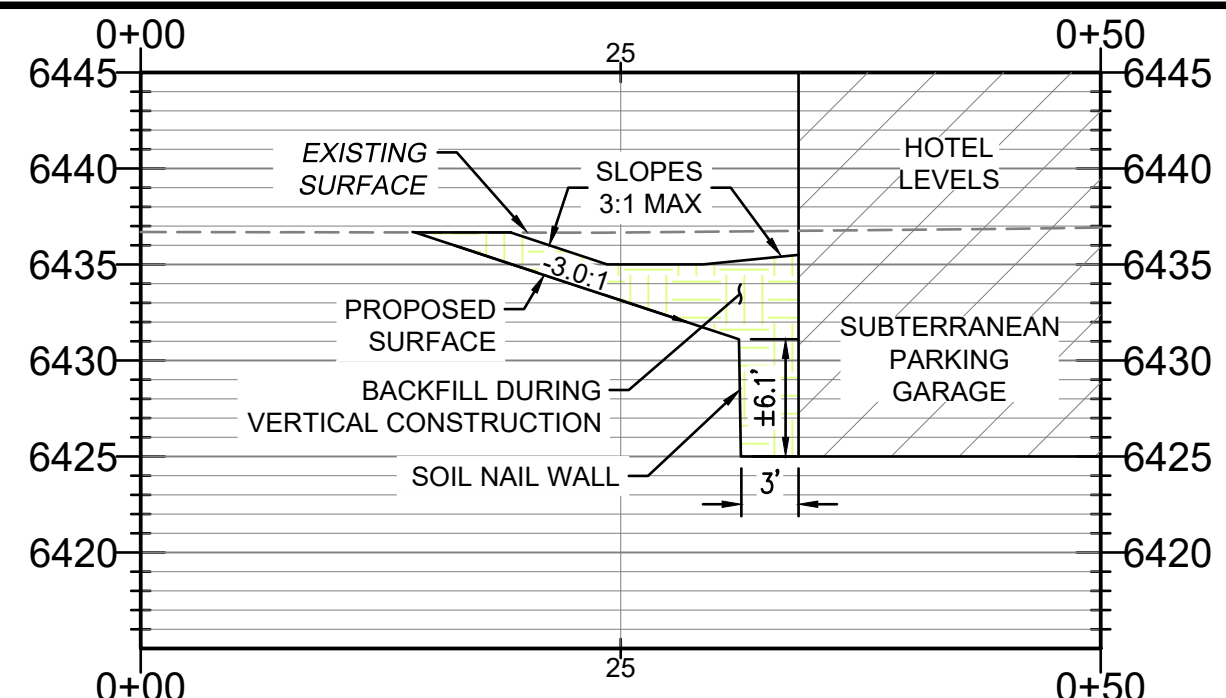
- PROPERTY LINE
- ROAD CENTERLINE
- EXISTING MAJOR CONTOUR (10')
- EXISTING MINOR CONTOUR (2')
- PROPOSED MAJOR CONTOUR (10')
- PROPOSED MINOR CONTOUR (2')

NOTES

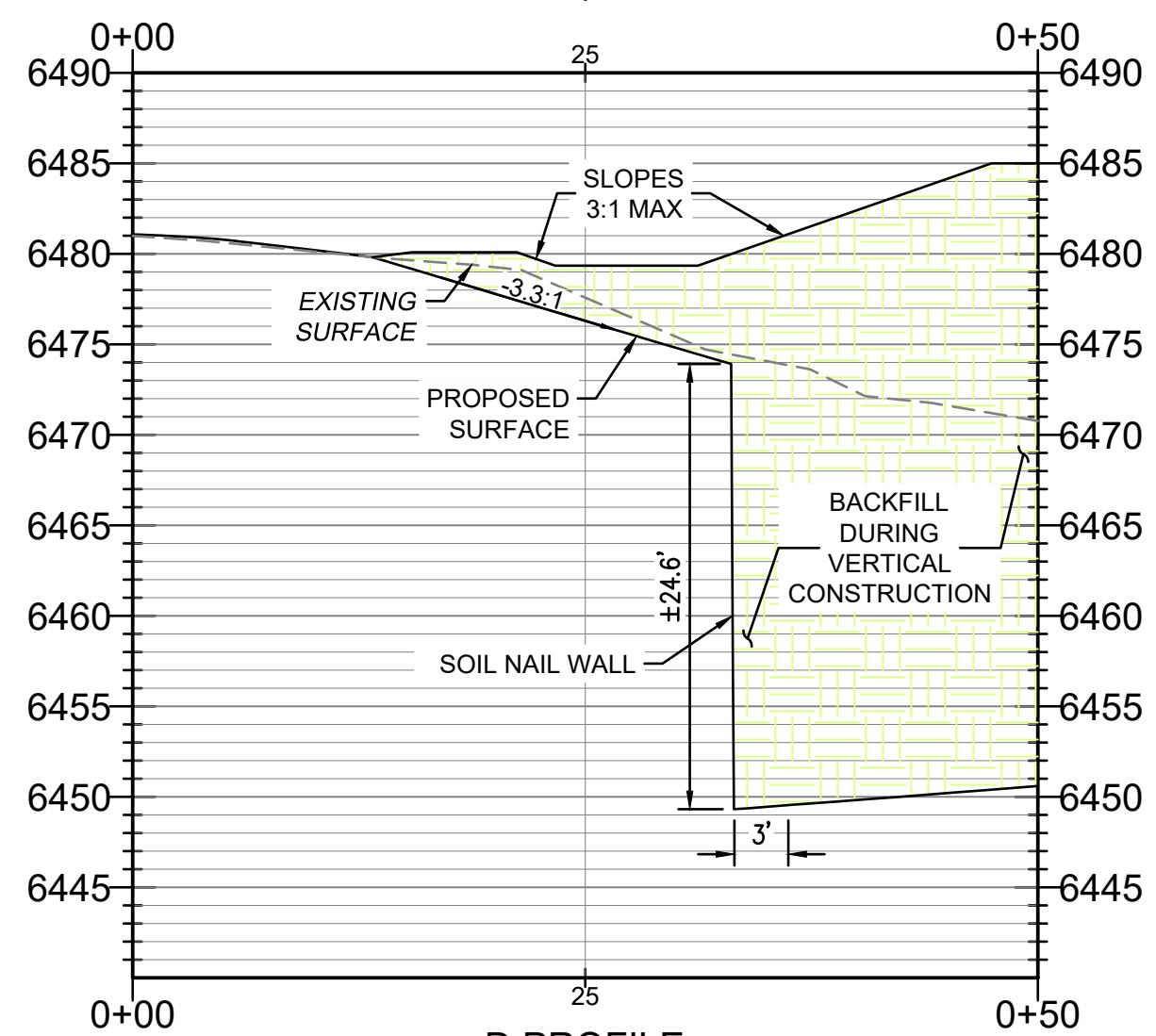
- PRELIMINARY GRADING WILL INCLUDE A SOIL NAIL WALL WITH A 3:1 SLOPE BETWEEN PROPOSED ROADWAY AND SOIL NAIL WALL.
- FINISH GRADING WILL INCLUDE BACKFILLING BETWEEN BUILDING STRUCTURE AND SOIL NAIL WALL AS STRUCTURE IS GOING VERTICAL, PROVIDE A LANDSCAPE AND MEANDERING HEATED SIDEWALK BETWEEN THE PROPOSED ROADWAY AND STRUCTURE WITH SLOPES FLATTER THAN 3:1 AS SHOWN ON EACH PROFILE.
- BUILDING STRUCTURES AND BACKFILL WITH LANDSCAPING AND MEANDERING SIDEWALK TO BLOCK VIEW OF SOIL NAIL WALL.
- ANY PLACE WHERE SOIL NAIL WALL IS NOT BLOCKED BY ITEM #3, A ROCK WALL FINISH SHALL BE PROVIDED. SEE ATTACHED EXAMPLE PHOTO.

EXHIBIT B - SOIL NAIL WALL SECTIONS

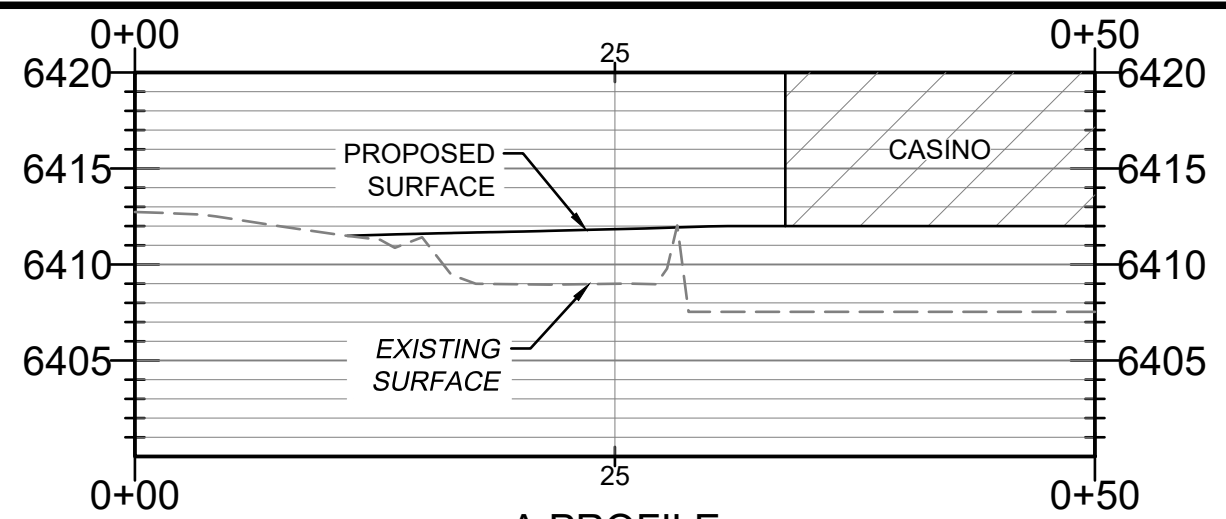
 CONSULTING ENGINEERS 4 PARK PLAZA, SUITE 1750 IRVINE, CA 92614 PHONE: 949.396.1161	SITE: THE RESORT AT TAHOE AND RESIDENCES	TITLE: SOIL NAIL WALL SECTIONS		 NORTH	PROJECT NO: 20-014
	PROJECT ADDRESS: 5 NV-28 CRYSTAL BAY, NV 89402				SHEET: SUP08A
	DRAWN: S.S.	CHECKED: D.H.K.	REV:	DATE: 12/21/2021	
	SCALE 1" = 100'			EXHIBIT B	



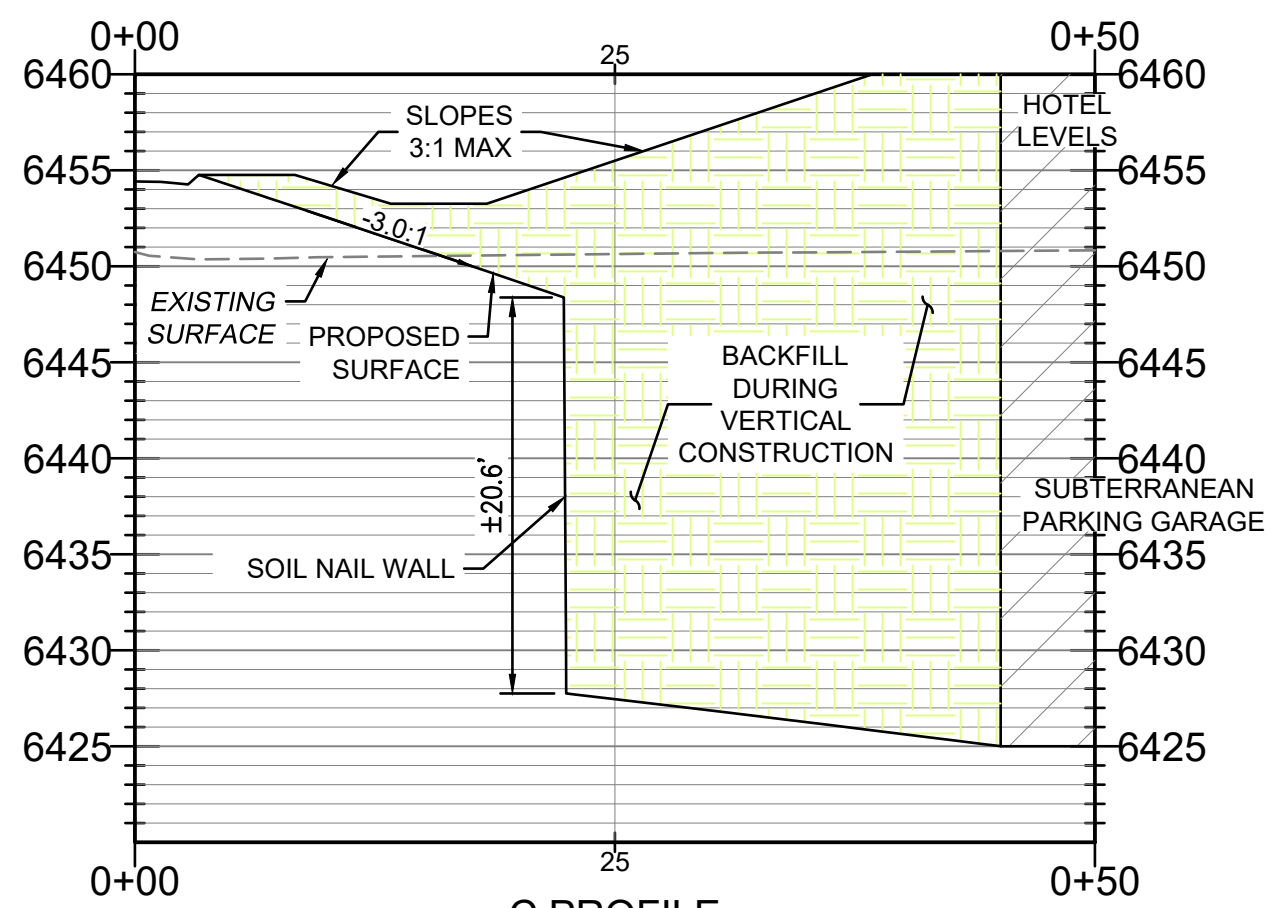
B PROFILE
H: 1" = 10' | V: 1" = 10'



D PROFILE
H: 1" = 10' | V: 1" = 10'




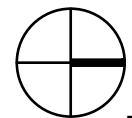
A PROFILE
H: 1" = 10' | V: 1" = 10'

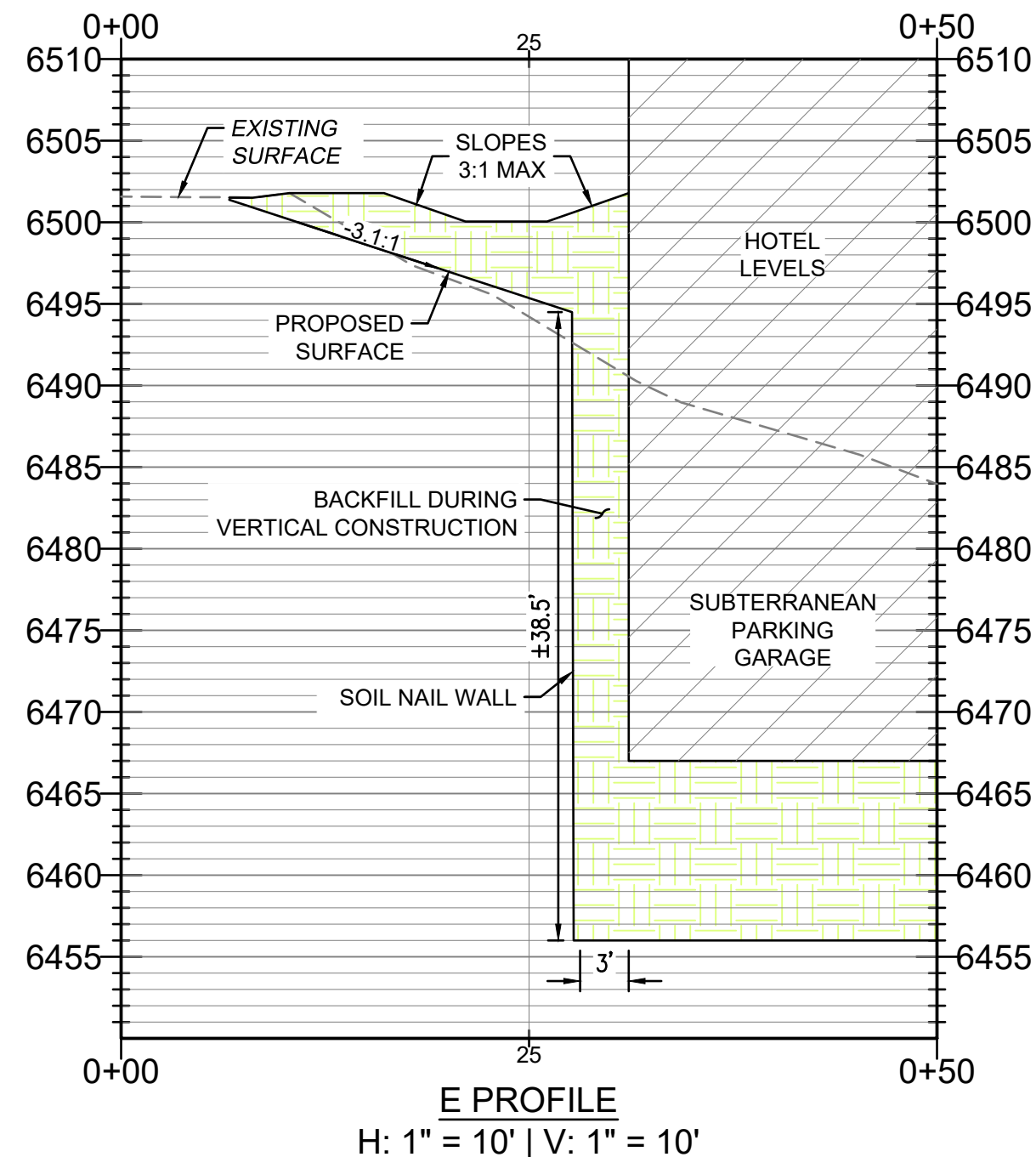
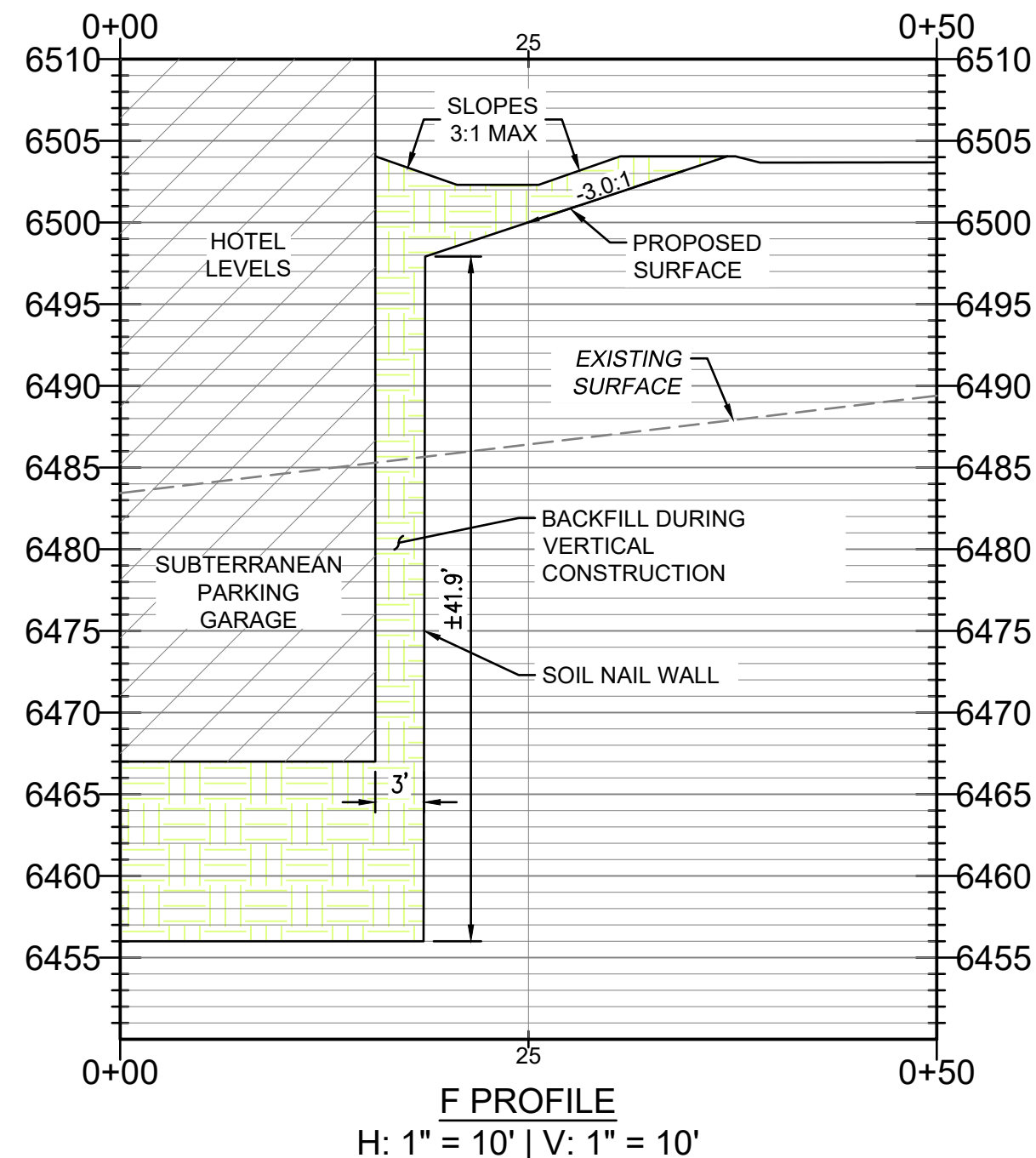


C PROFILE
H: 1" = 10' | V: 1" = 10'

NOTES

1. PRELIMINARY GRADING WILL INCLUDE A SOIL NAIL WALL WITH A 3:1 SLOPE BETWEEN PROPOSED ROADWAY AND SOIL NAIL WALL.
2. FINISH GRADING WILL INCLUDE BACKFILLING BETWEEN BUILDING STRUCTURE AND SOIL NAIL WALL AS STRUCTURE IS GOING VERTICAL, PROVIDE A LANDSCAPE AND MEANDERING HEATED SIDEWALK BETWEEN THE PROPOSED ROADWAY AND STRUCTURE WITH SLOPES FLATTER THAN 3:1 AS SHOWN ON EACH PROFILE.
3. BUILDING STRUCTURES AND BACKFILL WITH LANDSCAPING AND MEANDERING SIDEWALK TO BLOCK VIEW OF SOIL NAIL WALL.
4. ANY PLACE WHERE SOIL NAIL WALL IS NOT BLOCKED BY ITEM #3, A ROCK WALL FINISH SHALL BE PROVIDED. SEE ATTACHED EXAMPLE PHOTO.

 4 PARK PLAZA, SUITE 1750 IRVINE, CA 92614 PHONE: 949.396.1161	SITE: THE RESORT AT TAHOE AND RESIDENCES PROJECT ADDRESS: 5 NV-28 CRYSTAL BAY, NV 89402	TITLE: SOIL NAIL WALL SECTIONS DRAWN: S.S. CHECKED: D.H.K. REV:		NORTH  SCALE 1" = 100'	PROJECT NO: 20-014 SHEET: SUP08B DATE: 12/21/2021
	WSUP21-0035				EXHIBIT B
	0 100				



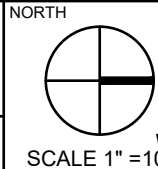
NOTES

1. PRELIMINARY GRADING WILL INCLUDE A SOIL NAIL WALL WITH A 3:1 SLOPE BETWEEN PROPOSED ROADWAY AND SOIL NAIL WALL.
2. FINISH GRADING WILL INCLUDE BACKFILLING BETWEEN BUILDING STRUCTURE AND SOIL NAIL WALL AS STRUCTURE IS GOING VERTICAL, PROVIDE A LANDSCAPE AND MEANDERING HEATED SIDEWALK BETWEEN THE PROPOSED ROADWAY AND STRUCTURE WITH SLOPES FLATTER THAN 3:1 AS SHOWN ON EACH PROFILE.
3. BUILDING STRUCTURES AND BACKFILL WITH LANDSCAPING AND MEANDERING SIDEWALK TO BLOCK VIEW OF SOIL NAIL WALL.
4. ANY PLACE WHERE SOIL NAIL WALL IS NOT BLOCKED BY ITEM #3, A ROCK WALL FINISH SHALL BE PROVIDED. SEE ATTACHED EXAMPLE PHOTO.



SITE: THE RESORT AT TAHOE AND RESIDENCES
PROJECT ADDRESS: 5 NV-28 CRYSTAL BAY, NV 89402

TITLE: SOIL NAIL WALL SECTIONS
DRAWN: S.S. CHECKED: D.H.K. REV:



PROJECT NO: 20-014
SHEET: SUP08C
DATE: 12/21/2021

WSUP21-0035
EXHIBIT B



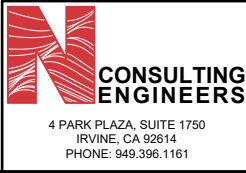
Exhibit C:

Cut – Fill Map



Elevations Table				
Number	Minimum Elevation	Maximum Elevation	Area (SF)	Color
1	-37.60	-10.00	245,567	Red
2	-10.00	10.00	172,656	Green
3	10.00	19.90	3,479	Blue

EXHIBIT C - CUT - FILL MAP



4 PARK PLAZA, SUITE 1750
IRVINE, CA 92614
PHONE: 949.396.1161

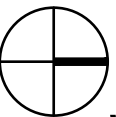
SITE: THE RESORT AT TAHOE AND RESIDENCES

PROJECT ADDRESS: 5 NV-28 CRYSTAL BAY, NV 89402

TITLE: CUT - FILL MAP

DRAWN: S.S.	CHECKED: D.H.K.	REV:
-------------	-----------------	------

NORTH



SCALE 1" = 100'

PROJECT NO: 20-014

SHEET: SUP04B

DATE: 12/21/2021



Photos:

Sample Rock Walls



Sample Rock Walls

WSUP21-0035
EXHIBIT D



Sample Rock Walls

WSUP21-0035
EXHIBIT D

From: [Wolfson, Alexander](#)
To: [Bronczyk, Christopher](#)
Subject: RE: WSUP21-0035 Resort at Tahoe and Residences
Date: Monday, January 3, 2022 8:58:28 AM
Attachments: [image001.png](#)

[**NOTICE:** This message originated outside of Washoe County -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Chris,

Once they officially submit a permit application to NDOT for a new/removed approach, they would have to have traffic study approval before NDOT would accept the application. In reality, it's once they start doing permanent building since for the mass grading they can manage any traffic impacts with temporary traffic control.

Hope this helps,

Alex Wolfson, P.E., PTOE, RSP1

Engineering Manager – District 2

Nevada Department of Transportation

o 775.834.8304 | m 775.301.8150

e awolfson@dot.nv.gov | w dot.nv.gov

From: Bronczyk, Christopher <CBronczyk@washoecounty.gov>

Sent: Tuesday, December 28, 2021 9:35 AM

To: Wolfson, Alexander <AWolfson@dot.nv.gov>

Subject: RE: WSUP21-0035 Resort at Tahoe and Residences

When would things be required to come into conformance for Boulder Bay regarding the traffic conditions from the variance/abandonment.



Chris Bronczyk

Planner | Planning & Building Division | Community Services Department

cbronczyk@washoecounty.gov | Office: 775.328.3612 | Fax: 775.328.6133

1001 E. Ninth St., Reno, NV 89512

<https://www.washoecounty.gov>

From: Wolfson, Alexander <AWolfson@dot.nv.gov>

Sent: Tuesday, December 21, 2021 10:03 AM

To: Bronczyk, Christopher <CBronczyk@washoecounty.gov>; Lloyd, Trevor

<TLloyd@washoecounty.gov>

**WSUP21-0035
EXHIBIT E**

Cc: Tone, Sarah <STone@washoecounty.gov>; D2 Traffic DL <D2Traffic@dot.nv.gov>

Subject: RE: WSUP21-0035 Resort at Tahoe and Residences

[NOTICE: This message originated outside of Washoe County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Chris and Trevor,

Please see attached for NDOT comments on this application. The only thing that we are looking for on this phase will be a temporary traffic control permit from NDOT.

Thanks for the opportunity to review.

Alex Wolfson, P.E., PTOE, RSP1

Engineering Manager – District 2

Nevada Department of Transportation

o 775.834.8304 | m 775.301.8150

e awolfson@dot.nv.gov | w dot.nv.gov

From: Fagan, Donna <DFagan@washoecounty.gov>

Sent: Tuesday, December 14, 2021 2:51 PM

To: D2 Traffic DL <D2Traffic@dot.nv.gov>

Subject: December Agency Review Memo I

NDOT,

Please find the attached Agency Review Memo with cases received this month by CSD, Planning and Building.

You've been asked to review items #1, #2, and #3. Click on the highlighted item description for a link to the application.

Please send any questions, comments or conditions to the planner for that item.

Thank you,

Donna



Donna Fagan

Account Clerk II

Finance | Community Services Department

dfagan@washoecounty.gov | Office: 775.328.3616

1001 E. 9th Street, Reno, NV 89512-2845

**WSUP21-0035
EXHIBIT E**



P.O. Box 4, Crystal Bay, NV 89402 | preserve@ntpac.org | NTPAC.org | 775-831-0625

To: Trevor Lloyd, Washoe County Planning, tlloyd@washoecounty.gov
Paul Nielsen, Tahoe Regional Planning Agency, pnielsen@trpa.gov
Alex Wolfson, Nevada Department of Highways, awolfson@dot.nv.gov
Jennifer Donohue, NITFPD, jdonohue@nitfpd.net
Alexis Hill, Washoe County Commissioner, ahill@washoecounty.gov

Re: The Resort at Tahoe & Residences (formerly Boulder Bay) Application for Grading Special Use Permit
Comments

From: North Tahoe Preservation Alliance

Date: 12/24/2021

Thank you for allowing the North Tahoe Preservation Alliance (NTPA) to comment on the Resort at Tahoe & Residences (RATR) application for a discretionary approval of a Grading Special Use Permit. The NTPA has been helping preserve the natural beauty and rural character of North Lake Tahoe since 2008. NTPA has been following the RATR (formerly Boulder Bay) project since 2007.

Upon review the only conclusion is that the application is materially flawed and must be denied. RATR has changed the 2011 originally approved project in important ways, invalidating the decades old TRPA permit. The project has been substantially altered requiring a new Environmental Impact study. The 2008 Traffic Study is now so out of date it must be considered unacceptable and irrelevant.

The application fails in the following areas:

1. **CHANGED PROJECT DESCRIPTION:** Project location and area are incorrect because it fails to include important APN #s.
 - a. The 2011 TRPA approved project included parcels on the south side of Hwy 28. Namely, APNs 123-042-01 and 02 (Crystal Bay Motel and Office Building and parking lot). (see attachment A-original project).
 - b. These parcels were important to calculate onsite population, coverage, drainage, existing unit (TAU) credit, parking and traffic counts.
 - c. The SUP completely ignores these parcels.
 - d. The SUP ignores the intended uses of the 275 unit hotel. The undefined hotel could be a condotel, or large condos with kitchens that are actually short term rentals which greatly affects population traffic and congestion. The application is silent on the detail of the project's use.

- e. The SUP ignores owner, EKN's recent acquisition of Beesley's cottages located in Tahoe Vista, Ca. Placer County.
- 2. IRRELEVANT TRAFFIC STUDY: Consistent with the NDOT conditions of approval for the Abandonment, a new traffic study is required before any further variances are approved or roads taken. A 14 year old 2008 Traffic study is insufficient for reasons which include:**
- a. The 2008 traffic study and the Final EIS failed to use existing traffic counts (about 1400 daily trips) as the baseline, instead they used projected traffic counts as if the property were fully developed under current zoning maximized buildout. This resulted in a unrealistic baseline that was excessively high (over 5000 daily trips), and then compared it with the proposed "smart growth" development that could potentially reduce trips to about 4000 per day. This false baseline deceived the public and decision-makers into thinking that the proposed development would reduce traffic from actual existing conditions of about 1400 vehicle trips daily. This deception must be corrected to accurately inform the public about the extent of further congestion from any new development.
 - b. The 2008 traffic study was based on a four lane configuration of SR28 in Kings Beach which no longer exists. Today the two single-lane roundabouts significantly reduced roadway capacity creating a bottleneck with queues that impact and effect traffic flows at the project site. This requires further study.
 - c. A roundabout at Crystal Bay may better enable traffic from the project site to access SR28 going east rather than crossing the already congested westbound lane. The current stoplight at Crystal Bay does not coordinate well with the queues from Kings Beach, and a roundabout with creative pedestrian control may help traffic move more consistently. Please have NDOT comment on the need and potential location for a roundabout.
 - d. The 2008 traffic study did not accurately reflect the level of service F which is experienced today for about four months of the year, oftentimes for 6 hours per day. Fourteen year old data under false pretenses does not produce an accurate representation for the public and decision-makers.
 - e. The 2008 traffic study and the Final EIS Traffic element failed to adequately account for redevelopment of the Cal Neva property, the Tahoe Inn (110 affordable housing units), Kings Beach CEP project, Ferrari's project and redevelopment of several other vacated and underutilized commercial properties in Kings Beach. A cumulative impact of North Shore traffic is required.
 - f. The 2008 traffic study and the Final EIS failed to address the number of trips from the importation of manufactured road base, structural aggregate base, bedding material, drain rock, backfilling of retaining walls, etc. The Application for this grading permit also fails to produce any numbers for imported material and the associated truck trips occurring simultaneously with the export of excavated material.
 - g. The Final EIS assumes 121,000 cubic yards (CY) of excavated native soil that would be exported from the site during grading requiring about 200 truck trips per day. The new number in the Application is now 155,000 CY while keeping another 42,000 CY of excavated material on the site. Where would this material be stored, how would it be processed and utilized on site? What are the new traffic impacts, and where is the soil going? This information is incomplete.
 - h. The new owner, EKN has purchased Beasley's Cottages, a lakefront property in Tahoe Vista, Ca (Placer County) as an additional destination for guests of the project.(see attachment B) The 2008 traffic study maintained that since the original project was a "destination resort" guests would never have to leave, and traffic would be reduced. Now that is clearly not the case. New traffic impacts must be considered since the location is west of the Kings Beach bottleneck. There will surely be impacts to Kings Beach/Tahoe Vista from the 2448 population of the RATR site.
- 3. REDUCED EVACUATION: The SUP request is detrimental to the Public because it will limit the ability of Crystal Bay/Incline residents to evacuate by eliminating ONE method of egress for at least two fire seasons.**
- a. The proposal will cut off Wassou Rd behind the Biltmore casino in February 2022 and not provide a temporary substitute road. Currently the community has Stateline, Reservoir, Beowawle and Amagosa as exits. The SUP scheme will provide only Reservoir, Beowawle and Amagosa. This is an outrageous health

and safety violation, not to mention the application is silent on performing a traffic study in advance of the removal of any roads.

- b. This is the 4th time a project developer has tried to remove an exit from the neighborhood. The community has fought hard to keep their exits, even winning on appeal to the Washoe County Commissioners.
- c. A minimum of 2 years interruption is not temporary and it may take much longer. This dismissal of community safety and welfare concerns is alarming. Other projects, Martis Valley West and Squaw Valley have been denied by the courts because of similar issues.

4. FURTHER CONCERNS:

- a. **VARIANCES:**It appears the applicant is requesting variances which were not part of the original environmental discussions.
 - 1) At least 10 or more variances are now required because the project is too big for current standards. A huge amount of mass grading on 9.7 acres of the 11.12 acre total site is requested.
 - 2) Developer claims that the site requires these extreme standards is false. A smaller project is clearly an alternative for the developer and more suitable for the surroundings. There are other alternatives to this project that wouldn't require variances, such as a smaller project and free standing or shorter buildings.
 - b. **RETAINING WALLS/CUTS UP TO 55'**-It is clear the proposed project is too big and high for this sloped site as it is requiring an undisclosed number of 55' high retaining walls and 40' cuts to accommodate steep roads and 6 to 8 story buildings. The application fails to identify the location and height of cuts and retaining walls
 - c. **PUBLIC MEETINGS**-NDOT is requiring the developer to arrange in advance for public input meetings.. The request for special use permits ignores any public input. See attachment C.
 - d. **STOCK PILE AREA**-RATR proposes using the public park adjacent to the Granite Place condos as a stock pile area.
 - 1) This should not be allowed on a public park.
 - 2) The stock pile will impact Granite Place Condos and neighboring properties.
- PERFORMANCE BONDS/FEASIBILITY STUDY:**Although a contingency of the TRPA permit, there are no financial disclosures. The SUP is silent on the matter of performance bonds.
- 1) This lack of disclosure is troubling considering the checkered financial history of the project.
 - 2) The Public must be assured that the project will be completed. That the Community won't be left with another hole in the ground. All the trees will be gone and 30' of the surface of the majority of the existing developed site will be removed.

The RATR project is too big for the site and the limited infrastructure in our already congested area. The prior TRPA approval was contentious and the new RATR proposal is dangerous when considering fire evacuation.

This project/SUP application must be denied.

Thank you.

Ann Nichols







EKN Development Group LLC Announces Acquisition of Beach Front Property in Tahoe Vista for \$18M

In Company News, Project News by ekndevadmin December 23, 2021

EKN Development Group, along with its financial partners, Garn Development and Stack Real Estate, is thrilled to announce the purchase of the Beesley Cottages located at 6674 N. Lake Blvd in Tahoe Vista, CA.

Following the recent acquisition of the Tahoe Biltmore Lodge and Casino just at the Nevada side of in North Lake Tahoe, EKN is proud to add the highly coveted Beesley Cottages to its Tahoe portfolio. The Beach Club will enhance the experience of guest amenities at the envisioned luxury resort and residences. EKN's leadership team brings decades of real estate development experience to deliver high caliber, bespoke projects in highly desirable locations.

"The Beesley Cottages acquisition stands as yet another testament to our dedication to bring this project to life. We are very excited to be a part of this community and to enhance the experience of our project," said Ebbie K. Nakhjavani, President & CEO of EKN Development Group. "Our collaboration with local partners and stakeholders will include listening sessions and town hall meetings to continuously engage with members of the community. We want to ensure that there is a clear understanding of our vision, timelines, and what to expect as plans come to fruition."

The Biltmore project was first approved by the Tahoe Regional Planning Agency (TRPA) in 2007 and EKN Development Group is now executing on that vision. EKN will begin by building new roads which were recently approved by Washoe County. These roads will improve traffic circulation and eliminate existing unsafe road conditions around the Biltmore site and in North Lake Tahoe.

EKN intends to use the Beesley Cottages site to create a luxury beachfront clubhouse that will offer guests an unparalleled opportunity to experience all the beauty that Lake Tahoe has to offer. The beach club will provide a fairytale wedding and event venue that will include bridal suites for wedding parties and full-service food and beverage amenities. The club's 24/7 concierge services will arrange access to amenities and activities including cabanas, beach chairs, umbrellas, and watercraft. Guests will be invited to relax on a wide stretch of sandy shoreline as they take in the grandeur of North America's largest alpine lake. In warmer months, dedicated buoys and the on-site pier will moor the resort's private boats and provide direct access to the Lake. A shuttle will transport the resort's residents and guests to and from the beachfront site. This shuttle service is a part of the project's concerted efforts to help minimize traffic and other potential impacts.

"The Beach Club accentuates the resort's extraordinary location by bringing the guest experience right to the Lake," continued Mr. Nakhjavani. "Our appreciation for Lake Tahoe and the communities along the North Shore will contribute to thoughtful implementation of the project. We are immensely excited to see this once-in-a-lifetime project come alive."

EKN Development Group is a Newport Beach-based real estate development firm, specializing in premier hospitality, retail, mixed-use, and high-density residential developments. EKN currently has over 1,400 hotel keys in development, 350 multifamily residential units, with associated restaurants and other amenities in development across the United States.

Garn Development is a diversified real estate development company specializing in land acquisition, planning, entitlement, design, construction and asset management of hospitality, multi-family, retail, industrial, and assisted living properties. Garn creates value for its partners and have a diverse income stream that is resilient to market cycles. Garn Development's ample access to capital, investment discipline, and sound financial footing allow the firm to capitalize on long-term industry trends and short-term opportunities alike.

STACK Real Estate is Utah's leading S.M.A.R.T. communities developer. SMART stands for Sustainable, Mixed-Use, Attractive, Realistic, and Transit-oriented. STACK is focused on building people up by building communities that are SMART. In partnership with forward-thinking municipalities, STACK is building a better quality of life for Utahans amidst unprecedented growth. STACK's SMART communities blend residential living with walkable services (open spaces, trails, office, retail, hospitality, entertainment, etc.) that level up our quality of life. These developments require public-private partnerships that combine long-term vision with shared investment to create quality neighborhoods and integrated ecosystems. As Utah doubles in population, STACK is making decades-long investments to preserve Utah's unique lifestyle for future and current residents.

ALL RIGHTS RESERVED © 2020 | EKN DEVELOPMENT GROUP, INC.

ATTACHMENT C

Variance Case WPVAR21-0001 pg. 7 of 7

Nevada Department of Transportation Conditions

e. The State defers to municipal government for land use development decisions. Public involvement for community development related improvements within or adjacent to NDOT right of way should be considered during the municipal land use development process. Significant improvements proposed within NDOT right of way may require additional public involvement. It is the responsibility of the applicant to perform such additional public involvement. f. This letter does not provide for approval or disapproval of any improvements proposed by the project. NDOT review during the occupancy permit process may result in modification to the proposed improvements or denial.

From: [Ann Nichols](#)
To: "Paul Nielsen"; [Bronczyk, Christopher](#); [Lloyd, Trevor](#)
Cc: [Hill, Alexis](#)
Subject: Boulder Bay Water Treatment and Drainage -Site Demolition re: Grading SUP
Date: Saturday, January 8, 2022 7:09:50 PM
Attachments: [image001.png](#)
[eis bb motel basins.pdf](#)
[BMP plan bb.pdf](#)

[**NOTICE:** This message originated outside of Washoe County -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Paul-

The SUP Grading application doesn't include grading or demolition on the Crystal Bay Motel/office site. The applicant claims they aren't grading there so they don't have to include those parcels in their project area. Yet, the attached EIS BMP project plan and narrative clearly discusses detention basins on the motel site and the BMP plan shows it handles water from the main project across the highway. These parcels were also used to calculate overall project coverage reduction through demolition, unit count, traffic and scenic impacts.

Since the grading will be a multi-year project, shouldn't infiltration basins and galleries be developed now? The property has been BMP non-compliant for 40 years and sheet flows currently drain off the site, Stateline Rd. and Reservoir unimpeded.

Please help Washoe County deal with this extremely complicated project. The Community is more than concerned.

Thank you,

Ann Nichols



-
North Tahoe Preservation Alliance

P.O. Box 4

Crystal Bay, Nv. 89402

preserve@ntpac.org

775-831-0625

www.ntpac.org

"Helping preserve the natural beauty and rural character of North Lake Tahoe"

From: [David McClure](#)
To: [Bronczyk, Christopher](#)
Subject: Boulder Bay Variance Case WPVAR21-0001
Date: Monday, December 20, 2021 1:10:05 PM

[**NOTICE:** This message originated outside of Washoe County -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hi Chris, and happy holidays,

If the new owners of Boulder Bay were to submit an application for a grading permit would you not have to be contacted due to the Conditions of Approval.

I heard that BB has submitted an application for a grading permit, or was considering it, and would like to know if this has happened.

While the scoping process for a traffic study appears to be starting in January 2022 that study must be conducted to establish the existing traffic conditions and reflect the site conditions that have been existing since 2010.

I appreciate your response.

Thanks

Dave McClure



**TAHOE
REGIONAL
PLANNING
AGENCY**

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org

April 15, 2014

Boulder Bay, LLC
P.O. Box 307
Crystal Bay, NV 89402

**PLAN REVISION – BOULDER BAY REDEVELOPMENT CEP PROJECT, WASHOE COUNTY, NEVADA,
ASSESSOR'S PARCEL NUMBER (APN) 123-052-02 ET AL, TRPA FILE NUMBER CEPP 2014-0138**

Dear Sir or Madame:

Enclosed please find the Tahoe Regional Planning Agency (TRPA) permit and attachments for the project referenced above. If you accept and agree to comply with the Permit conditions as stated, please make a copy of the permit, sign the "Permittee's Acceptance" block on the first page the Permit, and return the signed copy to TRPA within twenty-one (21) calendar days of issuance. Should the permittee fail to return the signed permit within twenty-one (21) calendar days of issuance, the permit will be subject to nullification. Please note that signing the permit does not of itself constitute acknowledgement of the permit, but rather acceptance of the conditions of the permit.

TRPA will acknowledge the original permit only after all standard and special conditions of approval have been satisfied. Please schedule an appointment with me to finalize your project. Due to time demands, TRPA cannot accept drop-in or unannounced arrivals to finalize plans

Pursuant to Rule 11.2 of the TRPA Rules of Procedure, this permit approval may be appealed within twenty-one (21) days of the date of this correspondence, (May 5, 2014).

Thank you very much for your patience in this matter. Please feel free to call me if you have any questions regarding this letter or your permit in general.

Sincerely,

David L. Landry
Senior Planner
Planning Department

Enclosures

**WSUP21-0035
EXHIBIT F**



**TAHOE
REGIONAL
PLANNING
AGENCY**

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org

PERMIT

PROJECT DESCRIPTION: Plan Revision – Boulder Bay CEP Project

APN: 123-052-02, 123-052-02, -03, -04; 123-053-02, -04, 123-054-01;
123-071-04, -034, -035, -036, -037; 090-305-016

PERMITTEE(S): Boulder Bay, LLC

FILE # CEPP 2014-0138

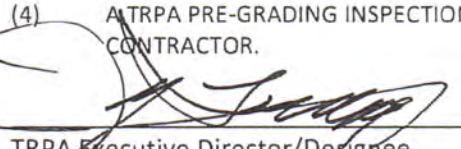
COUNTY/LOCATION: Washoe County / 5 State Route 28

Having made the findings required by Agency ordinances and rules, the TRPA approved the plan revision on **April 11, 2014**, subject to the standard conditions of approval attached hereto (Attachment Q), the original approval dated **April 27, 2011**, and the special conditions found in this permit.

This permit shall expire on **April 27, 2014** without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of pouring concrete for a foundation and does not include grading, installation of utilities or landscaping. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) THE PERMITTEE OBTAINS A COUNTY BUILDING PERMIT. TRPA'S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A COUNTY BUILDING PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
- (4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.



TRPA Executive Director/Designee

4/18/14

Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____

Date _____

(PERMIT CONTINUED ON NEXT PAGE)

APN: 123-052-02 et al
FILE NO. CEPP 2014-0138

PHASE ONE:

Security Posted (1): Amount \$ _____ Posted _____ Type _____ Receipt No. _____

Security Administrative Fee (6): Amount \$ _____ Paid _____ Receipt No. _____

PHASE TWO:

Excess Coverage Mitigation Fee (2): Amount \$ _____ Paid _____ Receipt No. _____

Offsite Coverage Mitigation Fee (3): Amount \$ _____ Paid _____ Receipt No. _____

Security Posted (4): Amount \$ _____ Posted _____ Type _____ Receipt No. _____

Security Administrative Fee (6): Amount \$ _____ Paid _____ Receipt No. _____

Security Posted (5): Amount \$ _____ Posted _____ Type _____ Receipt No. _____

Security Administrative Fee (6): Amount \$ _____ Paid _____ Receipt No. _____

Notes:

1. Amount to be determined. See condition 7B below.
2. Amount to be determined. See condition 8L below.
3. Amount to be determined. See condition 8M below.
4. Amount to be determined. See condition 8N below.
5. Amount to be determined. See condition 8O below.
6. \$152 if a cash security is posted or \$135 if a non-cash security is posted

PHASE ONE (See Special Condition 7)

Required plans determined to be in conformance with approval: Date: _____

TRPA ACKNOWLEDGEMENT: The Permittee has complied with all pre-construction conditions of approval as of this date and is eligible for a county building permit:

TRPA Executive Director/Designee

Date

PHASE TWO (See Special Condition 8)

Required plans determined to be in conformance with approval: Date: _____

TRPA ACKNOWLEDGEMENT: The Permittee has complied with all pre-construction conditions of approval as of this date and is eligible for a county building permit:

TRPA Executive Director/Designee

Date

SPECIAL CONDITIONS

1. This is a plan revision which specifically authorizes the modification of the permit acknowledgment phasing for the Boulder Bay CEP Project ("Project") now to be in two separate phases. Phase One of the Project consists of construction of storm water facilities on the California Parcel of the project; APN 090-305-016. Phase Two consists of the remainder of the Projects approved in April, 2011. The following Special Conditions shall be satisfied prior to Phase One permit acknowledgment; 4, 7A-C, 8B (3) & (6), 8G, 8Q, U, BB.
2. The substance of all other Project conditions remain the same; only the order of these conditions has changed. This plan revision permit replaces the original permit for acknowledgment purposes.
3. This permit specifically authorizes the redevelopment of the existing Tahoe Biltmore Hotel and Casino into a mixed-use resort located at North Stateline in Crystal Bay, Nevada. Authorized work will include the construction of eight new buildings to be used for hotel, residential, gaming and commercial use. The project includes, underground parking facilities, pedestrian village, **community park and open space**, as well as an integrated on-site stormwater treatment system as shown on the site plan submitted to TRPA on November 1, 2010, specifics of the project include:
 - 275 tourist accommodation units (hotel);
 - 59 whole ownership residential condominiums;
 - 14 "on site" affordable employee housing units (14 two-bedroom units) and 10 "infill" affordable housing units in one and two bedroom units to be located within a 10-mile radius of the project. Infill units shall be located in existing housing which will be refurbished and deed restricted. A total of 38 deed restricted affordable housing bedrooms will be delivered. **Prior to selection of the final location of infill units, the permittee shall seek the input of Placer County Community Development Staff.**
 - 18,715 square feet of commercial floor area (includes 12,172 square feet of retail and 6,543 square feet of dining within a two-acre public gathering space and pedestrian village);

- 67,338 square feet of hotel and accessory uses (19,085 square foot health and wellness center; 9,860 square foot fitness center; 21,253 square foot conference/meeting space; 1,432 square foot day care center; 750 square foot convenience retail, 750 square foot bar; 3,680 square foot restaurant; and approximately 10,528 square feet of lobby area) and 38,702 square feet of mechanical, electrical and plumbing space, back of house and administrative services;
 - 10,000 square feet of casino (reduced from 29,744 square feet of existing NTRPA certified gaming area);
 - 460 total parking spaces (450 in underground structures);
 - 5.7 acres of open space with 1.87 acres designated for two public parks to be built and maintained by Permittee, and 1.20 acres for passive hiking trails and scenic overlook, and;
 - Approximately 5,100 linear feet of pedestrian paths, 900 linear feet of hiking paths, and 2,000 linear feet of bicycle lanes.
4. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
 5. All construction details, best management practices, and mitigation measures outlined in the FEIS for the Boulder Bay Redevelopment Plan are required whether or not explicitly discussed in this permit.
 6. All requirements outlined in the Third Amendment to Settlement Agreement Regarding Tahoe Mariner and Boulder Bay Project are conditions of this permit whether or not explicitly discussed in this permit.
 7. Prior to permit acknowledgment for Phase One, the following conditions of approval must be satisfied.
 - A. The site plan shall be revised to specify the land coverage that will be banked or permanently retired.
 - B. The security required under Standard Condition 1.B of Attachment Q shall be determined upon the Permittee's submittal of the cost estimate for Phase One construction. The security shall be equal to 110 percent of the estimated BMP costs. Please see Attachment J, Security Procedures for appropriate methods for posting the security and for calculation of the required security administration fee.
 - C. The Permittee shall provide a construction schedule indicating timing of construction phases and completion date for each component of the project including BMP installation.
 8. Prior to permit acknowledgment for Phase Two, the following conditions of approval must be satisfied.

- A. The Permittee shall submit a Boulder Bay EIS and TRPA Permit Compliance Report to TRPA for review and approval. This report shall address all required project mitigation measures identified in the Final EIS and Special Condition 4 of this permit, and shall describe how and where these measures and conditions are satisfied in the final plans for the project.
- B. *Final construction plans shall be revised as follows and submitted to TRPA for review and approval:*
- (1) The site plan shall be revised to include:
 - (a) Existing and proposed final land coverage calculations for the project. Areas of existing, proposed, relocated and restored and/or permanently removed land coverage shall be clearly delineated and shall be consistent with the final landscape plans. To reduce the amount of information on plan sets, land coverage sheets may be submitted as separate site plan sheets.
 - (b) All trees exceeding 6 inches in diameter at breast height that are proposed for removal. Removal of authorized trees shall be in accordance with Chapter 71 of the TRPA Code.
 - (2) The water quality improvement plans shall be revised to include final drainage and water quality improvement and details that are consistent and compatible with all final roadway, parking, sidewalk, utility relocation, and streetscape designs.
 - (3) Details of temporary erosion control measures indicated on the final plans, including slope stabilization methodology and interim BMPs, which shall be installed at the time of pre-grade inspection and to include any elements as outlined in the monitoring and mitigation program for the Boulder Bay Final EIS.
 - (4) Grading and excavation plans shall be included on the final plans.
 - (5) All proposed pavement striping, including parking, bike lanes and pedestrian crosswalks, shall be included on the final plans.
 - (6) A note indicating: "All barren areas and areas disturbed by construction shall be re-vegetated in accordance with the TRPA Handbook of Best Management Practices. Application of mulch may enhance vegetative establishment."
 - (7) Identification of all staging areas, construction parking, batch plants, etc., specific to all pre-grade and construction activities designed with the appropriate temporary BMPs. Staging areas shall not encroach on restored

and re-vegetated areas identified in the Tahoe Mariner Settlement Agreement, as amended.

- (8) Final plans for all on site water quality improvements for the proposed project, designed to address the 50 year/1hour storm in addition to final designs for the Low Impact Development technologies designed to capture up to the 100 year/1hour storm.
- (9) A detailed exterior lighting plan, consistent with TRPA Code of Ordinances, Chapter 30, Section 30.8, Exterior Lighting Standards.
- C. Upon acknowledgement of this permit, TRPA recognizes that this project is allocated 40 TAU Bonus Units and 48 Multi-Family Bonus Units as reserved in Resolution 2008-11, Exhibit 6.
- D. The Permittee shall transfer the required amount of TAUs (71) to the project site for use as TAUs and potential conversion to ERUs through separate application and TRPA approval. ERUs are required for the multi-family and single-family residential units. Forty-two of the ERUs come from TAUs located on the site of the Colony Inn that will be restored as SEZ subject to final TRPA approval. These units may be converted to ERUs under the provisions of TRPA Code Chapter 33.7.
- E. The Permittee shall provide evidence that 1) adequate water rights recognized under the laws of the state in which the use is to occur are furnished with the development, 2) all basic service requirements for minimum fire flow will be met or exceeded in accordance with Section 27.3.B., Table 27-1 of the TRPA Code and 3) and adequate sewer and electrical service requirements will be met or exceeded.
- F. Permittee shall erect story poles and/or helium balloons as a means of confirming the accuracy of the proposed maximum building heights depicted in the photo-simulations in the FEIS for TRPA review and approval. Photos of the erected story poles and/or helium balloons shall be taken from the same vantage points as the *photo-simulations and superimposed onto the photo-simulations*. The accuracy of the erected story poles/helium balloons and superimposed images shall be certified by a licensed surveyor, architect and/or engineer.
- G. The Permittee shall submit calculations demonstrating that the proposed infiltration facilities consisting of collection systems, infiltration and detention basins, drop inlets, pre-treatment vaults, underground infiltration vaults and underground piping to intercept runoff generated in the project area are sized accordingly for the slope and soil type of the property, consistent with the infiltration mitigation requirements outlined in the 2010 Boulder Bay FEIS.
- H. The Permittee shall enter into a memorandum of understanding with the Truckee-North Tahoe Transportation Management Association ("TMA") for oversight and coordination of the proposed Alternative Transportation Program. **As part of the above memorandum of understanding with TNT TMA, the permittee shall include a requirement to review transit expenditures on an annual basis with transit**

representatives of TART to evaluate the previous year's results and allocate funds toward public transportation efforts as deemed appropriate by TART, the TMA and the permittee

- I. The Permittee shall enter into an agreement with Placer County Parks and Recreation to participate in the removal of refuse at Speedboat Beach and immediate area.
- J. Other mitigation measures identified in the Final EIS include preparation and implementation of a final Emergency Response Plan shall outline procedures for personnel response and personnel and visitor evacuation in the event of facility failure from a catastrophic event.
- K. The Permittee shall comply with all prescribed mitigation measures in the certified Boulder Bay CEP Project EIS and in the Mitigation Monitoring Plan, including, but not limited to the following mitigation measures:
 - (1) Repave Stateline Road between SR 28 and Cove Street using rubberized *asphalt or other approved noise reducing road surfaces that have shown acceptable noise reductions.*
 - (2) Submit a long term monitoring (5 years minimum) **and at a minimum, a 20 year** maintenance plan for all water quality and BMP improvements as well as any other measures as described in the Monitoring and Mitigation Program of the Final EIS for final TRPA review and approval.
 - (3) The Permittee shall submit a monitoring plan to monitor the project's Daily Vehicle Trip Ends (DVTE), consistent with the Third Amendment to Settlement Agreement Regarding Tahoe Mariner and Boulder Bay Project, for TRPA review and approval. If after 5 years from project completion the monitoring determines that DVTE has increased beyond the **2,915** trip projection identified in the FEIS, then the applicant shall permanently retire existing development rights to reduce the DVTE to meet the **2,915** DVTE projection.
 - (4) The Permittee shall implement an overnight guest parking fee and parking validation program consistent with the above referenced Settlement Agreement to create incentives for guests to utilize public transportation and onsite amenities.
 - (5) The Permittee shall redesign Building "A" to reduce its visibility by either removing one floor from the building structure or increasing the setback from SR 28 as identified in SR-1A & 1B DEIS. In addition, the Permittee shall redesign Buildings "G" and "H" to remove one floor from the building structure.

9. The Permittee shall install approximately 6,000 linear feet of sidewalks and walkways and 2,000 linear feet of bicycle paths within the Boulder Bay Project area.
10. The Permittee shall install a heated asphalt 'snow melting system' along Wellness Way designed to aid in the melting of snow on the road surface.
11. The Permittee shall implement the alternative transportation measures as outlined in the Mitigation and Monitoring Program of the Final EIS, including, but not limited to:
 - (a) A shuttle pick-up and drop-off to an area ski resort during the winter ski season.
 - (b) Beach access shuttle service (REC 1)
- L. The affected project area has 71,706 square feet of excess land coverage. The Permittee shall retire a minimum of 35,340 square feet of land coverage within the project, to be credited against the total amount of excess coverage. For the remaining balance of the 71,706 square feet of access coverage which is not able to be mitigated through permanent on and off-site retirement, the Permittee shall pay an excess coverage mitigation fee. The excess land coverage fee is based on the project's construction cost estimate of the load bearing elements cost of \$11,472,930 and 71,706 square feet of excess land coverage within Hydrologic Transfer Area Number 9. Upon completion of final construction plans the Permittee shall provide a final construction cost estimate, and if different from the above estimate, the required mitigation fee for excess coverage cost of the project, the cost of improvements otherwise exempt from TRPA review and approval shall be subtracted from the total cost.
- M. The permittee shall pay an offsite coverage mitigation fee assessed at \$18.00 per square foot for the creation of 24,476 square feet of new impervious coverage in the public right-of-way.
- N. The security required under Standard Condition 1.B of Attachment Q shall be determined upon the Permittee's submittal of the required Best Management Practices plan and related cost estimate. The security shall be equal to 110 percent of the estimated BMP costs. Please see Attachment J, Security Procedures for appropriate methods for posting the security and for calculation of the required security administration fee.
- O. The permittee shall post a security with TRPA as a requirement of the Third Tahoe Mariner Settlement Agreement to ensure completion of the long term operation, Maintenance and Monitoring of the constructed water quality improvements including the public – private project with Placer County, the permittee shall, in conjunction with TRPA staff, develop a Long Term maintenance and monitoring Plan which addresses the maintenance and monitoring aspects of all required BMPs, fertilizer application, water quality and/or other mitigation, **consistent with Special**

Condition K (2) above. This plan will be based on a template provided by and agreed to by TRPA and will include the submission of reports by the permittee as well as inspections by TRPA. The security shall be equal to 110 percent of the estimated BMP costs. If additional post-project monitoring determines that TRPA discharge standards are exceeded, then the TRPA security deposit shall be used to implement additional water quality treatment needed in the East Stateline watershed and project area.

- P. The permittee shall submit plans, cost estimates and installation schedule for the installation of all required water quality improvements (BMPs) for the entire project area. All required offsite BMPs including the BMPs associated with the Stateline Mini Park EIP #114 project and the Crystal Bay Motel, the adjacent office building and associated parking lot. Further the installation of all on site BMPs shall be completed at the end of each construction phase, with Project construction to be completed within five years of Phase One permit acknowledgment.
- Q. The Permittee shall provide a construction schedule indicating timing of construction phases and completion date for each component of the project including BMP installation.
- R. The Permittee shall submit a dewatering plan to TRPA for review and approval prior to acknowledgement of this permit. The dewatering plan shall show that if groundwater is intercepted, the water will be infiltrated onsite or at a TRPA approved location.
- S. The Permittee shall submit a Streetscape/Landscape Plan for the project for TRPA review and approval. Said plan shall include both hardscape and softscape landscape elements; planting materials and planting details, sidewalk details, paving material, colors and textures, and lighting. (Note, signage will require separate TRPA review and approvals). The landscape plan shall also include a strategy for tree replacement at a ratio of 3:1 or three new trees for each viable specimen tree removed. All vegetation shall be consistent with the requirements of Chapter 30 of the TRPA Code of Ordinances, including the specification for sizing and species of plants. All areas from which land coverage is being relocated shall be restored in accordance with Chapter 20 of the TRPA Code.
- T. The Permittee shall submit a fertilizer management plan consistent with Section 81.7 of the TRPA Code of Ordinances for TRPA review and approval.
- U. The Permittee shall submit a complete Grading and Construction Plan for the project, including construction phasing, coordination of construction and demolition work with adjacent business operations, construction access / parking, material storage areas, coordination of utility related construction, temporary BMPs, street sweeping /site clean up, construction hours/days, equipment list, etc. at a minimum of and consistent with Chapter 64 of the TRPA Code. The permit requires construction activities, equipment, materials and runoff be contained within the project area. The TRPA permit also requires the implementation of soil protective measures and

consistency with the North Stateline Community Plan; PAS 032 and PAS 034 guidelines.

- V. Within 30 days of receipt of the deed restrictions identified for the following, the Permittee shall provide the latest recorded grant deeds for all parcels within the project area to TRPA. Once the grant deeds are received, TRPA shall prepare the following two separate deed restrictions:
- (1) A project area deed restriction for land coverage, development rights, scenic assessments, and density purposes to be recorded against the parcels; and
 - (2) A deed restriction that will permanently assure that the 38 residential units identified for the moderate income housing are available to moderate income households. All housing units shall be used exclusively as a residential dwelling by permanent residents, and shall be occupied in accordance with local, regional, state and federal standards for the assistance of households with moderate income occupants. Such housing units shall be made available for rental or sale at a cost that does not exceed the recommended state and federal standards.
 - (3) In instances where the transfer of TAUs have originated from sensitive lands, those lands shall be permanently restricted from transferring development *back to the parcel through a deed restriction or other recorded covenant.*
 - (4) A deed restriction that will permanently assure that the 5.7 acres of open space with 3.07 acres dedicated to two passive public parks including seating areas with lake views, hiking trails and a scenic overlook to be built and maintained by the permittee shall remain as open/park space in perpetuity.
- W. The Permittee shall record the deed restrictions identified in Special Condition 4.Q (above) with the Washoe County Recorder's Office, and provide either the original recorded deed restrictions or a conformed copy of the recorded deed restrictions to the TRPA.
- X. The Permittee shall provide to TRPA a conformed copy of a recorded deed restriction that is consistent with the Third Amendment to Settlement Agreement Regarding Tahoe Mariner and Boulder Bay Project, documenting the retirement of 9,914 square feet of the total existing gaming floor area within the project area.
- Y. The Permittee shall provide to TRPA signed copies of the amended single Tahoe Mariner Settlement Agreement that amends both the 2001 agreements and the California Agreements.
- Z. Consistent with the above-referenced Settlement Agreement, as amended, the Permittee shall provided evidence that construction financing has been approved for each phase of construction proposed and the construction lender shall provide written assurance to California and TRPA that its required loan documents have been

executed and that construction funds have been approved and are available prior to the commencement of the proposed phase of development.

- AA. The Permittee shall submit exterior color and materials samples to TRPA for final approval to ensure consistency with Code section 30.6.
 - BB. The Permittee shall submit three (3) sets of final construction drawings and site plans to TRPA.
9. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, its agents, and its employees (collectively TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of any TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.
- Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.
10. An onsite inspection by TRPA staff is required prior to any construction or grading activity. TRPA staff shall determine if the onsite improvements required by Attachment Q have been properly installed. Any required modifications, as determined by TRPA, shall be incorporated into the project at that time.
11. *By acceptance of this permit, the Permittee agrees that 50,645 square feet of CFA remains banked on the Mariner Property and zero (0) TAUs remain available for conversion, transfer or re-use.*
12. The Permittee shall not excavate more than 45 feet below ground surface at its greatest depth for APN 123-072-34 as depicted on the project plans dated February 24, 2009 and soils hydrological study approval, dated February 2009. Although not anticipated, if groundwater is encountered, then the applicant shall implement the TRPA-approved dewatering plan required in Condition 5. P, above.
13. All waste resulting from the saw-cutting of pavement shall be removed using a vacuum (or other TRPA approved method) during the cutting process or immediately thereafter.

Discharge of waste material to surface drainage features is prohibited and constitutes a violation of this permit.

14. In the event that human remains are discovered, the Washoe County Coroner shall be contacted and, if the remains are determined to be Native American, the Nevada Office of Historic Preservation shall also be notified in accordance with Section 383.170 of the Nevada State Revised Statutes. Section 383.170 directs the SHPO to consult immediately with the Nevada Indian Commission and notify the appropriate Indian tribe. This section also authorizes the Indian tribe, with the permission of the landowner, to inspect the site and recommend an appropriate means for the treatment and disposition of the site and all associated artifacts and human remains.
15. By acceptance of this permit, the Permittee agrees that all mitigation measures outlined in the Boulder Bay CEP Project EIS are hereby included as conditions of project approval and will be implemented as such.
16. Upon issuance of a Certificate of Occupancy for the first completed phase of the Boulder Bay Project, the Permittee shall implement the following measures designed to reduce employee-related trips to and from Boulder Bay Resort:
 - A. Designation of an Employee Transportation Coordinator. The project controller will designate an Employee Transportation Coordinator (ETC) to coordinate and implement the transportation control measure activities required by the Employee Transportation Plan.
 - B. Posting Alternative Transportation Mode Information. The project controller shall provide to employers alternative mode information, including current schedules, rates (including procedures for obtaining transit passes) and routes of mass transit service serving the Crystal Bay area, including the Tahoe Area Regional Transit ("TART") services, the North Lake Tahoe Express, and visitor shuttle services. In addition, the project controller shall also provide information regarding the location of all bicycle routes within at least a five-mile radius of the resort.
 - C. Bicycle Parking Facilities. Sufficient bicycle parking will be supplied to employees. The Boulder Bay Resort will provide bicycle parking for all bicycle commuters, as determined by survey of employees. The bicycle parking facilities shall be, at a minimum, Class II stationary bicycle racks, and will be located adjacent to the employee entrance, as well as near the main hotel/casino building entrance.
 - D. Preferential Carpool/Vanpool Parking. Parking spaces for a minimum of 4% of the employees shall be designated as carpool parking. Based on the estimated number of employees on-site at any given time during the peak season (156 employees), there will be a minimum of six designated carpool spaces. These spaces will be located in the most convenient location to access to the employee entrance. In order to ensure proper usage of these spaces, signs or pavement marking shall be installed to designate these spots for carpool vehicles only.

- E. In-House Carpool Matching Service. The Boulder Bay Resort shall conduct a survey of employees to identify persons interested in being in carpools and match potential carpools by work shift and address. This survey and matching shall be performed on an annual basis for all interested employees.
 - F. Truckee-North Tahoe Transportation Management Association (TMA) Membership. The ETC or other designated management employee shall actively participate in the TMA. The ETC shall attend all membership meetings or send a designated representative, pay all required dues, and/or be involved in any other programs which the TMA board administers.
 - G. Transit Pass Subsidy. The Resort shall provide a subsidy, on monthly transit passes, of 50% or the maximum taxable benefit limit, whichever is greater.
 - H. Transit Shelter. The Boulder Bay Resort shall provide a shuttle/trolley stop, which will be located outside the main hotel entrance. This stop will be served by the North Tahoe Express, seasonal trolley services and employee shuttles. Additionally, the current TART stop on the north side of State Route 28 ("SR 28") directly adjacent to the site will be expanded per TART standards to accommodate two buses at one time. This, along with the other existing bus bay on the north side of SR 28 just west of Stateline Road, would allow up to three westbound vehicles to be in Crystal Bay at one time.
 - I. Showers Provided. The Boulder Bay Resort shall provide two employee restrooms/locker rooms, one located in the hotel area the other in the casino area, for a total of two male and two female facilities. One shower shall be provided in each of the four facilities.
 - J. Lockers Provided. The Boulder Bay Resort shall provide lockers inside each of the restroom/locker room areas. At least 20 lockers will be provided in total for use by employees only.
 - K. On-Site Services. The Boulder Bay Resort shall include an employee cafeteria, a lunch room/break room, and an Automated Teller Machine (ATM).
- 17. By acceptance of this permit, the Permittee agrees that use of legally existing land coverage shall be restricted to existing disturbed areas, as determined by TRPA staff review.
 - 18. By acceptance of this permit, the Permittee waives all claims it may have to hard or soft coverage which may have existed in 1978. This condition shall not be construed to exempt the Mariner Property from compliance with excess coverage mitigation requirements.
 - 19. Signs are not approved as a part of this permit. Sign approvals shall require submittal of a separate application. However signage for the Boulder Bay Project shall be in conformance with the current sign standards, or the adopted community plan standards, depending on the applicable standards at the time sign approval.

END OF PERMIT

NEWS RELEASE

Contact: Jeff Cowen, Community Liaison, (775) 589-5278

For Release Immediately

April 27, 2011

TRPA BOARD APPROVES BOULDER BAY PROJECT

Lake Tahoe, NV – In a board room still crowded following a 12-hour hearing, the Tahoe Regional Planning Agency Governing Board voted to approve the Boulder Bay Community Enhancement Project. Four years in the planning, the project will replace the aging Tahoe Biltmore Casino in Crystal Bay, NV with an eco-friendly, mixed-use resort that will significantly reduce stormwater pollution and vehicle emissions associated with the site.

"With science showing us that we can reverse the decline of Lake Tahoe's clarity by encouraging environmental redevelopment of our town centers, the cost of doing nothing is just too high for the Lake," TRPA Director Joanne Marchetta said. "Redevelopment projects like Boulder Bay are an important part of the public-private effort to restore Lake Tahoe."

Once complete, the Boulder Bay site will include a mix of whole ownership condos, hotel units, affordable housing, a small casino, a health and wellness spa, retail and dining space, pedestrian and transit improvements, and a 4-acre community park. In addition, the project plans to pursue LEED certification, a global standard for green building techniques.

About 80 members of the public provided testimony throughout the afternoon. Analysis and testimony regarding the benefits of the project were weighed by the TRPA Board against concerns over the project's size. At the center of the discussion was a code amendment to allow the height of the proposed four story buildings and the TRPA traffic analyses showing the project would reduce traffic and vehicle emissions. The height amendment allows Boulder Bay to maintain roughly the same grandfathered height of

the North State line area because of the mix of commercial and accommodation uses on site and proposed pedestrian-transit improvements. Boulder Bay representatives committed to compare traffic estimates with actual data in five years to ensure the analysis holds. Air quality gains, such as those projected with the new Boulder Bay project, are indicative of mixed-use development, which TRPA would like to see lead the way to environmental redevelopment of more of Lake Tahoe's commercial centers.

"The board's decision today comes at a critical juncture in the path to restore Lake Tahoe," TRPA Board Chair Norma Santiago said. "Our communities need better direction from TRPA on how to keep good projects coming forward and today's approval shows that the agency is ready to move forward in partnership with private property owners to support environmental as well as economic revitalization."

Boulder Bay improvements include:

- Designs for stormwater runoff infiltration to handle a 100-year storm event
- 90% reduction in sediment runoff, up to 30,000 lbs/yr reduced.
- Reduction of energy and water use by 38 percent
- Total land coverage/imperious surfaces reduced by 1.6 acres or 68,000 square feet
- Improvements to scenic quality including undergrounding of utility lines
- Over 6,000 linear feet of pedestrian amenities
- 4-acre public park with lake views
- Annual reduction of nearly 10,000 vehicle miles traveled within the basin from the current 33,000 VMT related to the site today.
- Corresponding reduction of greenhouse gas emissions
- Comprehensive alternative transportation program
- Restoration of 2.5 acres of sensitive stream environment area
- Creation of 38 units of deed-restricted, affordable housing

The Boulder Bay project is expected to be built over three years in phases. Following tonight's approval, the project could break ground in the spring of 2012.

The Tahoe Regional Planning Agency cooperatively leads the effort to preserve, restore,

50 Yr - 1 Hr Storm BMP Plan

LEGEND

50 Year - 1 Hr Storm Water Flow

20 Year - 1 Hr Storm Water Flow

10 Year - 1 Hr Storm Water Flow

PROPOSED BOUNDARY OF PROJECT AREA

STATE ROUTE 28

LAKER DRIVE

STATE LINE ROAD

LAKER VIEW AVENUE

COVE

WITH THE ADDITION OF OFFSITE TREATMENT FACILITIES, THE 50 YEAR 1 HOUR TREATMENT CAPACITY FOR THE 50 YEAR 1 HOUR CAPACITY FOR THE 20 YEAR 1 HOUR CAPACITY FOR THE 10 YEAR 1 HOUR CAPACITY AND THE 50 YEAR 1 HOUR CAPACITY AND THE 20 YEAR 1 HOUR CAPACITY AND THE 10 YEAR 1 HOUR CAPACITY

Boulder Bay, LLC. Boulder Bay, Nevada

50 Yr - 1 Hr Storm BMP Plan

Boulder Bay Community Enhancement Program Project EIS
HYDROLOGY AND WATER QUALITY

through expansion of proposed systems to treat the volume of the 50-year, 1-hour storm event for on-site facilities as well as Washoe County and NDOT public right-of ways.

- The redesign of the project area for Alternative C will allow for onsite infiltration galleries and detention basins to be sized to capture, treat and infiltrate peak flow volumes from the 50-year, 1-hour storm event from 468,900 square feet of contributing area. The 50-year, 1-hour stormwater treatment plan, detailed in Figure 4.3-2, shows onsite BMP facilities that will capture, treat and infiltrate peak flow volumes with the addition of an off-site bio-retention facility along the California Stateline Road parcel and detention basins on the Crystal Bay Motel site. The system is discussed in the analysis for impact HYDRO-3 below. With the addition of these treatment facilities, stormwater treatments meet the 50-year, 1-hour storm capacity for onsite contributing areas and for portions of Washoe County and NDOT roadway rights-of-way.

Capture of runoff from the project area will improve surface water quality through the treatment and infiltration of runoff and reduction of pollutant concentrations through stormwater treatment technologies. Implementation of regional stormwater treatment systems will allow for the treatment of runoff neighborhood contributing areas up gradient and from County and NDOT roadways. Larger capacity stormwater treatment systems will assure that if site-specific system capacities are maximized, stormwater will be transmitted to or recaptured in down-gradient facilities and continue to provide benefits to surface water quality in the East Stateline Point watershed.

- *Advanced Snow Management* - Alternative C proposes advanced snow

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Donald Bell	donhbell@sbcglobal.net

Source

[illegible]

[illegible]



**LAND SURVEYORS
CIVIL ENGINEERS
LAND USE PLANNERS**

December 13, 2021

VIA E-MAIL: cbronczyk@washoecounty.gov,
stone@washoecounty.gov

Washoe County Boulder Bay Commercial Review Team
1001 East 9th Street
Reno, Nevada 89512

RE: INITIAL SUBMITTAL COMMENTS AND CORRECTIONS LETTER RESPONSE

Dear Washoe County Boulder Bay Commercial Review Team Members,

This letter is provided in conjunction with a revised electronic version of the application package where the initially issued comments from your team have been addressed. This letter provides the language of each comment that was issued and how the items was addressed in the amended application package.

Clarification question for the broader scope of the project.

1. Is what we know as Boulder Bay to be known further as The Resort at Tahoe and Residences?

The revised name is The Resort at Tahoe & Residences, for now. Branding of the property will be done at some point in the future that will change the project to a final name, but at this time, the project is known as The Resort at Tahoe & Residences.

Corrections, clarifications:

1. The developer is showing a phased construction plan (as requested) but should also show a final plan for the benefit of the public and BOA/BCC.

Phasing plans with targeted dates are provided in Tab C of the 12/13/21 updated application. This series of plans should help to expose both the grading construction phasing as well as the roadway connectivity that is proposed. The updated phasing information will eliminate the need for the temporary emergency access that crossed the property by leaving connectivity of the existing roadways as long as possible.

2. Concerns regarding missing information (Welcome Way and associated grading) temporary access road grading, grading discrepancies (10 foot grade bust along Wassou/Lake View Connector), and lack of stormwater conveyance (low point on west side of Wassou/Lake View Connector), etc.

**WSUP21-0035
EXHIBIT H**

Per phasing exhibits as described in item #1, the temporary access/emergency road will not be installed due to modified access phasing that allows for existing roadways to remain open until the connections of Stateline to Lakeview and Wassou Connector roads can be made and are accepted by Washoe County and open for public and emergency access use.

3. Provide phone number, email, cell, and contact person information for Property Owner, EKN Tahoe LLC and Big Water Investments

This has been corrected on the application.

4. Supplemental information (Page 7, #3) involving the square footage of disturbance is inconsistent with Page 2, Project Area Calculations. Please clarify.

It appears that this concern is referencing the disturbance area in question #3 of the grading SUP supplemental information against the total parcel area. If that is the case, these two will not be the same as the 100% of the parcel area is not being graded.

5. Identify variance requests for proposed project retaining walls including, but not limited to, location, height, type, setback, and terracing.

The sections of code where variance or director's modification would be necessary are identified within the project narrative in the Project Request section.

6. Application states that retaining walls will vary between 5 and 55 feet in height (page 8, #12) a. Please note that the Variance (WPVAR21-0001) for 110.438.35(a)(4) and 110.438.45(c) was specific to the 15-foot retaining wall for snow storage along the Lake View to Stateline Connector (west side) and did not include any additional retaining walls. Any **additional retaining walls over the 10' allowance will require a request to be varied.**

The wall that was previously approved with the Lakeview/Stateline connector is expected to be slightly taller than 10-feet with our most recent grading efforts. As such, we have included this wall to a maximum height of 15-feet with this application.

7. Call out where the retaining walls will be temporary, permanent, incorporated into building walls, etc..

This is identified on the updated Preliminary Grading Plan and preliminary construction phasing exhibits have been provided that help note location and intended longevity of the site retaining walls.

Article 424 Requirements.

8. Applicant needs to discuss in narrative form how the project meets the purpose of Article 424, specifically write to each point (a through h)

This review has been added into the project narrative within the Legal Finding Review and Code Considerations section of the document.

9. Applicant needs to discuss in narrative form how the project meets Section 424.35 (a)(1-7)

Responses to each of these items is provided in the updated Project Narrative in the final section (Legal Findings Review and Code Considerations).

Article 438 Requirements

Grading will need to meet Article 438, or the applicant will need to request to vary multiple standards, and provide staff with the justification for why it is necessary.

1. Applicant will likely need to vary the following standards.

- a. 110.438.35(a)(4)
- b. 110.438.45(c)
- c. Potentially 110.438.45(a) (or clarify that the grading will meet the 3:1 requirement within the application)
- d. 110.438.45(b)
- e. 110.438.45(g)
- f. 110.438.45(h)
- g. 110.438.45(i)

110.438.35(a)(4) is under the major grading thresholds section and I thought that was directly covered under the SUP. However, if it needs to be viewed as a variation that is fine. Each of the other listed is covered within the Project Request section of the project narrative. Additionally, 110.438.45(f) was added as it was foreseen that the Wellness Way property line that will be established would likely be treated as a rear or side-yard and it is likely that a necessary wall in this area could exceed the 8 foot threshold.

Additional Information Requested to assist North Lake Tahoe Fire Protection District

1. Additional clarification of turning radii of temporary road to Wassou as well as Wassou to Lake View.

The Wassou to Lakeview radius meets the requirement for fire turning. The temporary road to Wassou will be removed as the development phasing plan has been amended to keep the access to Reservoir Road opened and accessible for private and emergency services until the full connection is made to SR 28 through Stateline Drive.

2. Clarification of materials of temporary access road. Last meeting indicated this access may exist through two construction cycles which leads me to believe at least one winter. What is the material and how will it be maintained during adverse weather and what if any safety considerations are being considered.

The temporary emergency access road will no longer be necessary.

3. Clarification/specification of phasing of utilities. Page 5 of the application appears to indicate utilities will be **removed and in some instances relocated as part of the first phase (1e)**. It is NLTFPD's understanding that there are existing water lines along Reservoir as well as through the existing Biltmore property that feed fire hydrants along State Route 28. More information on phasing of the removal/relocation and a "water plan" is required.

Utility relocation plans are provided in Tab B of the application. Additionally, the construction phasing plans provided in Tab C show the timing that the utilities will be relocated and Reservoir Road will be eliminated. The water connection to public fire hydrants will be maintained throughout the project construction phasing.

Our team appreciates the efforts to make communicate this project as clearly as possible. We recognize that such projects are an opportunity to work with all stakeholders to establish a relationship and understanding of the project where all can benefit.

The EKN Development Group, N Consulting Engineers and CFA team hope that these responses and the reference and provided revisions appropriately address your questions and comments from the initial review of this project.

Please feel free to contact Tom Jacobson or me if you have any questions or comments regarding the attached amended application package.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. David Snelgrove', with a long horizontal flourish extending to the right.

R. David Snelgrove, AICP
Planning and Right-of-Way Manager

THE RESORT AT TAHOE AND RESIDENCES

GRADING SUP SUBMITTAL

PREPARED FOR:

EKN TAHOE, LLC

PREPARED BY:



ORIGINAL SUBMITTAL: DECEMBER 8, 2021

UPDATED: DECEMBER 13, 2021
INCORPORATING INITIAL STAFF COMMENTS

**WSUP21-0035
EXHIBIT H**

Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

Project Information		Staff Assigned Case No.: _____	
Project Name: The Resort at Tahoe and Residences Grading			
Project Description: Mass grading of the project site and connector roadways to prepare for the redevelopment of the property. Sections of Article 438 (Grading) and Article 424 (Hillside Development) are included in the consideration with this request along with variation and director's modifications of certain code sections.			
Project Address: 47 Reservoir Road, 101 Lake View Ave, 0 Wassou Road, 5 SR 28, and 0 SR 28			
Project Area (acres or square feet): 11.12 +/- AC (parcel area, plus roadways approved for abandonment)			
Project Location (with point of reference to major cross streets AND area locator): North of State Route 28/Stateline Road intersection.			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
See attached list	11.12		
Indicate any previous Washoe County approvals associated with this application: Case No.(s). AX08-006, VA08-014, WPVAR21-001, and WAB21-0002			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: EKN Tahoe LLC & Big Water Investments LLC		Name: CFA, Inc.	
Address: See Attached Owners Listing		Address: 1150 Corporate Blvd	
Zip:		Reno NV	Zip: 89506
Phone: See Attached	Fax:	Phone: 775.856.1150	Fax:
Email: See Attached Owners Listing		Email: dsnelgrove@cfareno.com	
Cell:	Other:	Cell: 775.737.8910	Other:
Contact Person: See Attached Owners Listing		Contact Person: R. David Snelgrove, AICP	
Applicant/Developer:		Other Persons to be Contacted:	
Name: EKN Development Group		Name: EKN Development Group	
Address: 220 NEWPORT CENTER DR STE 11-262		Address: 220 NEWPORT CENTER DR STE 11-262	
Newport Beach, CA	Zip: 92660	Newport Beach, CA	Zip: 92660
Phone:	Fax:	Phone: 310-776-0621	Fax:
Email: tom@ekndevgroup.com		Email: mike@ekndevgroup.com	
Cell: 480-828-8959	Other:	Cell:	Other:
Contact Person: Tom Jacobson		Contact Person: Mike Jolly	
For Office Use Only			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

The Resort at Tahoe & Residences Owners Listing				
<u>Owner</u>	<u>Site Address</u>	<u>APN</u>	<u>Acreage</u>	
EKN Tahoe, LLC	0 Wassou Road	123-071-04	0.64	
EKN Tahoe, LLC	47 Reservoir	123-054-01	1.00	
EKN Tahoe, LLC	101 Lake View Ave	123-053-04	0.18	
EKN Tahoe, LLC	0 Wassou Road	123-053-02	1.42	
EKN Tahoe, LLC	5 State Route 28	123-052-04	3.23	
EKN Tahoe, LLC	5 State Route 28	123-052-02	0.28	
EKN Tahoe, LLC	0 State Route 28	123-052-03	0.28	
EKN Tahoe, LLC	0 State Route 28	123-071-35	0.45	
EKN Tahoe, LLC	0 State Route 28	123-071-36	0.42	
Big Water Investments, Inc.	1 Big Water Drive	123-291-01	2.77	

Total 11.12

Owners Addresses:

EKN Tahoe, LLC, 220 Newport Center Drive, Suite 11-262, Newport Beach CA, 92660

Big Water Investments, LLC, PO Box 6622, Incline Village, NV 89450

Property Owner Affidavit

Applicant Name: EKN Tahoe LLC

The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF NEVADA)

)

COUNTY OF WASHOE)

I, EBRAHIM K. NAKHJAVANI
(please print name)

being duly sworn, depose and say that I am the owner* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true, and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Building.

(A separate Affidavit must be provided by each property owner named in the title report.)

Assessor Parcel Number(s): 123-291-01, 123-071-04, 35, 36, & 37, 123-054-01, 123-053-02 & 04, 123-052-02, 03, & 04

Printed Name EBRAHIM K. NAKHJAVANI

Signed [Signature]

Address 220 NEWPORT CENTER DR.
SUITE 11-262
NEWPORT BEACH, CA 92660

Subscribed and sworn to before me this
08 day of December, 2021

[Signature]
Notary Public in and for said county and state

My commission expires: 01/25/22



KWANG SOO KIM
COMM. #2229335
Notary Public - California
Orange County
My Comm. Expires Jan. 25, 2022

(Notary Stamp)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this

08 day of December, 2021 by

Ebrahim K. Nakhjavani

proved to me on the basis of satisfactory evidence to be the

person(s) who appeared before me

(Seal)

Signature [Signature]

*Owner refers to the following: (Please mark appropriate box.)

- ☒ Owner
- ☐ Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
- ☐ Power of Attorney (Provide copy of Power of Attorney.)
- ☐ Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
- ☐ Property Agent (Provide copy of record document indicating authority to sign.)
- ☐ Letter from Government Agency with Stewardship

WSUP21-0035

December 2021 EXHIBIT H

Property Owner Affidavit

Applicant Name: EKN Tahoe LLC

The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF NEVADA)
)
COUNTY OF WASHOE)

I, Roger Wittenberg
(please print name)

being duly sworn, depose and say that I am the owner* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true, and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Building.

(A separate Affidavit must be provided by each property owner named in the title report.)

Assessor Parcel Number(s): ~~123-291-01~~ 123-291-01

Printed Name Roger Wittenberg

Signed *Roger Wittenberg*

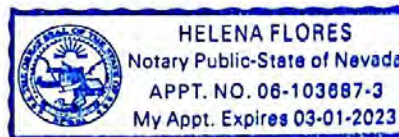
Address PO Box 6622 Incline
Village, NV

[Signature] 89450
(Notary Stamp)

Subscribed and sworn to before me this
10th day of December, 2021.

Washoe - Nevada
Notary Public in and for said county and state

My commission expires: 03/01/2023



*Owner refers to the following: (Please mark appropriate box.)

- ☒ Owner
- ☐ Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
- ☐ Power of Attorney (Provide copy of Power of Attorney.)
- ☐ Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
- ☐ Property Agent (Provide copy of record document indicating authority to sign.)
- ☐ Letter from Government Agency with Stewardship

December 2018

Special Use Permit Application Supplemental Information

(All required information may be separately attached)

1. What is the project being requested?

This application requests a SUP for grading of the project site and approved connector roadways. Review of sections of Article 438 (Grading) and Article 424 (Hillside Development) are included in the consideration with this request. Some Variation from certain code sections is requested along with approval of director's modifications, as applicable.

2. Provide a site plan with all existing and proposed structures (e.g. new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.)

An existing site plan is provided as well as the proposed structures are shown on the Preliminary Grading Plan. These maps are provided in Tab B with this application

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

Due to the shortened construction seasons in the Tahoe Basin, the grading and connector road construction may take a couple seasons to construct.

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

The site is the location of the Tahoe Biltmore Hotel and Casino, which will be entirely demolished. Nearly the entire site has been previously disturbed. The site is currently terraced will be reworked to accommodate the TRPA approved plan for redevelopment, which will include subterranean structures for parking to meet the requirement for concealing or deemphasizing of parking lots.

5. What are the anticipated beneficial aspects or affects your project will have on adjacent properties and the community?

The proposed grading will create the necessary base for the \$600M+/- redevelopment project, which will bring long needed and planned rejuvenation to the Crystal Bay area, inclusive of workforce housing opportunities. Additional, pedestrian safety will be improved with the construction of the connector roadways by provision of pedestrian walkways.

6. What are the anticipated negative impacts or affect your project will have on adjacent properties? How will you mitigate these impacts?

Construction activities will have a temporary impact to access to the neighbors to the north of the project site. Adequate, advanced warnings and acceptable alternative routing will be provided.

7. Provide specific information on landscaping, parking, type of signs and lighting, and all other code requirements pertinent to the type of use being purposed. Show and indicate these requirements on submitted drawings with the application.

This portion of the overall plan will not include these items. A tentative map will cover these items in conformance with the TRPA approved plan following this application.

8. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that apply to the area subject to the special use permit request? (If so, please attach a copy.)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	-----------------------------

9. Utilities:

a. Sewer Service	IVGID
b. Electrical Service	NV Energy
c. Telephone Service	AT&T
d. LPG or Natural Gas Service	Southwest Gas
e. Solid Waste Disposal Service	Waste Management
f. Cable Television Service	Spectrum
g. Water Service	IVGID

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

h. Permit #		acre-feet per year	
i. Certificate #		acre-feet per year	
j. Surface Claim #		acre-feet per year	
k. Other #		acre-feet per year	

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

Existing water rights associated with the Tahoe Biltmore will be used for the new development. Addition water rights will be secured, with the new development.

10. Community Services (provided and nearest facility):

a. Fire Station	NORTH LAKE TAHOE FIRE STATION 13
b. Health Care Facility	Incline Village Health Clinic
c. Elementary School	Incline Elementary School
d. Middle School	Incline Middle School
e. High School	Incline High School
f. Parks	Preston Field & Playground
g. Library	Incline Village Library
h. Citifare Bus Stop	TART Bus Stop 327 @ SR 28/ Stateline Road

**Special Use Permit Application
for Grading
Supplemental Information**
(All required information may be separately attached)

1. What is the purpose of the grading?

The proposed grading will prepare the site and connector roads for the future TRPA approved development known as Boulder Bay.

2. How many cubic yards of material are you proposing to excavate on site?

197,500+/- CY of material is proposed to be excavated.

3. How many square feet of surface of the property are you disturbing?

422,000 +/- SF

4. How many cubic yards of material are you exporting or importing? If none, how are you managing to balance the work on-site?

155,500+/- CY of export material is anticipated.

5. Is it possible to develop your property without surpassing the grading thresholds requiring a Special Use Permit? (Explain fully your answer.)

No. The grading thresholds within the Washoe County Development Code set limits that cannot be met by all but the smallest projects.

6. Has any portion of the grading shown on the plan been done previously? (If yes, explain the circumstances, the year the work was done, and who completed the work.)

The site is entirely disturbed by the Tahoe Biltmore development. Regrading of the site to conform to the redevelopment plan for the site will be necessary but will use the previously disturbed base as the starting point.

7. Have you shown all areas on your site plan that are proposed to be disturbed by grading? (If no, explain your answer.)

Yes. Refer to attached preliminary grading plans.

8. Can the disturbed area be seen from off-site? If yes, from which directions and which properties or roadways?

The disturbed area will be visible from State Route 28 to the south and east of the property. the site will also be visible from the existing adjacent roadways to the north and west. The existing large evergreen trees surrounding the property will minimize visibility from areas that are further from the site.

9. Could neighboring properties also be served by the proposed access/grading requested (i.e. if you are creating a driveway, would it be used for access to additional neighboring properties)?

Yes, the connector roads which have been approved via an abandonment and variance will be constructed which will provide improved and safer vehicular and pedestrian access.

10. What is the slope (horizontal/vertical) of the cut and fill areas proposed to be? What methods will be used to prevent erosion until the revegetation is established?

Slope varies across the site with the re-terracing. The use of re-vegetation and other appropriate BMP erosion control methods approved by Washoe County and TRPA will be implemented.

11. Are you planning any berms?

Yes	No <input checked="" type="checkbox"/>	If yes, how tall is the berm at its highest?
-----	--	--

12. If your property slopes and you are leveling a pad for a building, are retaining walls going to be required? If so, how high will the walls be and what is their construction (i.e. rockery, concrete, timber, manufactured block)?

Retaining walls will range between 5 and 55 feet at the highest.

13. What are you proposing for visual mitigation of the work?

Screened construction mitigation fencing. Ultimately a redevelopment project will be built on the site with full landscape.

14. Will the grading proposed require removal of any trees? If so, what species, how many and of what size?

Tree removal on site is planned to be as minimal as possible. However many of the trees interior to the site will need to be removed due to future grade elevations

15. What type of revegetation seed mix are you planning to use and how many pounds per acre do you intend to broadcast? Will you use mulch and, if so, what type?

Revegetation mix will be per approved TRPA standards.

16. How are you providing temporary irrigation to the disturbed area?

No temporary irrigation is proposed as the re-vegetation areas will be implemented as the winter months approach and irrigation is typically shut off due to freeze concerns.

17. Have you reviewed the revegetation plan with the Washoe Storey Conservation District? If yes, have you incorporated their suggestions?

Revegetation requirements will be primarily controlled by requirements from TRPA rules and BMP standards for the Basin.

18. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that may prohibit the requested grading?

Yes	No XXX	If yes, please attach a copy.
-----	--------	-------------------------------

ATTACHMENT A

Project Narrative (Tab A) - Table of Contents

Project Narrative 1

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- Tab B - Engineering Maps and Exhibits & Preliminary Utility Plans
- Tab C – Preliminary Construction Phasing Plans
- Tab D – Approved Abandonment Map w/Existing Utilities, Approved Abandonment Map with New Connector Roadway Alignments, Action Order WPVAR21-0001
- Tab E - Preliminary Drainage Report, Geotechnical Investigation
- Tab F - **Assessor’s Maps, Proof** of Property Tax Payment, CC&R Document #4856409, TRPA approval press release

Project Narrative

Property Location

The Resort at Tahoe and Residences (formerly Boulder Bay) is located on the north side of State Route 28 in Crystal Bay, Nevada at the California state line. The subject property associated with this application request is part of the planned redevelopment of the Tahoe Biltmore property. The majority of this property was recently sold to EKN Tahoe, LLC who is looking to move forward with this long planned, TRPA approved plan. One parcel associated with the grading and future redevelopment plans remains with Big Water Investments until the parcel can be divided to leave at least 1.25 acres as common area with the condominium units that were the first phase of the overall redevelopment project.

The parcels associated with this Grading Special use Permit (SUP) contain a total of 11.12+/- acres. The actual graded area/development area associated with this application request will not include the entirety of these parcels, but most of the land will be regraded and re-terraced to receive the future redevelopment resort and residential project. A list of the parcels owned by EKN Tahoe, LLC is provided in the project application forms.

A vicinity map is provided on page 2 showing the EKN Tahoe, LLC Owned parcels.

Project Background

The redevelopment of the Tahoe Biltmore property was approved in 2011 after a 4-year review process including and environmental impact statement review and approval. After the approval of the plan by TRPA the following statement was made by Joanne Marchetta, the TRPA Director, at that time:

*“With science showing us that we can reverse **the decline of Lake Tahoe’s clarity by encouraging environmental redevelopment of our town centers, the cost of doing nothing is just too high for the Lake... Redevelopment projects like Boulder Bay are an important part of the public-private effort to restore Lake Tahoe.**”*

Multiple application submittals and approvals regarding the property have occurred over the past 15+/- years through Washoe County and TRPA and it has been questioned why the project has not yet moved forward. The only outwardly visible improvements that have occurred are the 18-unit condominium project and park area, north of the primary project site. However, it should be noted that subsurface, stormwater improvements have been made that will help to facilitate the grading and future vertical construction that are not in the first steps of review with this application. The abandonment and variance application relative to the connector roads was approved in June 2021 under WPVAR21-0001 and WAB21-0002 providing the needed alignment to prepare specific grading for the connector roads and main site of the project. The

THE RESORT AT TAHOE AND RESIDENCES

GRADING SPECIAL USE PERMIT

properties associated with the project were sold to EKN Tahoe, LLC, in late summer of 2021. EKN is a well-resourced and capable development company that will bring the final project forward.

Redevelopment of the site as approved by TRPA will bring significant benefits that include enhancements to environmental controls of stormwater runoff, pedestrian safety through sidewalks, and pathways around and through the future development and workforce housing opportunities along with the luxury hotel, restaurants, casino and condominium units.

The requested mass grading special use permit request is the next step in the overall development path that will allow for the project to energize in its movement forward. A tentative map request will follow this grading Special Use Permit (SUP) to obtain Washoe County approval of the building and grounds construction that will round out the project. That Tentative Map request will need to remain in substantial conformance with the previous TRPA approval or it would need to go back through the review process. The project applicant is meeting, regularly with TRPA and plans to continue to do so through the life of the project to assure that the project and work to be performed do remain in substantial conformance with the existing approval.



Project Request

Requested with this application is a special use permit for mass grading of this existing, previously developed, graded, and terraced Tahoe Biltmore site and areas surrounding for approved connector road construction. Consideration of necessary variations and modifications to some of the grading standards is required and identified in the text, below. The site may also need review under the hillside ordinance (Article 424). There is a justification for waiving this review due to the project being within the jurisdiction of the TRPA. Finally, a request is made for a waiver from the requirement for temporary irrigation on revegetation areas. The rationale for this waiver allowance is provided, below.

The grading efforts proposed include preparing the site for the future, TRPA approved redevelopment project, which had been known as Boulder Bay. The proposed work includes the excavation and re-terracing of the site to ready the interior of the property for future subterranean parking structures and buildings. Additionally, the grading necessary for construction of the connector roadways is also included under this application request.

The thresholds for special use permit review under Article 438 (Grading) include the following:

110.438.35 (a)(1) – Grading on slopes less than or flatter than 15%

Area - (i)(C) – Grading of an area of more than four (4) acres on a parcel of any size – considers that the site is connective and all of the associated parcels work as one.

Most of the subject property will require grading for the connector roads and the future redevelopment project. The 4-acre threshold is crossed with this 11.12 acre site.

Volume (ii)(A) – Excavation of five thousand (5,000) cubic yards or more whether the material is intended to be permanently located on the project site or temporarily stored on a site for relocation to another, final site.

The overall volume of cut on the site in areas of 15% or greater slopes will exceed 5,000 CY.

110.438.35 (a)(2) – Grading on slopes of 15% or greater (steeper)

Area – (i)(C) – Grading of more than two (2) acres on any size parcel – considers that the site is connective, and all of the associated parcels work as one.

Most of the subject property will require grading for the connector roads and the future redevelopment project. The 2-acre threshold is crossed with this 11.12 acre site.

Volume (ii)(A) – Excavation of five thousand (1,000) cubic yards or more whether the material is intended to be permanently located on the project site or temporarily stored on a site for relocation to another, final site.

The overall volume of cut on the site in areas of 15% or greater slopes will exceed 1,000 CY.

110.438.35(a)(3) – Any driveway or road that traverses any slope of thirty (30) percent or greater (steeper) *The connector roadway and Wellness Way that have been approved for general alignment will cross areas steeper than 30% slopes. As such, this section will need consideration.*

110.438.35(a)(4) – Grading to construct a permanent earthen structure greater than four and one-half (4.5) feet in height within the required front yard setback or greater than six (6) feet in height on the remainder of the property. The height of an earthen structure is measured from existing grade at the time of permit issuance

This section of code will be exceeded with the proposed grading. By placement within the code, it appears that this is strictly a special use permit consideration, but county staff may deem that it needs to be considered under a variation from standards. The cut and fill map, provided in Tab B has been developed to provide these height thresholds.

Variation to Certain Standards relating to 110.438.45 Grading of Slope

In addition to the listed code sections under 110.438.35 Major Grading Permit thresholds, the following sections of code section 110.438.45 will be need consideration for justified variation consideration or **director's modification** as part of this application request.

a. 110.438.45(a) Grading shall not result in slopes in excess of, or steeper than, three horizontal to one vertical (3:1) except as provided below:

(1) Storm drainage improvements.

(2) Cut and fill slopes less than thirty (30) inches in height.

(3) Cut slopes proposed to be located behind civic, commercial and industrial buildings, when the cut slope is shorter than and substantially screened by the proposed building.

Such slopes are subject to approval of a Director's Modification of Standards by the Director of Community Development.

(4) The County Engineer may waive this requirement for up to fifteen (15) percent of the length of the cut and/or fill where the presence of rock or, in his determination, other practical hardships exists

Grading of the connector roads necessitates that walls and steeper slopes (steeper than 3:1) in some cases be incorporated to minimize overall disturbance and impact on the adjacent land by limiting the grading footprint. It should be noted that the areas where such grading will occur will be uphill from the future buildings of the project and will be wholly or predominately screened by those future buildings. As such, it can be determined that exception #3 may be applicable, but if it is determined by the County that such exception cannot be made at this point, it is requested that this code section be considered as part of the review within this application request for variation from standards.

110.438.45(b) Within the required yard setbacks fills shall not differ from the natural or existing grade by more than forty-eight (48) inches (see Figure 110.438.45.1)

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This threshold will be exceeded in many areas of the site. The benefit of exceeding this allows for the development to efficiently provide for subterranean parking levels on the site to help meet the Tahoe Area Plan goal of deemphasizing parking areas.

110.438.45(c) Finish grading shall not vary from the natural slope by more than ten (10) feet in elevation. Exposed finish grade slopes greater than ten (10) feet in height may be allowed upon the **approval of a director's modification of standards by the Director of Community Development** upon recommendation by the County Engineer

The project cut and fill map has been prepared to provide a threshold of 10-feet specifically for this standard. The threshold of a 10-foot variation between existing and finish grade will be exceeded with the proposed grading. Some of the areas where the difference is the greatest are in association with the connector roads and the adjacent land transition for receipt of the future buildings.

110.438.45(f) Within the side and rear yard setback areas of any parcel zoned for commercial or industrial use, retaining walls are limited to a maximum height of eight (8) feet

The perimeter of the final site will be largely made up of front yards after the parcels are consolidated, however the Wellness Way property line will be considered as a side yard. Due to the cross-slope grade the Wellness Way easement will traverse, walls are foreseen to exceed 8-feet within this area to be able to work within the available area and catch grade.

110.438.45(i) Cut and/or fill slopes adjacent to roadways shall be flatter than three horizontal to one vertical (3:1) for the distance of the required American Associates of State Highway transportation Officials (AASHTO) clear zone.

Due to the steep slopes of the Tahoe Basin and the subject site (on the property edges) it is foreseen that this standard will need deviation.

The proposed grading is necessitated by the realigned roadways that were approved as part of the abandonment and variance request in June of 2021. Additionally, the earthwork interior to the site will set the graded foundation for the future, TRPA approved commercial and residential project at this location. It should be noted that this grading SUP estimates earthwork in association with all areas of the site and does not take the exemption for the surface area that will ultimately be under a future building footprints, paved roadways or paved parking lots on natural slopes of less than thirty (30) percent, as is allowed under 110.438.35(b)(2) & (3). As such, this is an worst-case review of overall earthwork that could be considered with the site.

Hillside Development Consideration (Article 424)

The site possesses varied slopes due to its location within a mountainous area. Analysis of the property against the requirements of Article 424 of the Washoe County Code show that the property contains approximately 30% of the site in 15% or steeper slopes. A Slope Analysis Exhibit for the property is

provided in Tab B with this application. A site with approximately 30% of the slopes characterized by 15% or steeper slopes would typically require the review of the project against the Hillside Development standards of the Washoe County Development Code. However, 110.424.05(c) (Application of this Article to the Tahoe Planning Area) **states that “The provisions of this article may be waived by the Director of Community Development in areas under the jurisdiction of the Tahoe Regional Planning Agency (TRPA).” The applicant will leave it up to the Director’s determination as to whether the review of this project should** also consider the Hillside Ordinance standards. Regardless of the determination by the Director, review of the purpose and requirements sections of Article 424 have been provided in the Legal Findings Review and Application Considerations section of this Narrative that would allow for the review through this application process to proceed.

The preliminary grading plan provided with this application identifies that 197,500+/- cubic yards of cut and 42,000+/- CY of fill will be required to appropriately prepare the site for the future redevelopment project as well as the implementation of water quality management improvements that are very important in the Lake Tahoe basin. This leaves a total estimated export volume of 155,500+/- CY of material. The total site disturbance area is 9.7+/- acres. The property owner/project applicant is in process of identifying receiving sites that can accommodate the export material. The overall volume of export material is a function of the mass grading of subterranean elements of the future buildings on the site, which will provide much of the onsite garage structure parking for the future use. This is a key environmental and master plan benefit and directive that this project brings to the area by moving a majority of the project parking spaces below the future structures where they will be concealed and will significantly limit contribution to surface petrochemical runoff issues as compared to an open surface parking lot that is exposed to rain and snow.

Due to the relatively short Tahoe Basin construction seasons (6 ½ months annually, from May 1st to October 15th), it is necessary to get moving quickly on the earthwork to prepare the site for the future project. Most of the fill material that will be necessary in the construction of the connector roads will come from the project site, minimizing truck trips to bring in additional fill that can easily be generated from the site. It is anticipated that the overall construction timeframe necessary to fully grade and construct the connector roads, relocate necessary utilities, and grade the interior of the site to a point ready for continued construction could take up to two (2) construction seasons. A Preliminary Phasing Plan is provided in Tab C with this application that provides a quicker schedule that the developer hopes to be able to meet.

Waiver Request for Temporary Irrigation to Revegetated Areas – Washoe County Code typically requires that temporary irrigation be applied to revegetated areas to help insure stabilization of disturbed areas. However, with the shortened construction seasons, the contractor will be actively working on the site throughout the summer growing months, when irrigation is typically turned on. With the close of construction season in mid-October, this presents the issue of freezing pipes for the irrigation lines that would be necessary on a temporary basis. As such, it is requested that temporary irrigation not be required

with the project and/or an acceptable alternative to dust control and erosion stabilization can occur in conformance with county code and TRPA requirements.

Project Phasing and Area Circulation During Construction

A Preliminary Phasing Plan for construction and access is provided in Tab C of this application package. In general, the phasing plan shows the existing southern connections of Wassou Road and Lakeview Drive remaining open with connectivity to Reservoir Road until the new connector roads, rerouting travel around the overall construction site have been made and are open and usable. At that point utility relocations and connections will have been appropriately rerouted and reconnected to clear the interior project site for full grading work, it is at this point that Reservoir Road can be eliminated.

The timeframes on the phasing plan are optimistic. It could take a couple of the short Tahoe construction seasons to accomplish all that is necessary, but EKN Tahoe is committed to moving as quickly as possible and that review processes and permitting will allow to get the public and private work accomplished.

Connector Roadway Sections

As noted previously, the abandonment of portions of public rights-of-way (portions of Wassou Road, Lakeview Drive and Stateline Drive) were approved by the Washoe County Planning Commission in June of 2021 under WPVAR21-0001 and WAB21-0002. Under that approval, connector road alignments were approved as were maximum grades and widths of these connector roadways. The requirements from that approval will be followed for the ultimate grading and construction of the connector roads.



Development Suitability/Constraints

The Washoe County –Potential Natural Hazards Map contained within Article 220 (Tahoe Area Plan) shows that the subject property and most of the Crystal Bay Tourist Zone area presents minimal potential hazards associated with seismic, hydrologic and slope hazard areas. The copy of the applicable portion of this map provided to the left is verification of this analysis.



Existing Utilities and Relocations

There are existing utilities that cross the site. Coordination with each utility purveyor or agency will be required to determine appropriate realignment of any lines that are needed to continue to maintain existing connections to service the existing areas. Coordination will be required by all parties to relocate utilities to their required locations and maintain optimal service to the surrounding areas and to provide future connections to the proposed redevelopment project.

Master Plan

The subject property is currently identified in the recently updated Tahoe Area Plan to be designated Tourist use. Additionally, the Tahoe Master Plan identifies the subject property to be within the Crystal Bay Tourist Regulatory Zone.

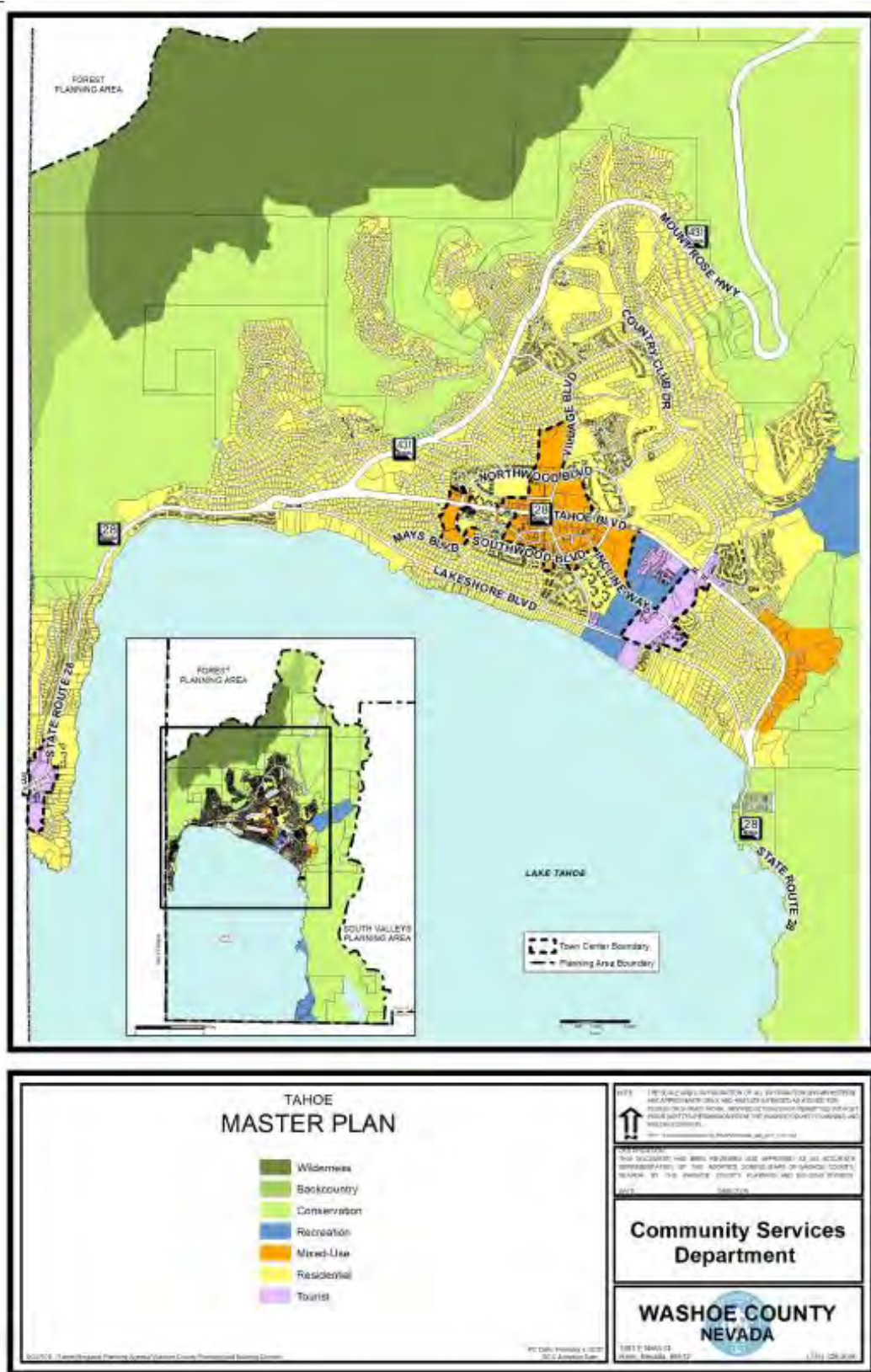
On the following pages, a copy of the Tahoe Master Plan map confirming the property designation of Tourist and a copy of the Crystal Bay Regulatory Zone Exhibit are provided. These maps/exhibits help to confirm the appropriateness of location for the revitalization work that is planned and needed to commence with this grading effort on the property. The Tahoe Area Plan, and the goals and policies contained within the master plan, help direct and are supportive to, the appropriate redevelopment and rejuvenation of the Crystal Bay Tourist area. A couple such examples from the master plan include the following statements, goals and policies:

Policy LU2-7 Crystal Bay Tourist Regulatory Zone Strengthen the regulatory zone's potential as a world class, nationally renowned tourist destination resort. Encourage a wide range of family-oriented entertainment and recreational activities within the Crystal Bay Tourist regulatory zone. Opportunities for retail commercial shopping should also be increased. The provision of childcare facilities is encouraged.

Goal LU6: Strengthen economic activity in Incline Village and Crystal Bay by creating pedestrian-friendly environments in mixed-use and tourist regulatory zones with upgraded aesthetics, architecture, and landscaping. Reduce the visual prominence of parking lots and asphalt.

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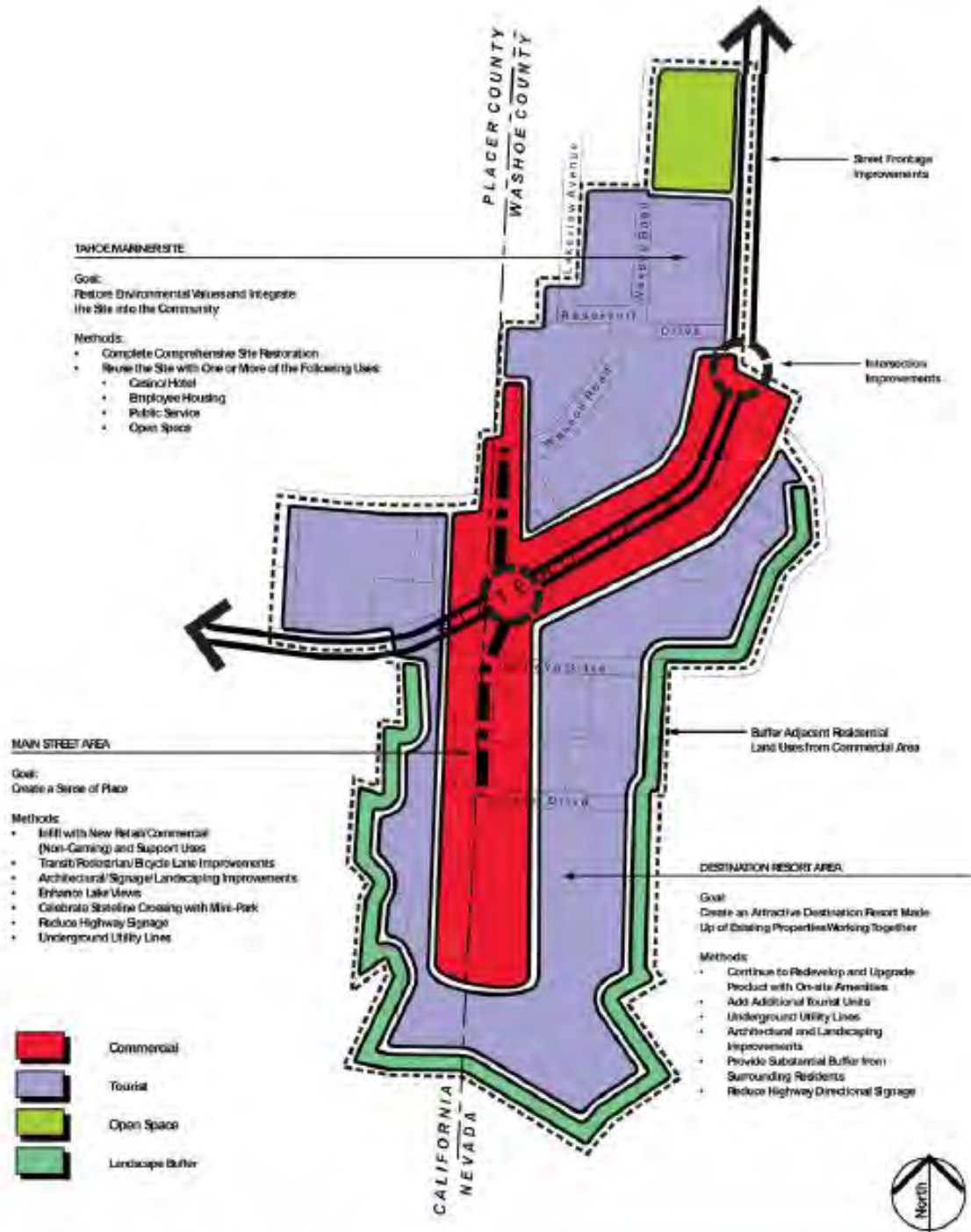
GRADING SPECIAL USE PERMIT



WSUP21-0035
EXHIBIT H

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MAP 2.3. CRYSTAL BAY TOURIST CONCEPT PLAN

Zoning

Consistent with the regulatory zone identified in the Tahoe Master Plan, the area containing the subject properties is also identified to be within the Crystal Bay Tourist zoning designation. The general vision for this area is defined within the Washoe County Development Code, Article 220 (Tahoe Area Plan) as follows:

“The vision for the Crystal Bay Tourist Regulatory Zone is creating a family-oriented destination resort. More emphasis should be placed on the outdoor and on human-scaled design. More priority should be given to pedestrians. This can be achieved through increasing the amount of green space, placing sidewalks and benches throughout the plan area, and reducing emphasis on the auto. A pedestrian oriented main street connecting the casinos will also help create a pedestrian friendly environment and increase opportunities to be outdoors. Providing a range of entertainment and recreational activities for families, as well as needed support services such as childcare, will improve the area’s competitive advantage in the resort market.”

Below are the specific special policies associated with the Crystal Bay Tourist Regulatory Zone. It should be noted that relative to the proposed special use permit for grading to prepare the site for the future redevelopment project, none of the policies present a particular challenge to this needed first step of the construction process, Policy b addresses the need to address the existing location and safety associated with Wassou Road, where it currently is practically collocated with the Tahoe Biltmore parking lot. The grading efforts proposed with this application include the previously approved realignment and abandonment of this existing unsafe roadway configuration.

Section 110.220.140 Crystal Bay Tourist Regulatory Zone Special Policies. The following special policies will be implemented in the Crystal Bay Tourist Regulatory Zone.

- (a) The Crystal Bay Tourist Regulatory Zone includes the following special designations as defined in TRPA Code of Ordinances Section 11.6.3, *Special Designations*:
 - (1) Preferred Affordable Housing Area
 - (2) Scenic Restoration Area
- (b) Wassou Road should be clearly defined and delineated as separate from the Biltmore parking lot.
- (c) Protect and enhance views to the lake from the commercial areas
- (d) Notwithstanding the setback standards in Section 110.220.55, any structure with an existing non-conforming setback from a property line that runs concurrent with the state line may maintain such existing non-conformity as part of a reconstruction or redevelopment project.

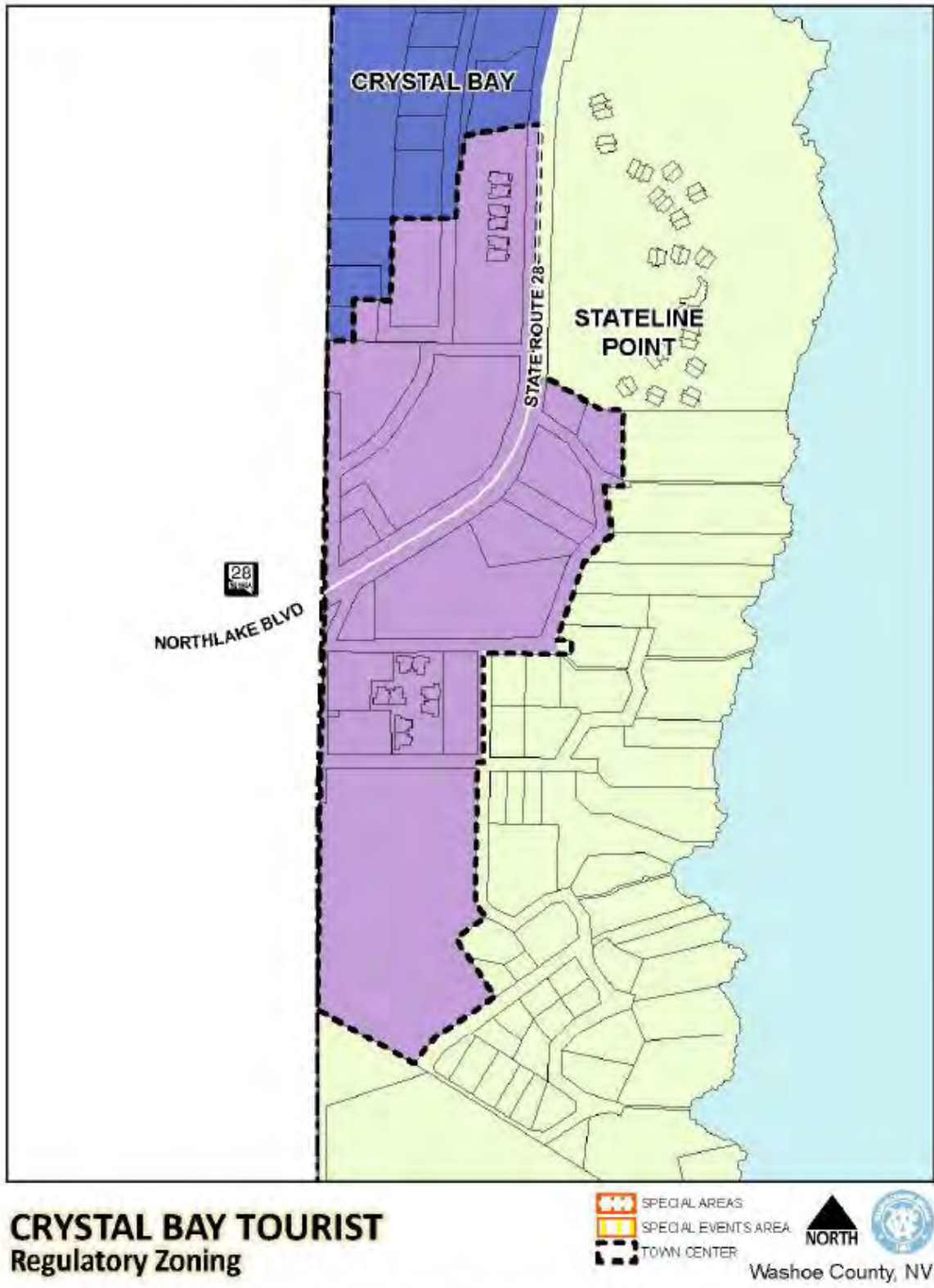


Figure 110.220.04 Crystal Bay Tourist Regulatory Zone Location Map

Existing Conditions – Site Photos

Following are photos around the perimeter of the project area. These photos show the existing development, which will be demolished prior to the commencement of the grading effort. Additionally, these photos help to show the existing terracing of the site, which is proposed to be reworked to receive the redevelopment project that will follow and has already been approved by the TRPA through a thorough process.



View from the intersection of Stateline Drive and SR 28. Existing Tahoe Biltmore main structure can be seen in the foreground, right side of the photo. Slope of the site can be noted looking up Stateline Drive on the left side of the photo.

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View of the existing slope at the northwestern corner of the site (terminus of Stateline Drive). At the top of the slope the current intersection of Reservoir Road and Lakeview Drive is situated. The photo is taken in the orientation of the approximate future alignment of the Lakeview/Stateline connector road.



View to the southeast from the current terminus of Stateline Drive. Steps in the existing site can be seen with the main Tahoe Biltmore structure in the background of the photo.



Panoramic view along the frontage of State Route 28 viewing the existing frontage of the northern portion of the project site.



View of the existing privately held park facility at the north end of the project site where temporary stockpiling of material is proposed to occur during construction. The park improvements will be covered and protected and will be restored at the completion of need for the area for construction related purposes.

Legal Findings Review and Code Considerations

Special Use Permit Findings Review

Special Use Permit Findings Section 110.810.30 Findings. Prior to approving an application for a special use permit, the Planning Commission, Board of Adjustment or a hearing examiner shall find that all of the following are true:

- (a) Consistency. The proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the applicable area plan;

The following policies from the Tahoe Area Plan are applicable to the proposed grading effort:

Project T-4: Wassou Road Delineation - Clearly define and delineate Wassou Road as separate from the Biltmore parking lot.

The grading work associated with this application will include the construction of the previously approved connector road realignment that will reroute Wassou Road to an appropriate and safer location without the parking lot conflicts that currently exist and are specifically identified to be corrected.

Policy PSF1-1 Water and Wastewater Services - IVGID will provide water and wastewater service within their service boundary in the planning area. Prior to approval, the infrastructure and resource needs of development will be evaluated by Washoe County and found consistent with all applicable water and wastewater resources and facilities plans.

Discussions with IVGID have commenced regarding the necessary rerouting of the water lines that are associated with the Crystal Bay Water Tank. Acceptable routes for those realigned water lines will be identified with IVGID.

Policy PSF2-1 Coordination - Coordinate the provision of public and private services to enhance public health, safety and welfare, reduce costs of service, and avoid duplication of services

The necessary relocation of utilities that will be accomplished with the grading work will be coordinated with the utility purveyors and agencies and co-location as required and directed by those entities will be accomplished.

Policy PSF3-2 Infrastructure Location - Consider the long-term hazard potential and consequences of service interruption when siting new public facilities and infrastructure.

Work will be done with each utility purveyor or agency to minimize interruptions in service through the needed rerouting of utilities in association with the grading effort for this project.

Policy T3-2 New Curb Cuts on State Route 28 - Prioritize local street access before allowing new curb cuts on State Route 28.

With the completion of the grading work associated with this project, one existing curb cut on SR 28 will be eliminated – Reservoir Road. This curb cut location is required to be eliminated with the NDOT encroachment permit that was issued for the driveway serving the condominium project that we constructed as the first phase of the overall project.

Policy LU6-4 Utilities - All overhead utility lines and poles along State Route 28 and all new connections and lines shall be placed underground. Washoe County should establish a special assessment district, or other means, to implement the undergrounding within the public right-of-way. On-site utilities shall be placed underground as part of project approval. Propane gas tanks should be completely screened from offsite view.

This will be accomplished with the regrading of the site as required by Washoe County and the utility purveyor.

(b) Improvements. Adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven;

The proposed grading SUP will allow for necessary improvements to the area's roadways with the construction of the new/realigned public rights of way (the Wassou/Lakeview connector and the Lakeview/Stateline connector). Utilities that exist along the existing, approved abandonment sections of these roadways will be relocated and improved through new construction.

(c) Site Suitability. The site is physically suitable for the type of development and for the intensity of development;

The Washoe County Development Suitability map shows that the area of the project is largely identified to be within the areas considered to be most suitable for development. An existing, dated and terraced resort with a hotel, casino, restaurants, etc. already exists on the property and will be demolished to make room for a new resort and residential project that has been reviewed and approved through the TRPA process.

(d) Issuance Not Detrimental. Issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area; and

During the construction phase the developer will work to minimize inconveniences but with any development project, there are impacts in association with construction zones or detours that are required for general public safety. However, once the work is complete with the grading the access around the site will be improved with wider roads that are not as steep as many of the existing roads in the area. Additionally, many unsafe downhill, steeply sloped stop conditions will be eliminated through the approved rerouting of Wassou, Lakeview and the elimination of Reservoir Road. As such, the work that needs to be done for grading will provide end result improvements to the area.

- (e) Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

There is not a military installation within close proximity to the site. As such, this policy is not applicable.

Article 424 (Hillside Development) Considerations

Article 424 (Hillside Development) Purpose Section Analysis to Project

The proposed project meets the thresholds of a hillside development as over 20% of the site exists on slopes greater than 15%. It should be noted that this aspect of the review can be waived for projects within the Tahoe Planning Areas, per WCDRC 110.424.05.

(a) Minimizing use of slopes subject to instability, erosion, landslide, flood hazards or drainage problems; *The proposed Preliminary Mass Grading Plan achieves these items by providing the following items:*

- a. Soil Nail Walls for slope/roadways stability*
- b. Providing erosion control methods accepted by TRPA and Washoe County during the construction phases*
- c. Existing off-site drainage facilities shall be protected and maintained during and after construction is completed by following TRPA and Washoe County Regulations.*
- d. On-Site drainage during and after completion shall meet and/or exceed drainage regulations/standards as required and approved by TRPA and Washoe County.*

(b) Minimizing the careless alteration of and disruption to the natural topography and landscape; *The necessary construction of the approved connector road and Wellness Way alignments and to accommodate the TRPA approved project on this site will necessitate significant grading. Grading on the interior of the site is needed to create the below surface parking structures that will help to meet the Tahoe Area Plan objectives of concealing and deemphasizing the automobile and parking areas for this commercial and residential project. The buildings will be placed in a hillside adaptive manner.*

(c) Providing safe and adequate vehicular and pedestrian access to and within hillside areas, including emergency access; *Part of the vision and approval of the Boulder Bay plan by TRPA required that pedestrian access be enhanced through the site. Pedestrian walkways will be provided in an area where no sidewalks or other*

pedestrian specific improvements exist in association with the roadway network. The approved alignment of the connector roads will provide safer vehicular access than exists with the current roadway network by eliminating the existing, steeply sloped downhill stop conditions.

(d) Establishing stormwater runoff and erosion control techniques to minimize adverse water quality impacts resulting from non-point runoff;

*The proposed stormwater runoff collection facilities shall be provided for review and approval by TRPA and Washoe County, prior to construction of proposed storm drain and water quality facilities. See proposed storm drain exhibit provided in Tab B of this application. The project will meet the required **BMP's that are necessary in the Tahoe Basin, per TRPA requirement as it is recognized that the** protection of water quality is significantly important and valued to the property owner/applicant as much as it is the existing residents and visitors to the area.*

(e) Encouraging innovative grading techniques and building design which respond to the hillside terrain and natural contours of the land;

The soil nailing wall system allows for a smaller disturbance footprint than would be typical with most alternative wall systems and brings added visual benefit in that they can be covered with soil at a gentler grade than a stand-alone wall system would provide. With this system of wall, giant screws are drilled through the wall into the bedrock that exists on the uphill side of the wall until the PSI rating of the screw in the bedrock can appropriately maintain the structural stability of the wall. The soil nail walls on the site will be ultimately concealed with future buildings, covered with soil at a gentler grade than the wall presents (3:1 or less, typical) and landscaped to appear as a natural slope area or they may be covered with an application to have certain segments of the wall appear as stacked stone or another aesthetic appearance. The soil nail walls near the future building, which subterranean footprints can be seen on the preliminary grading plan will be concealed by those future buildings and will allow for an appropriate finish floor level of the subterranean parking garages that will be part of the final project plans. Provision of such parking garage facilities will meet the Tahoe Area Plan goals of deemphasizing parking areas. In fact the soil nail wall system will actually go further in that the garage or subsurface level parking will not present the amount of runoff and pollutants as a surface lot would. This is due to the subsurface lot/garage is not being exposed to the rain and snow melt like a surface level lot would be.

This innovative grading technology of use of the soil nail wall systems will indirectly help to better preserve the water quality in Lake Tahoe by allowing for a lower finish floor grade for the subsurface parking garages on the site, which will in turn provide less petrochemical runoff with stormwater leaving the site.

(f) Minimizing impacts on existing trees and vegetation which reduce erosion, stabilize steep hillsides, enhance visual quality, protect water quality and preserve critical watershed recharge areas;

The proposed grading of the site will save all the trees that are able to be saved within the site. However, grading activities will necessitate new elevation levels within most of the interior of the site. There will be some impact to existing vegetation associated with the construction of the new/approved alignments for the connector roads and Wellness Way. Again, any such grading will work to be as low impact as possible for tree removal, but there will be tree loss in association with the proposed work.

- (g) Encouraging the transfer of density to avoid hazardous areas and to protect environmentally sensitive and open space areas; and

Through initial planning and design of the Boulder Bay project, density transfers were previously approved. The site that is included in this application request has been a developed hotel/casino project since 1946 as a development that grew and added new buildings, over time that stepped up the hill in a terraced fashion. The site has been developed as an intensely used and developed site for the past 75 years and redevelopment of this site will not have a detrimental impact on environmentally sensitive and open space areas within the Tahoe Basin.

- (h) Minimizing impacts on prominent ridgelines, significant viewsheds, canyons and visually prominent rock outcroppings which reflect the visual value and scenic character of hillside areas

No ridgelines exist on the project site.

Article 424.35 (Grading and Drainage Standards) Analysis to Project

Section 110.424.35 Grading and Drainage Standards. This section sets forth development standards for grading and drainage of hillside and ridgeline properties. The property does qualify under Washoe County Code for review as a hillside development project with +/-30% of the subject property being characterized by slopes of 15% or greater. It should be noted that the Washoe County Development Code, under section 110.424.05(c) allows for a waiver to be granted for properties under the jurisdiction of TRPA, which this property is. However, for the purpose of transparency, the information typically required regardless of location within Washoe County is provided.

- (a) Grading. These grading standards are applicable to hillside and ridgeline development only if a special use permit for grading is required pursuant to Washoe County Ordinance 811. The following standards are intended to preserve natural topographic features, foster resource preservation, and minimize degradation of the visual character of hillsides:

- (1) Grading shall relate to the natural topography with the natural topography maintained to the greatest extent possible;

The natural topography of the site is terraced from the original development of the Tahoe Biltmore, which began in 1946 and expanded up the hill, over time. The proposed grading presents a grading plan that respects the historical development of the site and will better use split pad/stepped foundation design in the project that was previously reviewed and approved through TRPA than the existing structures do.

- (2) Where alteration to the natural topography is necessary, graded slopes shall be contoured to provide a smooth and gradual transition of grading and natural slopes, while maintaining the basic character of the terrain;

Areas of grade and slope between structures on the site will be graded in a recreated naturalistic appearance to emulate the property surrounding forest and slopes while meeting fire safety access and vegetation separation requirements.

- (3) Standard pad grading or terracing which results in grading outside the building footprint and access area shall be discouraged;

Grading efforts on the site will be concentrated to the building footprint whenever possible. There will be some areas of the site where grading outside of the building footprint is unavoidable and it is

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understood that limited area of such grading could and would be allowed, as justifiable as this standard is only noted to be “discouraged”, not prohibited.

(4) Grading of knolls, ridgelines or toes of slopes shall be rounded to conform with the natural grade and to provide a smooth transition to the natural slope;
No such areas exist on the property. As such, this standard is not applicable.

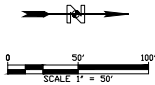
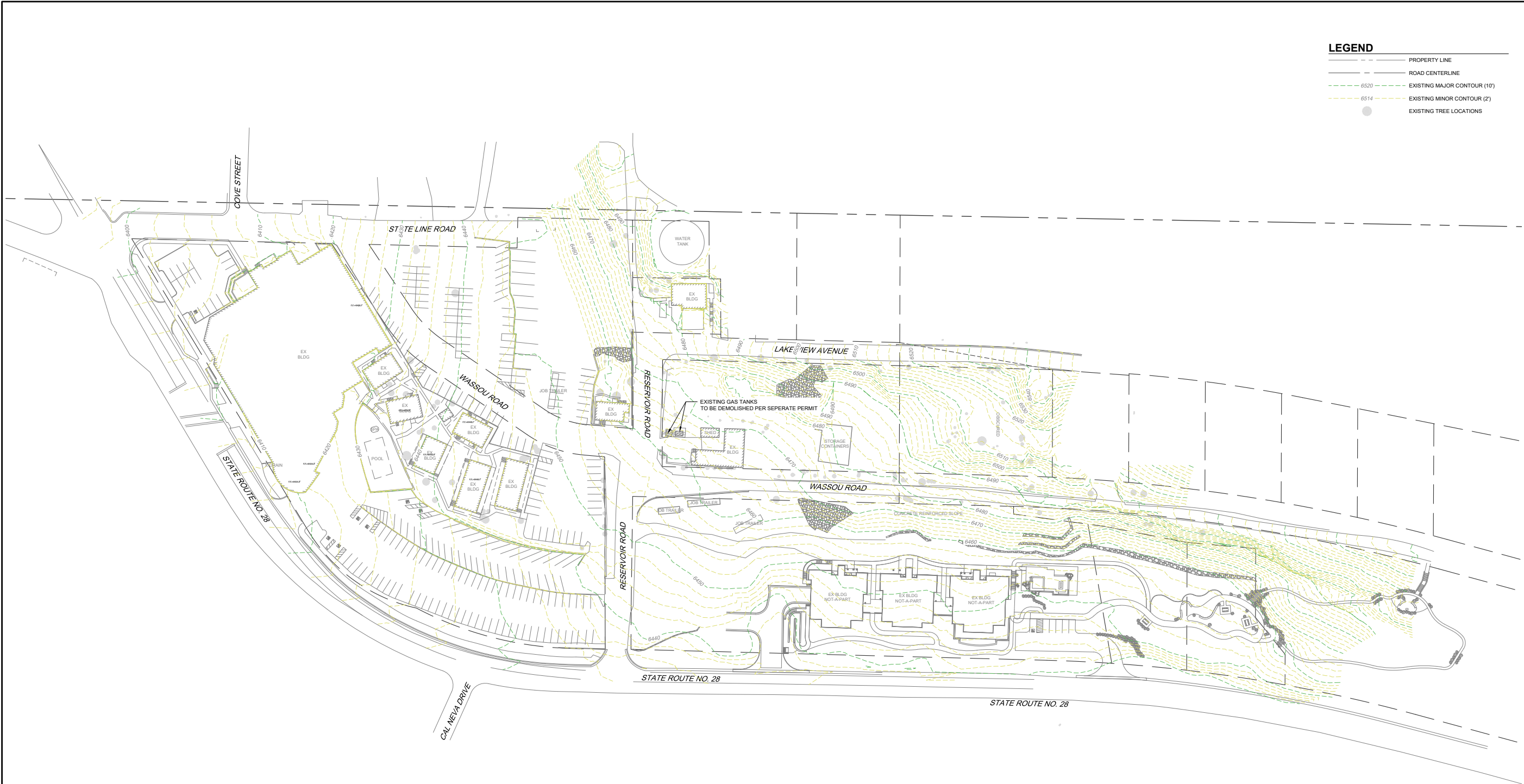
(5) Grading shall create varying gradients in order to avoid a "manufactured" appearance;
This is understood. Grading adjacent to buildings and exposed slopes shall be provided with a natural appearance.

(6) Grading in environmentally sensitive habitat areas shall occur only when necessary to protect, maintain, enhance or restore the habitat; and
No such areas exist on the property. As such, this standard is not applicable.

(7) A slope stability and scarring mitigation plan, certificated by the project engineer, shall be reviewed and approved by the Director of Community Development and the Public Works Department prior to initiation of grading
This will be accomplished.

ATTACHMENT B

NOT FOR CONSTRUCTION



PROJECT ADDRESS: 5 NV-28
CRYSTAL BAY, NV 89402

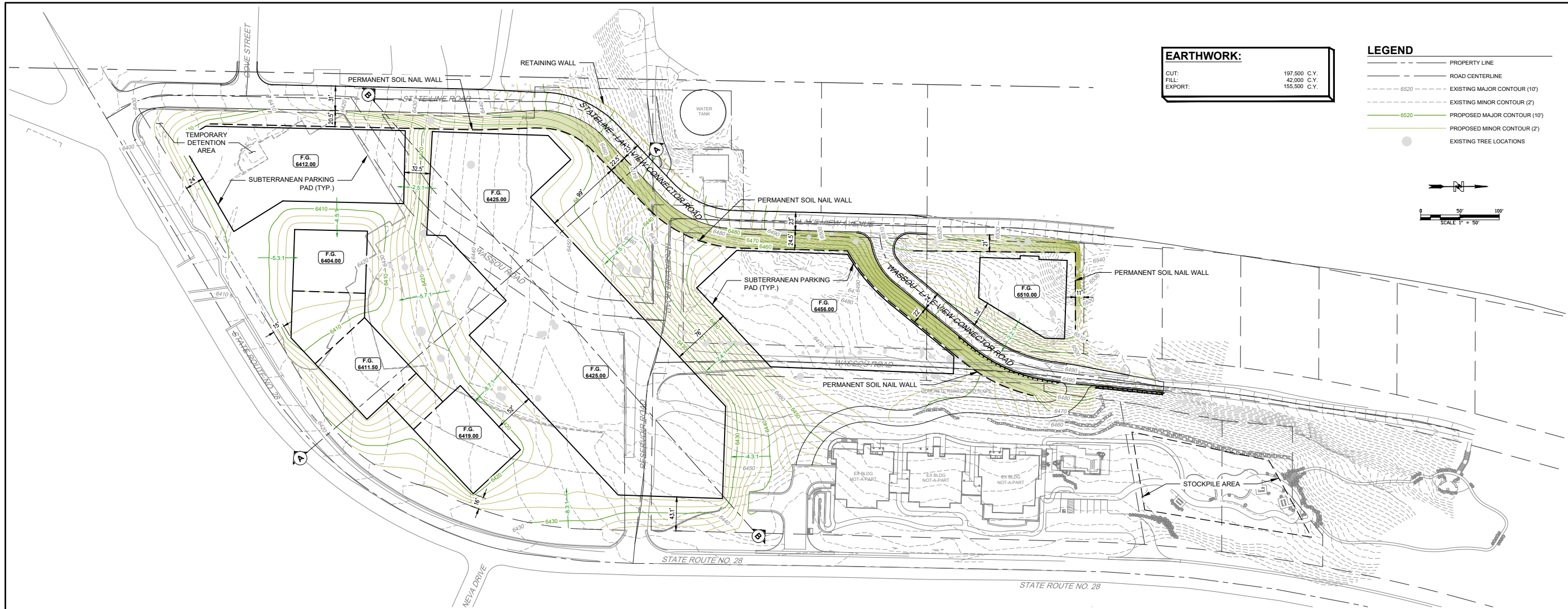
CLIENT: EKN DEVELOPEMENT GROUP
220 NEWPORT CENTER DRIVE, SUITE 11-262
NEWPORT BEACH, CA 92660

SITE: THE RESORT AT TAHOE
AND RESIDENCES
TITLE: **WSUP21-0035**
EXISTING SITE CONDITIONS
EXHIBIT H

DRAWN	SCALE	DATE	PROJECT NO.
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CHECKED	REV	COUNT	SHEET
D.H.K.	----	1 OF 1 SHEETS	SUP01

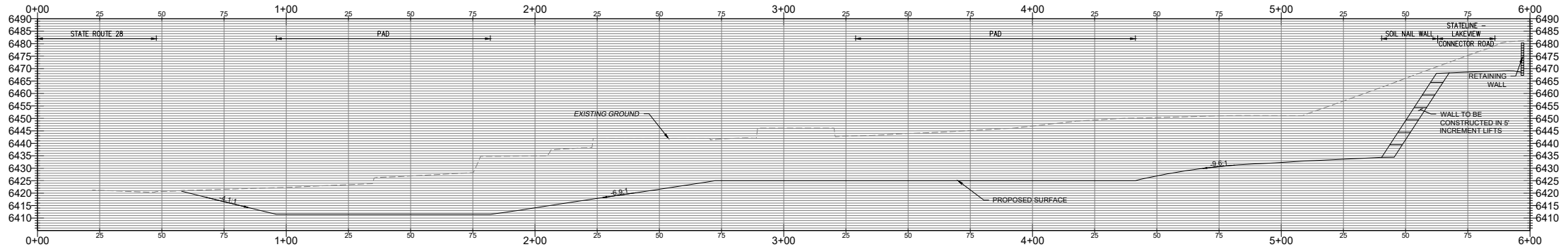
P:\20-014 EKN Lake Tahoe\Drawings\Exhibits\2014sup\EXISTE.dwg Dec 12, 2021 - 1:08pm

NOT FOR CONSTRUCTION

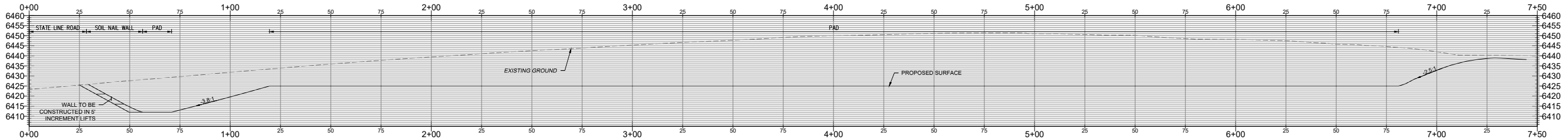


EARTHWORK:	
CUT:	197,500 C.Y.
FILL:	42,000 C.Y.
EXPORT:	155,500 C.Y.

LEGEND	
---	PROPERTY LINE
---	ROAD CENTERLINE
---	EXISTING MAJOR CONTOUR (10')
---	EXISTING MINOR CONTOUR (2')
---	PROPOSED MAJOR CONTOUR (10')
---	PROPOSED MINOR CONTOUR (2')
●	EXISTING TREE LOCATIONS



A PROFILE
H: 1" = 20' | V: 1" = 20'

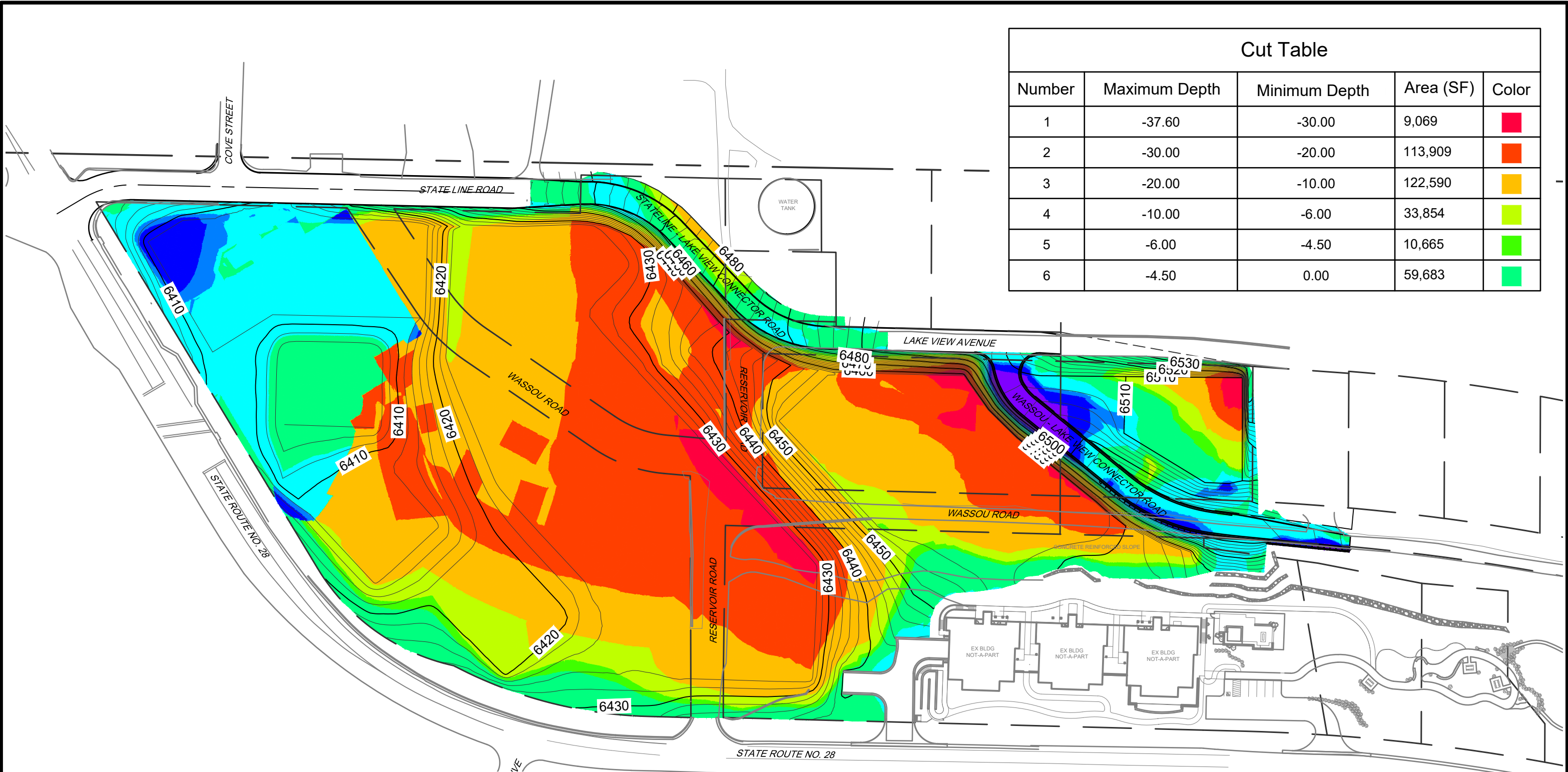


B PROFILE
H: 1" = 20' | V: 1" = 20'

CONSULTING ENGINEERS
4 Park Plaza, Suite 1750
Irvine, CA 92614
PHONE: 949.396.1161
www.nconsulteng.com

ISSUE: ---
PROJECT ADDRESS: 5 NV-28
CRYSTAL BAY, NV 89402
CLIENT: EKN DEVELOPMENT GROUP
220 NEWPORT CENTER DRIVE, SUITE 11-262
NEWPORT BEACH, CA 92660

SITE: THE RESORT AT TAHOE
AND RESIDENCES
TITLE: **WSUP21-0035**
PRELIMINARY MASS GRADING PLAN
DRAWN: S.S. DATE: 12/10/2021
CHECKED: D.H.K. COUNT: 1 OF 1 SHEETS
PROJECT NO: 20-014
SHEET: SUP02



Cut Table				
Number	Maximum Depth	Minimum Depth	Area (SF)	Color
1	-37.60	-30.00	9,069	<div></div>
2	-30.00	-20.00	113,909	<div></div>
3	-20.00	-10.00	122,590	<div></div>
4	-10.00	-6.00	33,854	<div></div>
5	-6.00	-4.50	10,665	<div></div>
6	-4.50	0.00	59,683	<div></div>

Fill Table				
Number	Minimum Height	Maximum Height	Area (SF)	Color
7	0.00	4.50	54,983	<div></div>
8	4.50	6.00	6,112	<div></div>
9	6.00	10.00	7,359	<div></div>
10	10.00	19.90	3,479	<div></div>

CONSULTING
ENGINEERS

4 PARK PLAZA, SUITE 1750
IRVINE, CA 92614
PHONE: 949.396.1161

SITE: THE RESORT AT TAHOE
AND RESIDENCES

PROJECT ADDRESS:
5 NV-28
CRYSTAL BAY, NV 89402

TITLE:
CUT - FILL MAP

DRAWN:
S.S.

CHECKED:
D.H.K.

REV:

NORTH

SCALE 1" = 100'

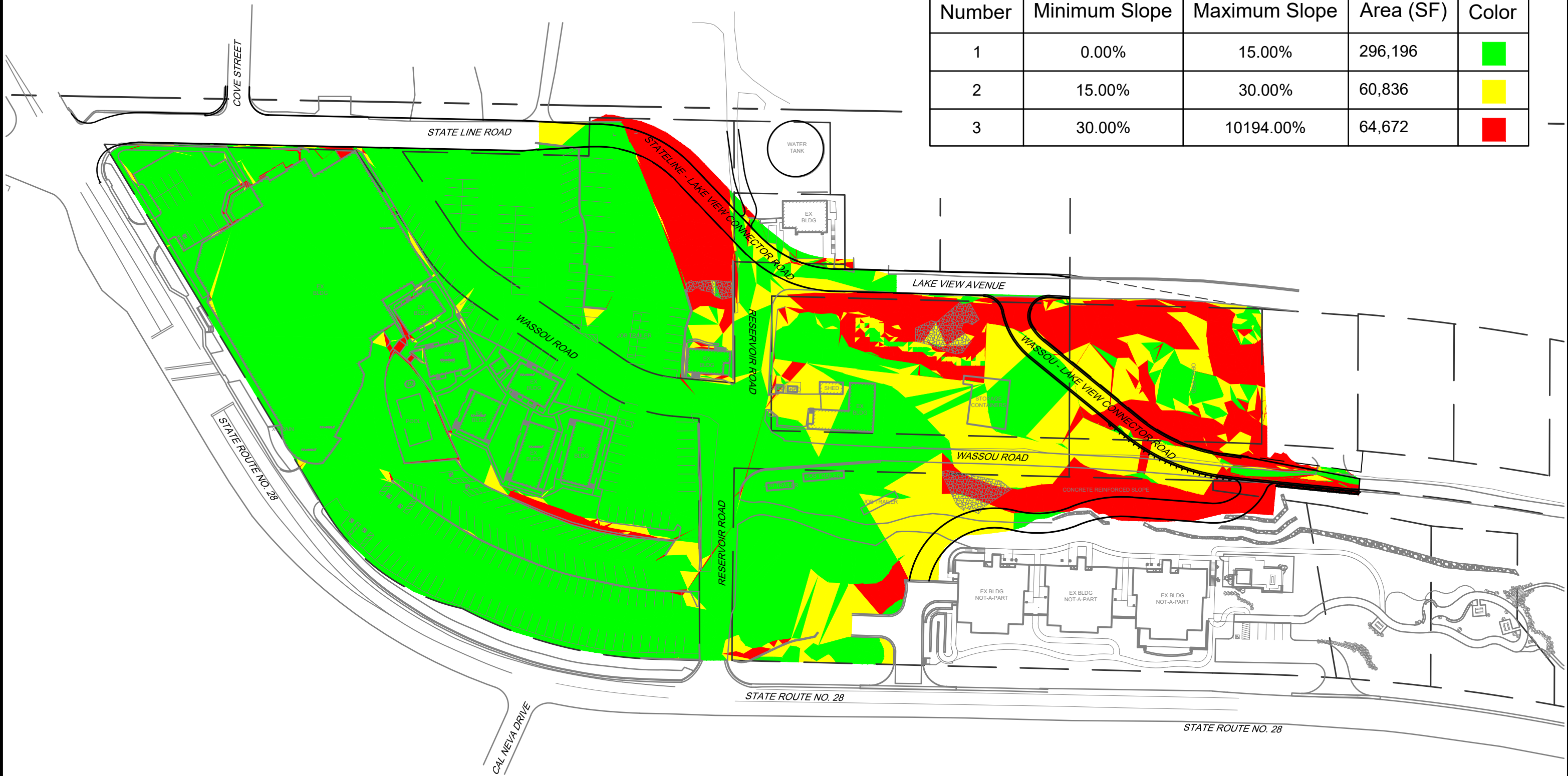
PROJECT NO:
20-014

SHEET:
SUB 04
12/12/2021

WSUP21-00394

EXHIBIT H

Slopes Table				
Number	Minimum Slope	Maximum Slope	Area (SF)	Color
1	0.00%	15.00%	296,196	<div></div>
2	15.00%	30.00%	60,836	<div></div>
3	30.00%	10194.00%	64,672	<div></div>

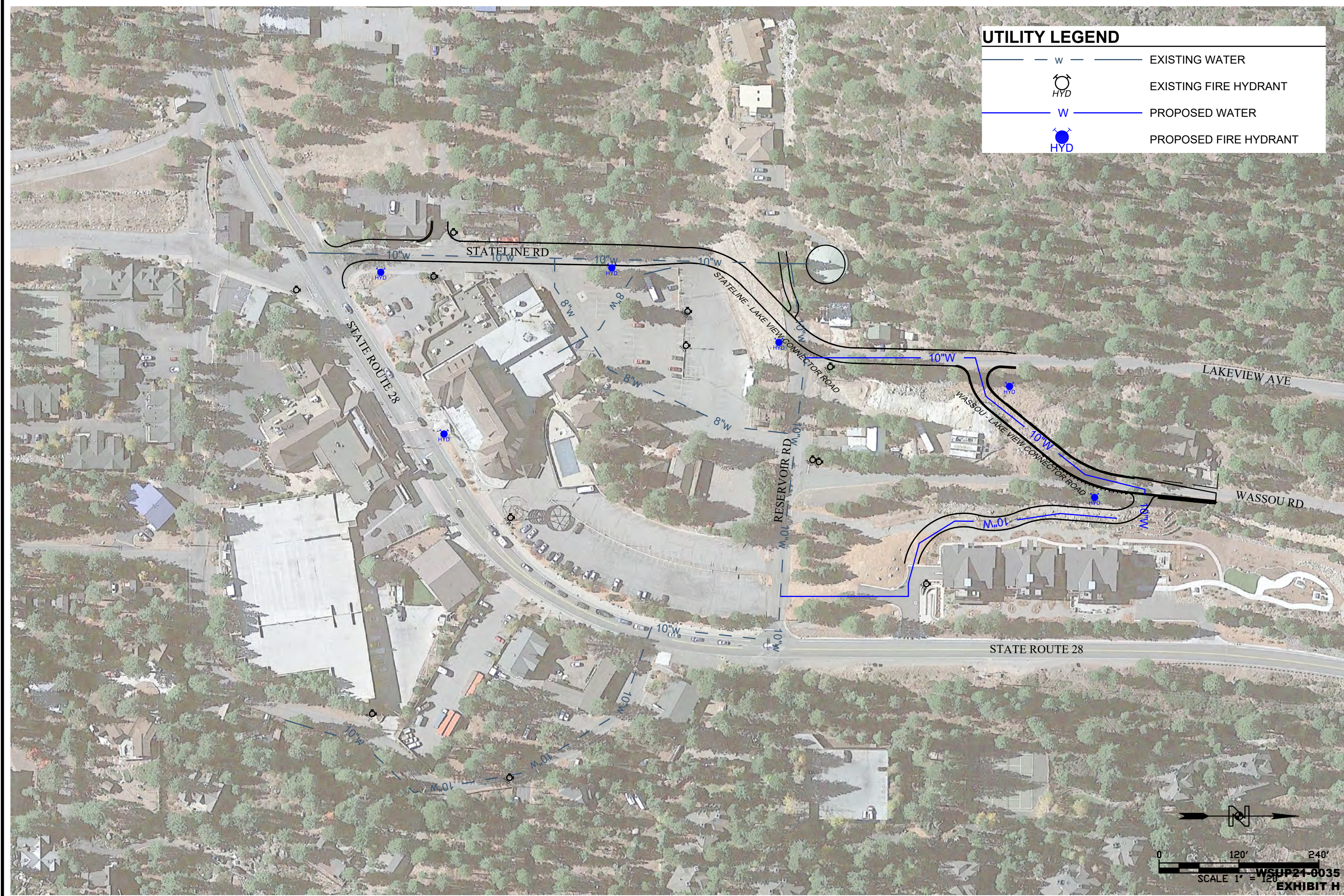


SITE: THE RESORT AT TAHOE
AND RESIDENCES
PROJECT ADDRESS:
5 NV-28
CRYSTAL BAY, NV 89402

TITLE:
SLOPE MAP
DRAWN: S.S.
CHECKED: D.H.K.
REV: ----

NORTH
SCALE 1" = 100'
PROJECT NO: 20-014
SHEET: SUB 3
WSUP21-0035
EXHIBIT H
12/11/2021

UTILITY LEGEND	
	EXISTING WATER
	EXISTING FIRE HYDRANT
	PROPOSED WATER
	PROPOSED FIRE HYDRANT



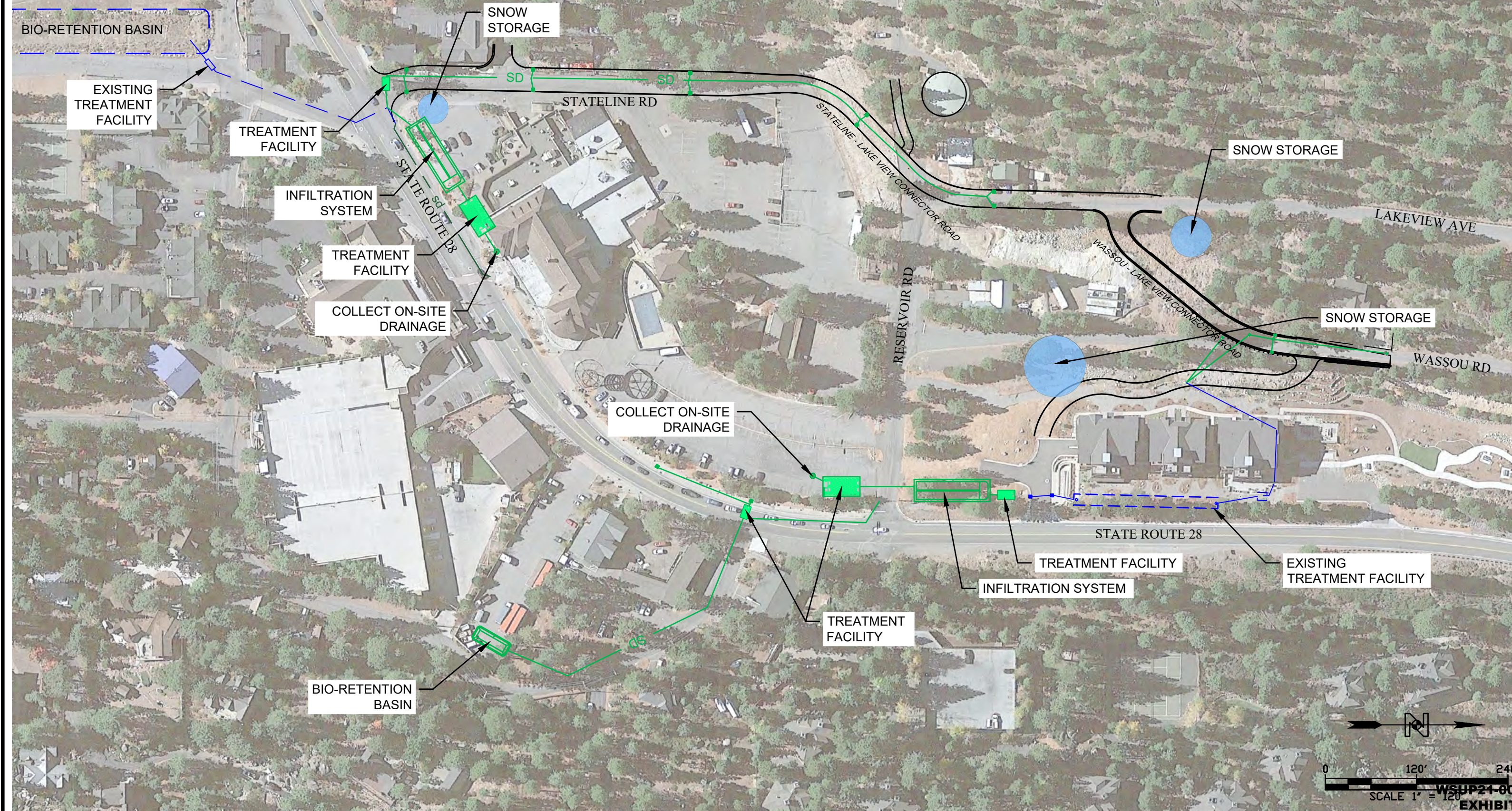
0 120' 240'

SCALE 1" = 120'

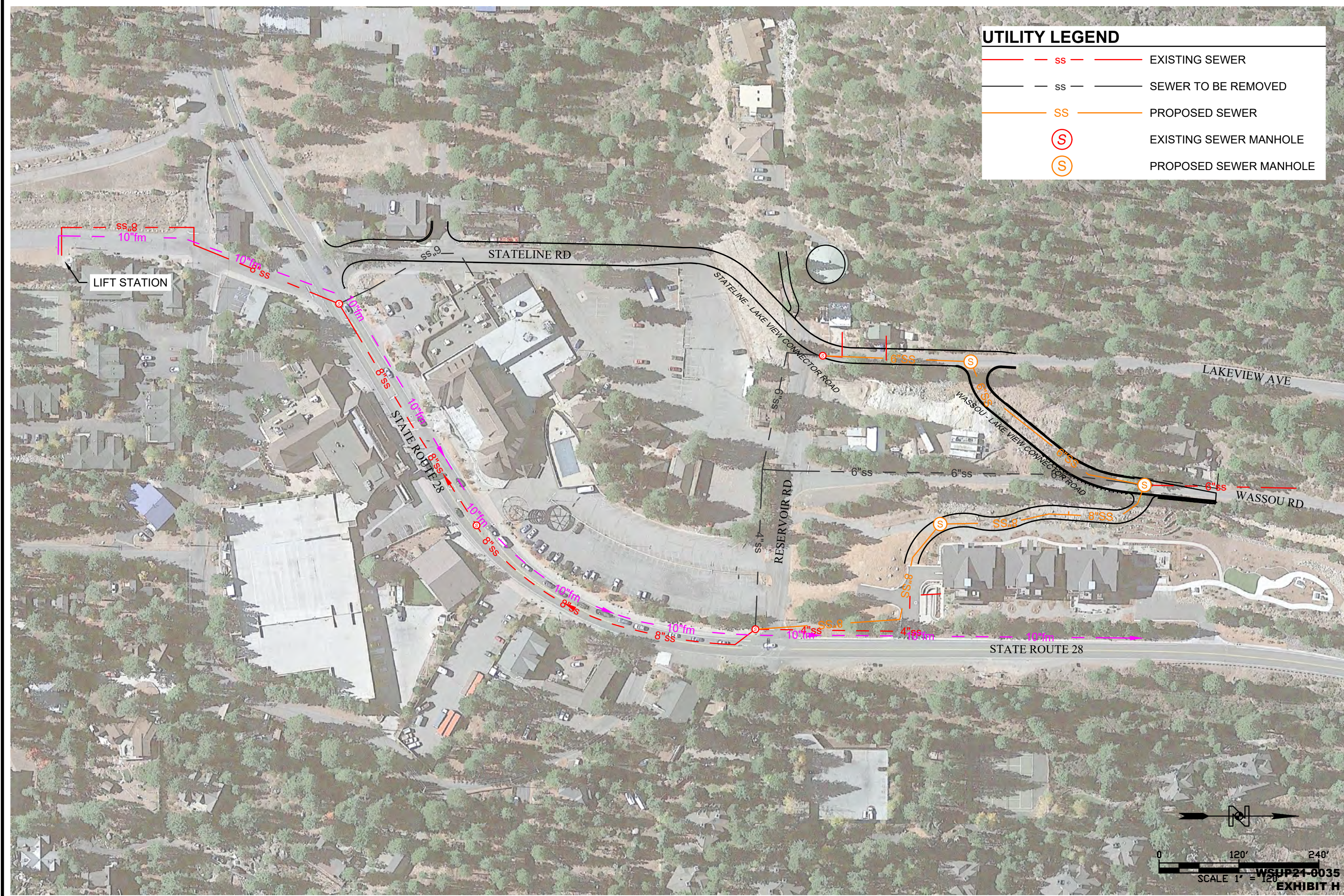
WSUP21-0035
EXHIBIT H

UTILITY LEGEND

- EXISTING STORM STRUCTURE
- SD PROPOSED STORM DRAIN



UTILITY LEGEND	
	EXISTING SEWER
	SEWER TO BE REMOVED
	PROPOSED SEWER
	EXISTING SEWER MANHOLE
	PROPOSED SEWER MANHOLE



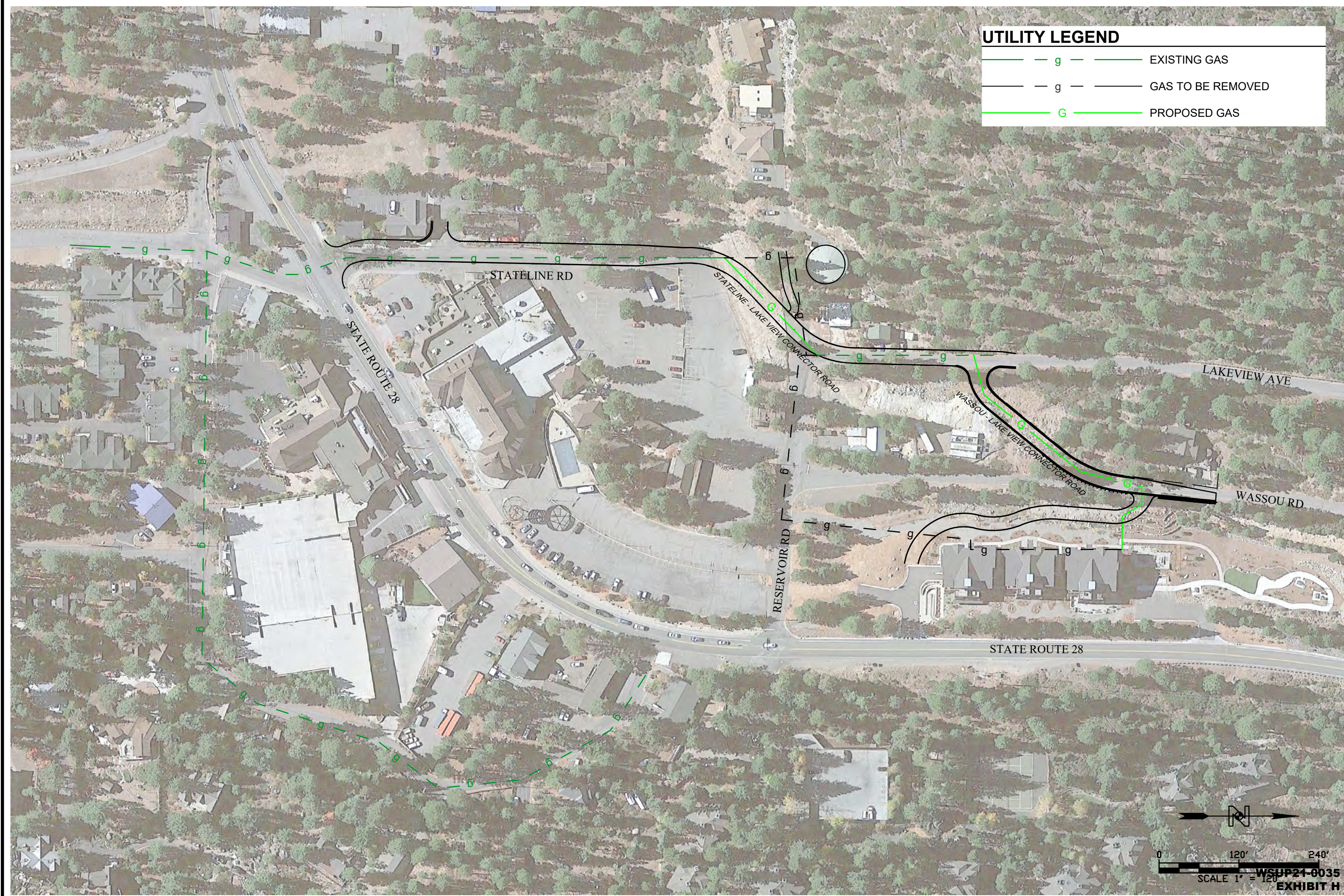
0 120' 240'

SCALE 1" = 120'

WSUP21-0035

EXHIBIT H

UTILITY LEGEND	
	EXISTING GAS
	GAS TO BE REMOVED
	PROPOSED GAS



ATTACHMENT C



STATELINE RD

STATELINE RD

RESERVOIR RD

LAKEVIEW AVE

SR 28 LAKESHORE BLVD

PROJECT SITE
AREA OF WORK

PROJECT SITE
AREA OF WORK

PROJECT SITE
AREA OF WORK

WASSOU RD

PROJECT SITE
AREA OF WORK

RESERVOIR RD

SR 28 LAKESHORE BLVD

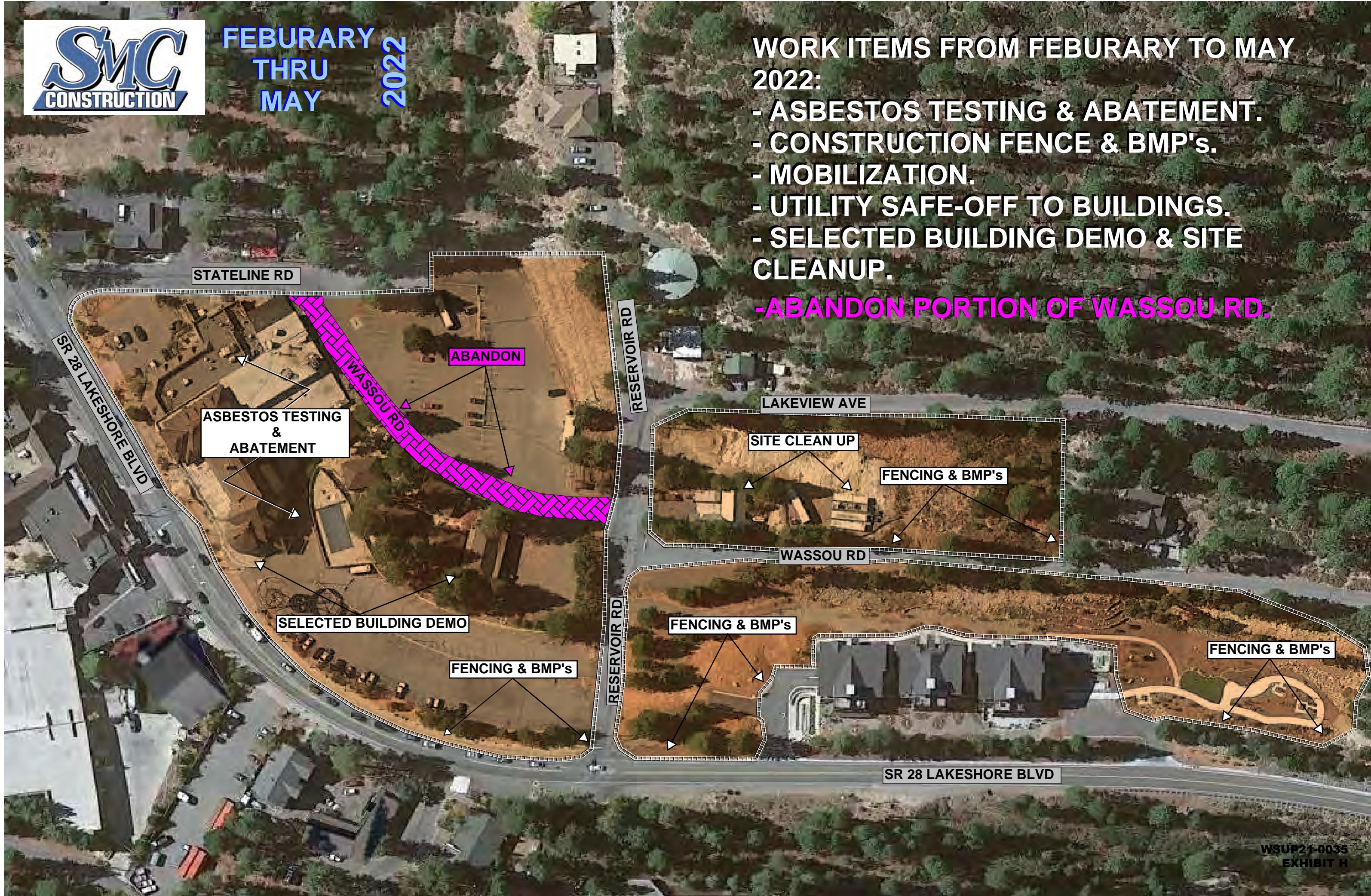


**FEBURARY
THRU
MAY**

2022

WORK ITEMS FROM FEBURARY TO MAY 2022:

- ASBESTOS TESTING & ABATEMENT.
- CONSTRUCTION FENCE & BMP's.
- MOBILIZATION.
- UTILITY SAFE-OFF TO BUILDINGS.
- SELECTED BUILDING DEMO & SITE CLEANUP.
- **ABANDON PORTION OF WASSOU RD.**

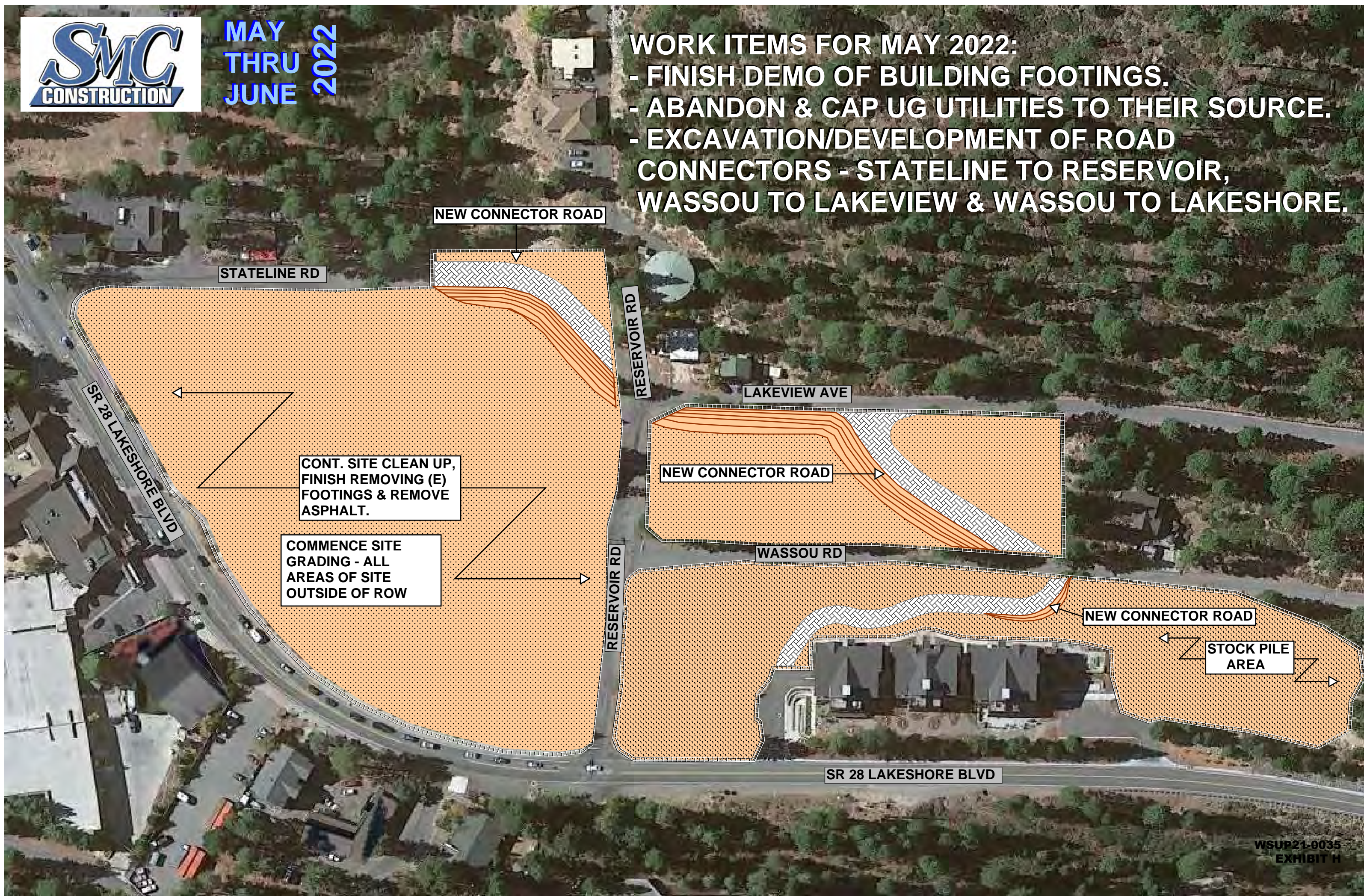




**MAY
THRU
JUNE 2022**

WORK ITEMS FOR MAY 2022:

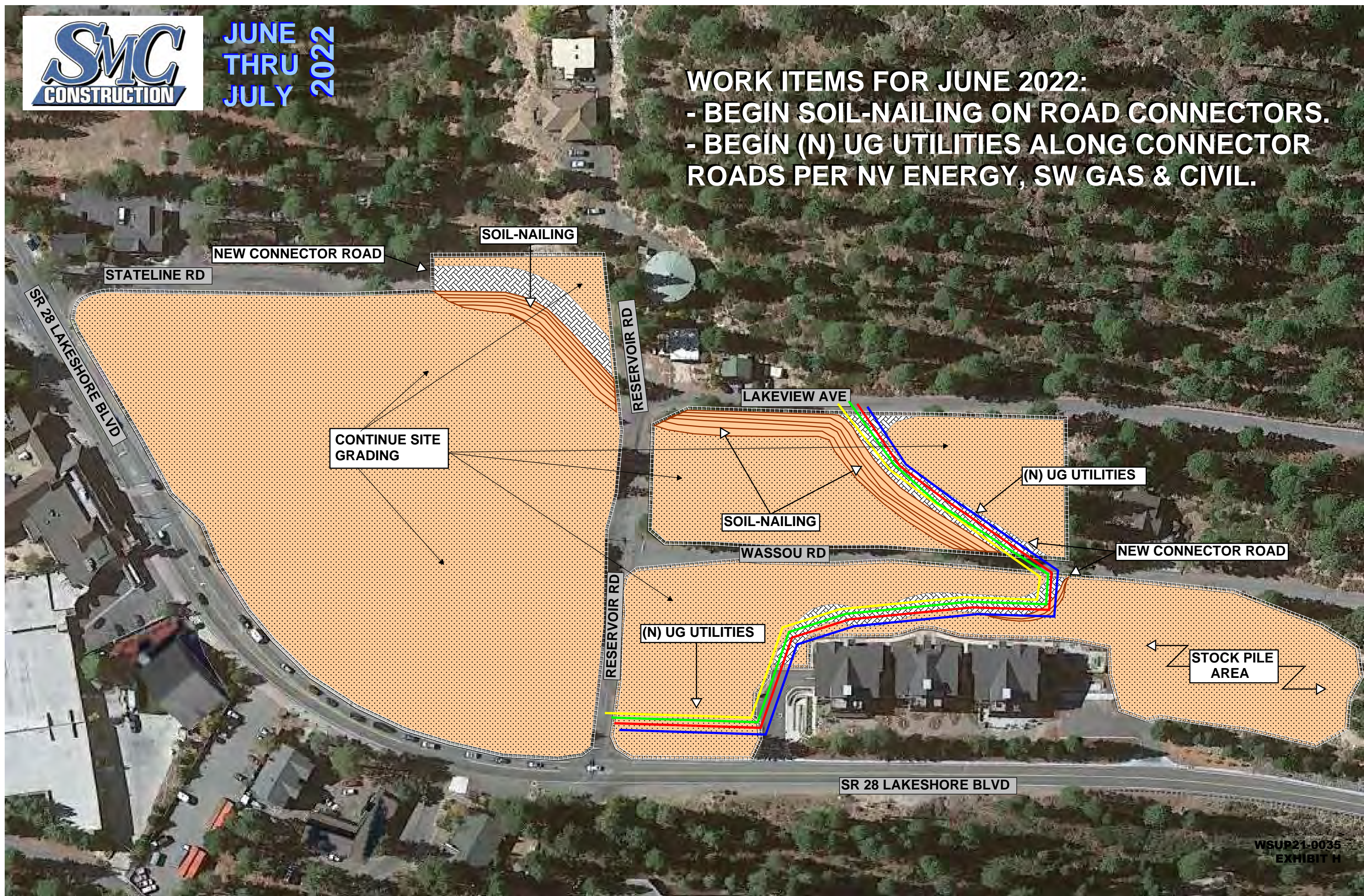
- FINISH DEMO OF BUILDING FOOTINGS.
- ABANDON & CAP UG UTILITIES TO THEIR SOURCE.
- EXCAVATION/DEVELOPMENT OF ROAD CONNECTORS - STATELINE TO RESERVOIR, WASSOU TO LAKEVIEW & WASSOU TO LAKESHORE.





**JUNE
THRU
JULY 2022**

WORK ITEMS FOR JUNE 2022:
- BEGIN SOIL-NAILING ON ROAD CONNECTORS.
- BEGIN (N) UG UTILITIES ALONG CONNECTOR
ROADS PER NV ENERGY, SW GAS & CIVIL.





JULY
THRU
AUGUST 2022

WORK ITEMS FOR JULY 2022:

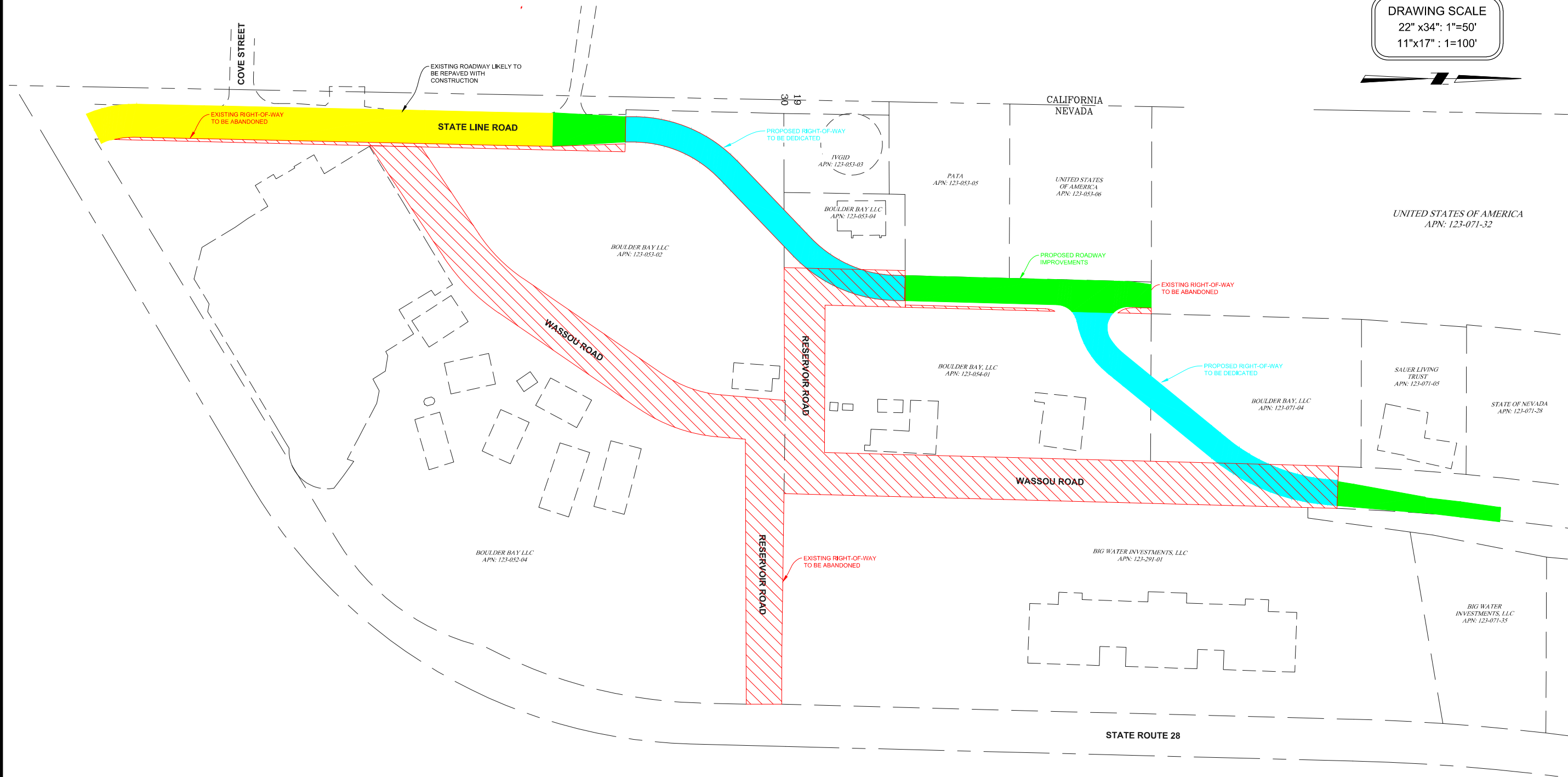
- FINISH UP UG UTILITY TIE-INS & ANY ROAD AC @ CONNECTOR ROADS & OPEN THEM UP TO PUBLIC ACCESS.

- ABANDON PORTIONS OF RESERVOIR RD & WASSOU RD.



ATTACHMENT D

**WSUP21-0035
EXHIBIT H**



X:\PROJECTS\17042.07\DWG\ENGR\SHEETS\EXHIBITS\V-EXHIBIT PROPOSED ROW ABANDONMENTS VS IMPROVEMENTS.DWG <CJAYNES> 4/9/2021 11:09 AM

JOB NO. 17042.07
DRAWN BY CJ
CHECKED BY MKS
SHEET
P21-0035
XHIBIT H
OF



WASHOE COUNTY
COMMUNITY SERVICES DEPARTMENT
Planning and Building Division
Planning Program

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

Planning Commission Action Order

Variance Case Number WPVAR21-0001

Decision: **Approval with Conditions**

Decision Date: June 1, 2021

Mailing/Filing Date: June 4, 2021

Applicant: Boulder Bay, LLC

Property Owner 1: Boulder Bay, LLC
PO Box 115
Crystal Bay, NV 89402

Property Owner 2: Big Water Investments, Inc
PO Box 622
Incline Village, NV 89450

Property Owner 3: United States Forest Service
Attn: Lake Tahoe Basin MGMT Unit
35 College Drive
South Lake Tahoe, 96150

Assigned Planner: Chris Bronczyk, Planner
Washoe County Community Services Department
Planning and Building Division
Phone: 775.328.3612
E-Mail: cbronczyk@washoecounty.us

Variance Case Number WPVAR21-0001 (Boulder Bay) – For hearing, discussion and possible action to vary certain Washoe County Code (“WCC”) Article 436 standards to address Street Design Requirements as allowed under 110.436.15(a). The specific variance request is related to right-of-way width, maximum road grades, street grade at intersections, street curves, vertical curves, and curve separations. The applicant is also requesting to vary WCC Article 438 Grading Standards, specifically, 110.438.35(a)(4) and 110.438.45(c) to accommodate future driveway locations.

- Applicant: Boulder Bay, LLC
- Property Owner 1: Boulder Bay, LLC
- Property Owner 2: Big Water Investments, Inc
- Property Owner 3: United States Forest Service
- Location: 0 State Route 28; 5 State Route 28; 0 Wassau Road; 101 Lake View Avenue; 47 Reservoir Road



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QUALITY
PUBLIC SERVICE

WSUP21-0035
EXHIBIT H

To: Boulder Bay, LLC
Subject: Variance Case Number WPVAR21-0001 (Boulder Bay)
Date: June 4, 2021
Page: 2

- APN: 123-071-04; 123-054-01; 123-053-04; 123-053-02; 123-052-04; 123-052-02; 123-052-03; 123-291-01; 123-053-06
- Parcel Size: 0.64 ac; 1.00 ac; 0.18 ac; 1.42 ac; 3.23 ac; 0.28 ac; 0.28 ac; 2.77 ac; 1.24 ac
- Master Plan: Commercial (C); Suburban Residential (SR)
- Regulatory Zone: Tourist Commercial (TC); Medium Density Suburban (MDS)
- Area Plan: Tahoe
- Citizen Advisory Board: Incline Village / Crystal Bay
- Development Code: Authorized in Article 804, Variances; and 806, Vacations and Abandonments of Easements or Streets
- Commission District: 1 – Commissioner Hill

Notice is hereby given that the Washoe County Planning Commission granted approval with conditions of the above referenced case number based on the findings in accordance with Washoe County Code Chapter 110 (Development Code) Article 804, *Variances*. If no appeals have been filed within 10 calendar days after the Mailing/Filing date shown on this Action Order, the approval by the Washoe County Planning Commission is final. If filed, an appeal stays any further action on the permit until final resolution of the appeal. An appeal shall be filed in accordance with the provisions found in Article 912, *Establishment of Commissions, Boards and Hearing Examiners*, of the Development Code. This decision is based on having made all five findings in accordance with Washoe County Code Section 110.804.25:

1. Special Circumstances. Because of the special circumstances applicable to the property, including exceptional narrowness, shallowness or shape of the specific piece of property; exceptional topographic conditions; extraordinary and exceptional situation or condition of the property and/or location of surroundings; the strict application of the regulation results in exceptional and undue hardships upon the owner of the property;
2. No Detriment. The relief will not create a substantial detriment to the public good, substantially impair affected natural resources or impair the intent and purpose of the Development Code or applicable policies under which the variance is granted;
3. No Special Privileges. The granting of the variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the identical regulatory zone in which the property is situated;
4. Use Authorized. The variance will not authorize a use or activity which is not otherwise expressly authorized by the regulation governing the parcel of property;
5. Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

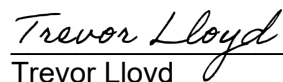
This Action Order is issued subject to the attached conditions and Washoe County development standards. Please contact the planner assigned to your project at the above-referenced phone number within seven days of receipt of this Order to review the steps necessary to satisfy the Conditions of Approval. Any business license, certificate of occupancy or final approval shall not be issued until all of the Conditions of Approval (attached) are satisfied. Additionally,

To: Boulder Bay, LLC
Subject: Variance Case Number WPVAR21-0001 (Boulder Bay)
Date: June 4, 2021
Page: 3

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

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

Washoe County Community Services Department
Planning and Building Division



Trevor Lloyd
Secretary to the Planning Commission

TL/CB/lk

Enclosure: Conditions of Approval

Applicant: Boulder Bay, LLC
PO Box 115
Crystal Bay, NV 89402

Property Owner 1: Boulder Bay, LLC
PO Box 115
Crystal Bay, NV 89402
hbacon@intlsupply.com

Property Owner 2: Big Water Investments, Inc
PO Box 622
Incline Village, NV 89450

Property Owner 3: United States Forest Service
Attn: Lake Tahoe Basin MGMT Unit
35 College Drive
South Lake Tahoe, CA 96150

Representatives: R. David Snelgrove, AICP
1150 Corporate Blvd.
Reno, NV 89506
dsnelgrove@cfareno.com

Action Order xc: Jennifer Gustafson, District Attorney's Office; Keirsten Beck, Assessor's Office; Rigo Lopez, Assessor's Office; Walt West, Engineering and Capital Projects; Dale Way, Truckee Meadows Fire Protection District;

To: Boulder Bay, LLC
Subject: Variance Case Number WPVAR21-0001 (Boulder Bay)
Date: June 4, 2021
Page: 4

Sophia Kirschenman, Parks and Open Spaces; Mark Sullivan, NV Energy; Alex Wolfson, NDOT; Kimberly Felton, Forest Service

Tahoe Agencies: Tahoe Regional Planning Agency, Post Office Box 5310, Stateline, NV 89449-5310; North Lake Tahoe Fire Protection District; 866 Oriole Way, Incline Village, NV 89451-9439; Incline Village/Crystal Bay Citizen Advisory Board; Incline Village General Improvement District, 893 Southwood Boulevard, Incline Village, NV 89451; Nevada Division of Forestry, 885 Eastlake Boulevard, Carson City, NV 89701; Nevada State Lands, Rex Harold, 901 South Stewart Street, Suite 5003, Carson City, NV 89701-5246; USFS, Brian Garrett, Urban Lands Manager, 35 College Drive, South Lake Tahoe, CA 96150



WASHOE COUNTY
COMMUNITY SERVICES DEPARTMENT
Planning and Building Division
Planning Program

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

Planning Commission Action Order

Abandonment Case Number WAB21-0002

Decision: **Approval with Conditions**

Decision Date: June 1, 2021

Mailing/Filing Date: June 4, 2021

Applicant: Boulder Bay, LLC

Property Owner 1: Boulder Bay, LLC
PO Box 115
Crystal Bay, NV 89402

Property Owner 2: Big Water Investments, Inc
PO Box 622
Incline Village, NV 89450

Property Owner 3: United States Forest Service
Attn: Lake Tahoe Basin MGMT Unit
35 College Drive
South Lake Tahoe, 96150

Assigned Planner: Chris Bronczyk, Planner
Washoe County Community Services Department
Planning and Building Division
Phone: 775.328.3612
E-Mail: cbronczyk@washoecounty.us

Abandonment Case Number WAB21-0002 (Boulder Bay) – For hearing, discussion and possible action to abandon Washoe County's interest in 60,291 sf of public right-of-way in accordance with NRS 278.480 and related provisions in the Washoe County Development Code. The roadways where sections are proposed for abandonment are Wassou Road; Lake View Avenue; all of Reservoir Road; and a sliver of Stateline Road. As part of the abandonment, replacement roadway alignments are proposed to perpetuate access. If approved, the County's abandoned interest in this public right-of-way will be transferred to Boulder Bay, LLC, owners of abutting property.

- Applicant: Boulder Bay, LLC
- Property Owner 1: Boulder Bay, LLC
- Property Owner 2: Big Water Investments, Inc
- Property Owner 3: United States Forest Service
- Location: 0 State Route 28; 5 State Route 28; 0 Wassau Road; 101 Lake View Avenue; 47 Reservoir Road



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WSUP21-0035
EXHIBIT H

To: Boulder Bay, LLC
Subject: Abandonment Case Number WAB21-0002 (Boulder Bay)
Date: June 4, 2021
Page: 2

- APN: 123-071-04; 123-054-01; 123-053-04; 123-053-02; 123-052-04; 123-052-02; 123-052-03; 123-291-01; 123-053-06
- Parcel Size: 0.64 ac; 1.00 ac; 0.18 ac; 1.42 ac; 3.23 ac; 0.28 ac; 0.28 ac; 2.77 ac; 1.24 ac
- Master Plan: Commercial (C); Suburban Residential (SR)
- Regulatory Zone: Tourist Commercial (TC); Medium Density Suburban (MDS)
- Area Plan: Tahoe
- Citizen Advisory Board: Incline Village / Crystal Bay
- Development Code: Authorized in Article 804, Variances; and 806, Vacations and Abandonments of Easements or Streets
- Commission District: 1 – Commissioner Hill

Notice is hereby given that the Washoe County Planning Commission granted approval with conditions of the above referenced case number based on the findings in accordance with Washoe County Code Chapter 110 (Development Code) Article 806, *Vacations and Abandonments of Easements or Streets*. If no appeals have been filed within 10 calendar days after the Mailing/Filing date shown on this Action Order, the approval by the Washoe County Planning Commission is final. If filed, an appeal stays any further action on the permit until final resolution of the appeal. An appeal shall be filed in accordance with the provisions found in Article 912, *Establishment of Commissions, Boards and Hearing Examiners*, of the Development Code. This decision is based on having made all three findings in accordance with Washoe County Code Section 110.806.20:

1. Master Plan. The abandonment or vacation is consistent with the policies, action programs, standards and maps of the Master Plan and the Tahoe Area Plan; and
2. No Detriment. The abandonment or vacation does not result in a material injury to the public; and
3. Existing Easements. Existing public utility easements in the area to be abandoned or vacated can be reasonably relocated to provide similar or enhanced service.

This Action Order is issued subject to the attached conditions and Washoe County development standards. Please contact the planner assigned to your project at the above-referenced phone number within seven days of receipt of this Order to review the steps necessary to satisfy the Conditions of Approval. Any business license, certificate of occupancy or final approval shall not be issued until all of the Conditions of Approval (attached) are satisfied. Additionally, compliance shall be required with all federal, state and local statutes, ordinances, and regulations applicable to the approved project.

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

Washoe County Community Services Department
Planning and Building Division

**WSUP21-0035
EXHIBIT H**

To: Boulder Bay, LLC
Subject: Abandonment Case Number WAB21-0002 (Boulder Bay)
Date: June 4, 2021
Page: 3


Trevor Lloyd
Secretary to the Planning Commission

TL/CB/lk

Enclosure: Conditions of Approval

Applicant: Boulder Bay, LLC
PO Box 115
Crystal Bay, NV 89402

Property Owner 1: Boulder Bay, LLC
PO Box 115
Crystal Bay, NV 89402
hbacon@intlsupply.com

Property Owner 2: Big Water Investments, Inc
PO Box 622
Incline Village, NV 89450

Property Owner 3: United States Forest Service
Attn: Lake Tahoe Basin MGMT Unit
35 College Drive
South Lake Tahoe, CA 96150

Representatives: R. David Snelgrove, AICP
1150 Corporate Blvd.
Reno, NV 89506
dsnelgrove@cfareno.com

Action Order xc: Jennifer Gustafson, District Attorney's Office; Keirsten Beck, Assessor's Office; Rigo Lopez, Assessor's Office; Walt West, Engineering and Capital Projects; Dale Way, Truckee Meadows Fire Protection District; Sophia Kirschenman, Parks and Open Spaces; Mark Sullivan, NV Energy; Alex Wolfson, NDOT; Kimberly Felton, Forest Service

Tahoe Agencies: Tahoe Regional Planning Agency, Post Office Box 5310, Stateline, NV 89449-5310; North Lake Tahoe Fire Protection District; 866 Oriole Way, Incline Village, NV 89451-9439; Incline Village/Crystal Bay Citizen Advisory Board; Incline Village General Improvement District, 893 Southwood Boulevard, Incline Village, NV 89451; Nevada Division of Forestry, 885 Eastlake Boulevard, Carson City, NV 89701; Nevada State Lands, Rex Harold, 901 South Stewart Street, Suite 5003, Carson City, NV 89701-5246; USFS, Brian Garrett, Urban Lands Manager, 35 College Drive, South Lake Tahoe, CA 96150



Conditions of Approval

Variance Case Number WPVAR21-0001

Abandonment Case Number WAB21-0002

Variance Case Number WPVAR21-0001

The project approved under Variance Case Number WPVAR21-0001 shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on June 1, 2021. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

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

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

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

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

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

- Prior to permit issuance (i.e., grading permits, building permits, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some "Conditions of Approval" are referred to as "Operational Conditions." These conditions must be continually complied with for the life of the project or business.

Abandonment Case Number WAB21-0002

The project approved under Abandonment Case Number WAB21-0002 shall be carried out in accordance with the conditions of approval granted by the Planning Commission on June 1, 2021. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees,

inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property. Furthermore, to the extent that Washoe County does not own the easements in question, it cannot abandon them. Therefore, this request is in effect a “quitclaim” by the County of whatever interest it might have in the easements in favor of the owners who applied for the abandonment. Nothing in this abandonment should be construed as an assertion by the County of ownership over the easements in question. To the extent other property owners nearby or other entities might have any ownership interests in these easements, this abandonment does not affect those interests and the property owners associated with this abandonment are responsible for utilizing whatever legal mechanisms are necessary to address those interests on their own.

Unless otherwise specified, all conditions related to the approval of this Abandonment shall be met prior to recordation of the Resolution and Order of Abandonment. Prior to recordation of the Resolution and Order of Abandonment, each agency shall determine when compliance of their specific conditions is met by the applicant as set forth in the Conditions of Approval. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Community Services Department – Planning and Building Division.

Compliance with the conditions of approval related to this abandonment is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. All conditions of approval must be met prior to the Engineering and Capital Projects Division recording the required Resolution and Order of Abandonment.

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

- All conditions of approval are required to be completed before the Abandonment can be recorded and finalized.
- The abandonment will be effective after the approval of a Resolution and Order of Abandonment by the Engineering and Capital Projects and after the recordation of the Resolution and Order of Abandonment by the County Recorder.

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

Washoe County Planning and Building Division

1. The following conditions are requirements of Planning and Building, for both WPVAR21-0001 and WAB21-0002. Planning and Building shall be responsible for determining compliance with these conditions.

Contact: Chris Bronczyk; 775.328.3612; cbronczyk@washoecounty.us

Variance Conditions of Approval

- a. **The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this variance.**

- b. The applicant shall demonstrate substantial conformance to the plans approved as part of this variance. The Planning and Building Division shall determine compliance with this condition.
- c. **The applicant shall submit construction plans, with all information necessary for comprehensive review by Washoe County, and initial building permits shall be issued within five (5) years from the date of approval by Washoe County. The failure to comply with this condition within the five (5) year period shall result in expiration of this variance in accordance with WCC 110.804.55(a). The applicant shall complete construction within the time specified by the building permits. Compliance with this condition shall be determined by the Planning and Building Division and the Tahoe Regional Planning Agency.**
- d. All man-made slopes proposed to remain after road extension project shall be graded to resemble natural slopes, shall include varying curvilinear contour and shall include revegetation with native plant species.
- e. Wellness Way shall be minimum twenty feet in width, paved, and heated for snowmelt.
- f. A note shall be placed on all construction drawings and grading plans stating:

NOTE

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

- g. The following **operational conditions** shall be required for the life of the project.
 - i. Failure to comply with the conditions of approval shall render this approval out of compliance with this variance and subject to revocation. Compliance with this condition shall be determined by Planning and Building.

Abandonment Conditions of Approval

- a. **The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this abandonment.**
- b. The applicant shall demonstrate substantial conformance to the plans approved as part of this abandonment action. The County Engineer shall determine compliance with this condition.
- c. Prior to the recordation of the Resolution and Order of Abandonment, the applicant shall submit to the County Engineer for review and approval a description prepared by a registered professional of the offer of dedication to be abandoned and replacement private access.
- d. The applicant shall comply with all conditions necessary to affect the Resolution and Order of Abandonment within five (5) years from the date of the action by the Washoe County Planning Commission or this conditional abandonment will be null and void.
- e. This Abandonment will be effective upon recordation of the Resolution and Order of Abandonment by the County Recorder.

Washoe County Planning and Building Division – Parks and Open Spaces

2. The following conditions are requirements of the Planning and Building Division, for both WPVAR21-0001 and WAB21-0002. The Planning and Building Division shall be responsible for determining compliance with these conditions.

Contact: Sophia Kirschenman; 775.328.3623; skirschenman@washoecounty.us

- a. In conformance with the Tahoe Area Plan and the application materials, the applicant shall provide a north-south multi-use path extending the full length of the future resort area (roughly paralleling State Route 28).
- b. The applicant shall record a public access easement over the path. The easement shall be identified on the final map.

Washoe County Engineering and Capital Projects

3. The following conditions are requirements of Engineering and Capital Projects, for both WPVAR21-0001 and WAB21-0002. Engineering and Capital Projects shall be responsible for determining compliance with these conditions.

Contact: Walt West; 775.328.2041; wwest@washoecounty.us

- a. Roadways proposed for Abandonment Case **WAB21-0002** Boulder Bay shall meet Washoe County Code, AASHTO and MUTCD requirements except where specifically modified as follows:
 - i. Street width (No Parking): 24 feet minimum (front face to front face curb)
 - ii. Street width (with Parking): 16 feet (centerline to front face curb) on parking side, 12 feet minimum (centerline to front face curb) on no parking side.
 - iii. Right-of-way granted shall be located a minimum of 0.5 feet behind the back face of curb.
 - iv. Max roadway grade: The street grades shall be minimized to the maximum extent practical in general conformance w/ preliminary plans submitted with the application but in no case shall exceed 12%, subject to final approval by the County Engineer.
 - v. Barrier rails/walls shall be installed where warranted.
 - vi. Retaining wall heights adjacent to Washoe County Right-of-way will be permitted with estimated exposed height of 15 feet, equipped w/ appropriate safety fencing, subject to final approval of the County Engineer.
- b. Prior to recordation of the Order of Abandonment, the applicant shall submit legal descriptions and exhibit maps for the areas of abandonment, any new easements and any easement reservations that are required, to the Engineering and Capital Projects Division for review and approval. Legal descriptions and exhibit maps shall be prepared by a Nevada professional land surveyor.
- c. Retention or relocation of all public utility easements is required to the satisfaction of and at no expense to Washoe County or the existing public utilities that originally accepted and approved said easements, as well as any other public utilities now in existence that currently utilize said easements. Said relocations shall be evidenced by the recordation of properly executed documents reflecting the grant of new easements (if required) to said public utilities and the relinquishment by said public utilities of their former easements.
- d. The boundary line adjustment with the USDA Forest Service shall be recorded prior to the recordation of the Order of Abandonment.

- e. All dedications for new right-of-ways and easements shall be recorded prior to the recordation of the Order of Abandonment.
- f. A complete set of construction improvement drawings including an onsite grading plans, plan and profiles and details, shall be submitted to the County Engineer for approval prior to construction. Engineering Review Fees per the approved Master Fee Schedule shall be submitted with the application.
- g. A cost estimate shall be prepared for all proposed street improvements and submitted for approval by the County Engineer and a Faithful Performance Bond for the approved amount shall be provided to Washoe County prior to final approval of construction drawings.
- h. Pedestrian walkways shall be provided onsite in lieu of roadway sidewalks. Onsite development plans shall provide for public pedestrian access through the development.
- i. A public access easement shall be granted over the private roadway (Wellness Way) and shall be permanently heated.
- j. All required street improvements within new and existing rights-of-way shall be constructed and accepted by Washoe County prior to the recordation of the Order of Abandonment.
- k. A detailed hydrology/hydraulic report prepared by a registered engineer shall be submitted to the Engineering Division for review and approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 5- and 100-year storm flows impacting both the site and offsite areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing offsite drainage facilities and properties.
- l. A detailed drainage plan and appropriate drainage facilities necessary to capture storm water runoff for the improved roadways shall be provided.
- m. Any retaining wall located within the slope failure wedge from Washoe County right-of-way shall be constructed of reinforced concrete and designed by an engineer licensed in the State of Nevada. Retaining walls shall not be located within Washoe County right-of-way and shall be set back from the right-of-way to allow for snow storage from the street right-of-way as approved by the County Engineer. The maintenance of the retaining walls shall be by the Property/Homeowners Association and the CCR's shall clearly identify the P/HOA's maintenance responsibilities of retaining walls.
- n. A 10-foot public utility easement (PUE), a 10-foot Washoe County easement for traffic control signage, plowed snow storage, and a 10-foot United States Postal Service facilities easement shall be granted adjacent to all rights-of-ways.
- o. No structures shall be permitted to be located within newly created right-of-way. Prior to acceptance of State Line Road and for any existing structures located within required building setback the following shall be provided:
 - i. A release of liability shall be recorded indemnifying Washoe County from structure damage due to roadway use and maintenance and snow plowing activities on a form approved by the Washoe County Engineer.
 - ii. The roadway design shall meet all Washoe County Code and AASHTO roadside safety standards with respect to obstructions within the clear zone which may require crash worthy barrier system installation.

- p. Street naming of new streets shall comply with street naming standards including potential street name change of Stateline Road. Approval of street names given the new roadway alignments shall be obtained from the Washoe County Street Naming Coordinator prior to the approval of construction drawings.
- q. Applicant shall prepare an access and phasing plan to address access to existing residences during construction.
- r. A traffic study and report addressing level of service at intersections and turning movements shall be submitted to NDOT and Washoe County Engineering with the submittal of plans for review.
- s. Prior to the approval of a final design for proposed work within NDOT right-of-way, A copy of an approved NDOT encroachment/occupancy permit shall be provided.
- t. The applicant shall comply with conditions necessary to effect the Resolution and Order of Abandonment within five (5) years from the date of the action by the Planning Commission or this conditional abandonment will be null and void.

Incline Village General Improvement District (IVGID)

- 4. The following conditions are requirements of IVGID, for both WPVAR21-0001 and WAB21-0002. IVGID shall be responsible for determining compliance with these conditions.

Contact: Tim Buxton; 775.832.1246; tim_buxton@ivgid.org

- a. Any relocation or improvement to the water and or sewer facilities, shall be in accordance with current Incline Village General Improvement District regulations

North Lake Tahoe Fire Protection District (NLTFPD)

- 5. The following conditions are requirements of the North Lake Tahoe Fire Protection District, for both WPVAR21-0001 and WAB21-0002. North Lake Tahoe Fire Protection District shall be responsible for determining compliance with these conditions.

Contact: Jennifer Donohue; 775.831.0351 x8127; jdonohue@nltpfd.net

- a. Fire apparatus access roadways shall have a minimum inside turning radius of 30-feet and outside radius of no less than 45-feet.
- b. As previously approved, Wellness Way shall be minimum twenty feet in width, paved, and heated for snowmelt.
- c. Fire apparatus access roadways shall have a minimum inside turning radius of 30-feet and outside radius of no less than 45-feet.

Nevada Department of Transportation

- 6. The following conditions are requirements of the Nevada Department of Transportation, for both WPVAR21-0001 and WAB21-0002. NDOT shall be responsible for determining compliance with these conditions.

Contact: Alex Wolfson; 775.834.8365; awolfson@dot.nv.gov

- a. The proposed project is directly adjacent to State Route 28 (SR-28) and proposes changing access patterns as part of the roadway abandonment request. SR-28 is an NDOT owned road that is functionally classified as an urban minor arterial.
- b. An NDOT occupancy permit will be required for the proposed improvements adjacent to and within the SR-28 right of way. This includes the proposed new/modified access connections to SR-28 and the removal of accesses proposed to be abandoned.

- i. As part of the occupancy permit process, NDOT will require an updated traffic impact analysis be submitted for approval to determine the impact of the abandoned and new/modified accesses on the state highway system and required mitigations.
 - ii. This project proposes noteworthy changes to access and circulation along SR-28 through Crystal Bay. As part of the occupancy permit process, NDOT may require the applicant to perform additional analysis such as an intersection control evaluation (ICE) to determine the safest control method for new/modified accesses.
- c. All work proposed within or adjacent to the SR-28 right of way must comply with NDOT's Standard Plans, Access Management System and Standards, Terms and Conditions Relating to Right-of-Way Occupancy Permits, and Drainage Manual current version at the time of application. Please contact the NDOT District II Permits Office at (775) 834-8330 for information about obtaining NDOT occupancy permits.
- d. NDOT's Five Year Plan includes a pavement preservation project for this section of SR-28 that is tentatively scheduled to begin in May 2021. Any improvements proposed by the Boulder Bay project must be compatible with the SR-28 project including schedule.
- e. The State defers to municipal government for land use development decisions. Public involvement for community development related improvements within or adjacent to NDOT right of way should be considered during the municipal land use development process. Significant improvements proposed within NDOT right of way may require additional public involvement. It is the responsibility of the applicant to perform such additional public involvement.
- f. This letter does not provide for approval or disapproval of any improvements proposed by the project. NDOT review during the occupancy permit process may result in modification to the proposed improvements or denial.

*** End of Conditions ***

ATTACHMENT E

**WSUP21-0035
EXHIBIT H**

PRELIMINARY DRAINAGE REPORT

THE RESORTS AT TAHOE AND RESIDENCES
GRADING SUP

CRYSTAL BAY, NV

DECEMBER 2021



CFA, INC.
1150 CORPORATE BLVD.
RENO, NV 89502

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APPENDIX B STORM WATER CALCULATIONS

INTRODUCTION

This report presents the preliminary storm drainage plan for the grading special use permit for The Resort at Tahoe and Residences (formerly Boulder Bay) property located in Crystal Bay, Nevada at the California State Line.

The purpose of this study is to ensure that the onsite grading and detention areas can handle the runoff associated with a 5 and 100-year storm event in accordance with the Truckee Meadows Regional Drainage Manual and the Tahoe Regional Planning Agency's Best management practices. A more detailed report highlighting the specifics of the best management practices will be provided with the grading application at a later date.

EXISTING SITE DESCRIPTION & DRAINAGE

The limits of grading on the site are bound by Stateline/Lakeview/Wassou Roads and residential/commercial lots to the north and west, and Stateline 28 to the south and east. The existing site, within the proposed limits of grading associated with this permit, has an area of ± 10 acres of developed land consisting mainly of the Biltmore Motel, associated parking, and site improvements. It is estimated that approximately 70% of the existing site, within the proposed limits of grading, is impervious. The site has slopes varying from 4% to over 14%. Based on the best available information, it appears that the existing site has an onsite storm sewer system that connects to a public storm sewer located within Highway 28 along the southern and western property line of the site. This storm sewer discharges to a large infiltration gallery and detention pond on the west side of Stateline Road, just south of CalNeva Road. This facility has been identified on the Existing and Proposed Storm Drain Exhibit included in Tab B of the SUP application. A vicinity map identifying the location of the property is provided as Figure 1.



Figure 1: Vicinity Map

FLOOD ZONE

According to FIRM Index Map #32031C3400G, dated March 16th, 2009, the portion of the site that will be developed is located within the following flood zone area:

- Zone X, Unshaded; flood zone areas determined to be outside the 0.2% annual chance floodplain

A copy of the FIRM Map is located in Appendix A.

PROPOSED DRAINAGE

The site is proposed to have grades varying from 3% to 33% with retaining walls where needed for road cuts. The proposed grading will direct water via earthen swales, sheet flow, and appropriate temporary BMPs to the southwestern corner of the site where a detention area/infiltration gallery will be excavated. This proposed area is identified on the "Preliminary Mass Grading Plan" provided in Tab B of the SUP application. This detention area will connect to the existing stormwater sewer system within Highway 28 and will eventually discharge to the existing infiltration gallery located south of CalNeva Road. Since this is a special use permit for grading the proposed site will reduce the impervious cover from approximately 70% to around 20% no new impervious cover is to be provided with the grading permit or SUP. Table 1 Below provides a comparison of the existing and proposed conditions.

TABLE 1 EXISTING VS PROPOSED BASIN COMPARISON							
DRAINAGE AREA	AREA (ACRE)	% IMP	5YR RUNOFF (COEFF)	100YR RUNOFF (COEFF)	TC (MIN)	5YR PEAK DIS.(CFS)	100YR PEAK DIS. (CFS)
EXISTING	10	70	0.65	0.80	10.0	11.38	30.15
PROPOSED	10	20	0.20	0.50	10.0	3.50	18.85

Permanent BMP structures and infiltration galleries will be provided with subsequent permitting of the project of the project (IE, Grading Permit, Tentative map, Final Map).

RATIONAL METHOD

The Rational Method is used to estimate the peak runoff resulting from a storm of given intensity and frequency falling on a specific watershed. The peak flow is expressed as:

$$Q = C i A$$

where Q = Peak rate of runoff, cubic feet per second
 C = Runoff coefficient
 i = Average rainfall intensity, inches per hour

A = Watershed area, acres

Washoe County allows the use of the Rational Method for urban and small watersheds 500 acres or less. Runoff computations are made using criteria provided by the Truckee Meadows Regional Drainage Manual. Runoff coefficients were determined from Table 701. Rainfall intensities are determined from the rainfall intensity-duration-frequency (IDF) curves for the Washoe County area and are provided in Appendix D. The initial time of concentration, $T_{c(1)}$, is calculated by the formula:

$$T_{c(1)} = 10 \text{ or}$$

where $T_{c(1)}$ = Initial time of concentration, minutes

L = Length from uppermost point of watershed to design point, feet

V = Channel or overland velocity, feet per second

The initial time of concentration models build-up and sheet flow conditions in the uppermost part of the watershed. Except for very small impervious watersheds, the minimum build-up time of 10 minutes is assumed. Therefore, for the first design point, the time of concentration is determined by adding travel time to the build-up time as follows:

$$T_{c(1)} = 10 + \frac{L}{60 \times V}$$

The time of concentration at successive points downstream is calculated by adding total travel time to the initial build-up time:

$$T_{c(n)} = 10 + \sum \frac{L}{60 \times V}$$

where $T_{c(n)}$ = Time of concentration at design point, minutes

$$\sum \frac{L}{60 \times V} = \text{Total travel time to design point, minutes}$$

L = Length of flow path between design points, feet

V = Velocity, feet per second

Velocities used are 2 - 3 fps for surface flow and 3 - 5 fps for channel and conduit flow.

Rational Method calculations are performed using a spreadsheet containing the appropriate IDF curves and routing parameters. The peak flow for each drainage area is determined based on the runoff coefficient, initial time of concentration, and area (Ref. Calculations, Appendix B).

CONCLUSION

As demonstrated in this report, the proposed drainage concept will convey the 5-year and 100-year storm flows. Due to the decrease in impervious cover on the site, the proposed 5yr and 100yr stormwater discharge is greatly reduced and will not create an adverse effect on the existing stormwater system or infiltration gallery/detention pond.

A more detailed drainage report for this project will be provided with subsequent permit applications.

REFERENCES

City of Reno, Washoe County, City of Sparks, Truckee Meadows Regional Drainage Manual, April, 2009

NOAA National Weather Service, *NOAA Atlas 14, Volume 6, Version 2, Crystal Bay, Nevada, US, Latitude: 39.2306°, Longitude: -120.0048°, Elevation 6,513.95 ft.*, (NOAA Atlas 14 Point Precipitation Frequency Estimates: NV, 2013)

FEMA, National Flood Hazard Layer Firmette, Index Map #32031C3400G, dated March 16th, 2009

APPENDIX A

FIRM MAP/RAINFALL DATA

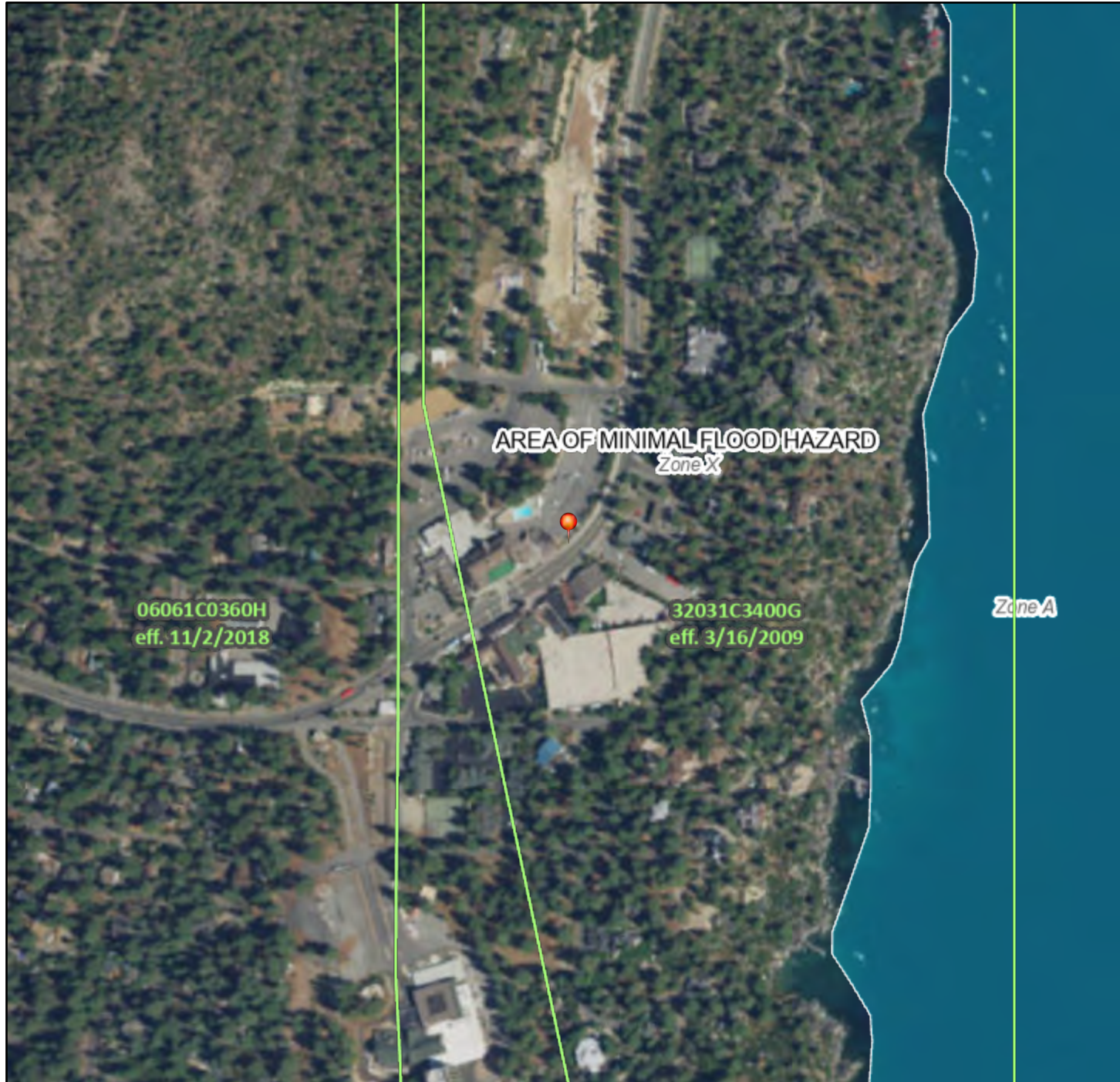
APPENDIX B

STORM WATER CALCULATIONS

National Flood Hazard Layer FIRMMette



120°0'34"W 39°13'56"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/8/2021 at 5:55 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

WSUP-21-0035
EXHIBIT A



NOAA Atlas 14, Volume 6, Version 2
Location name: Crystal Bay, Nevada, USA*
Latitude: 39.2306°, Longitude: -120.0048°
Elevation: 6513.95 ft**

* source: ESRI Maps

** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, 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_&_aerials](#)

PF tabular

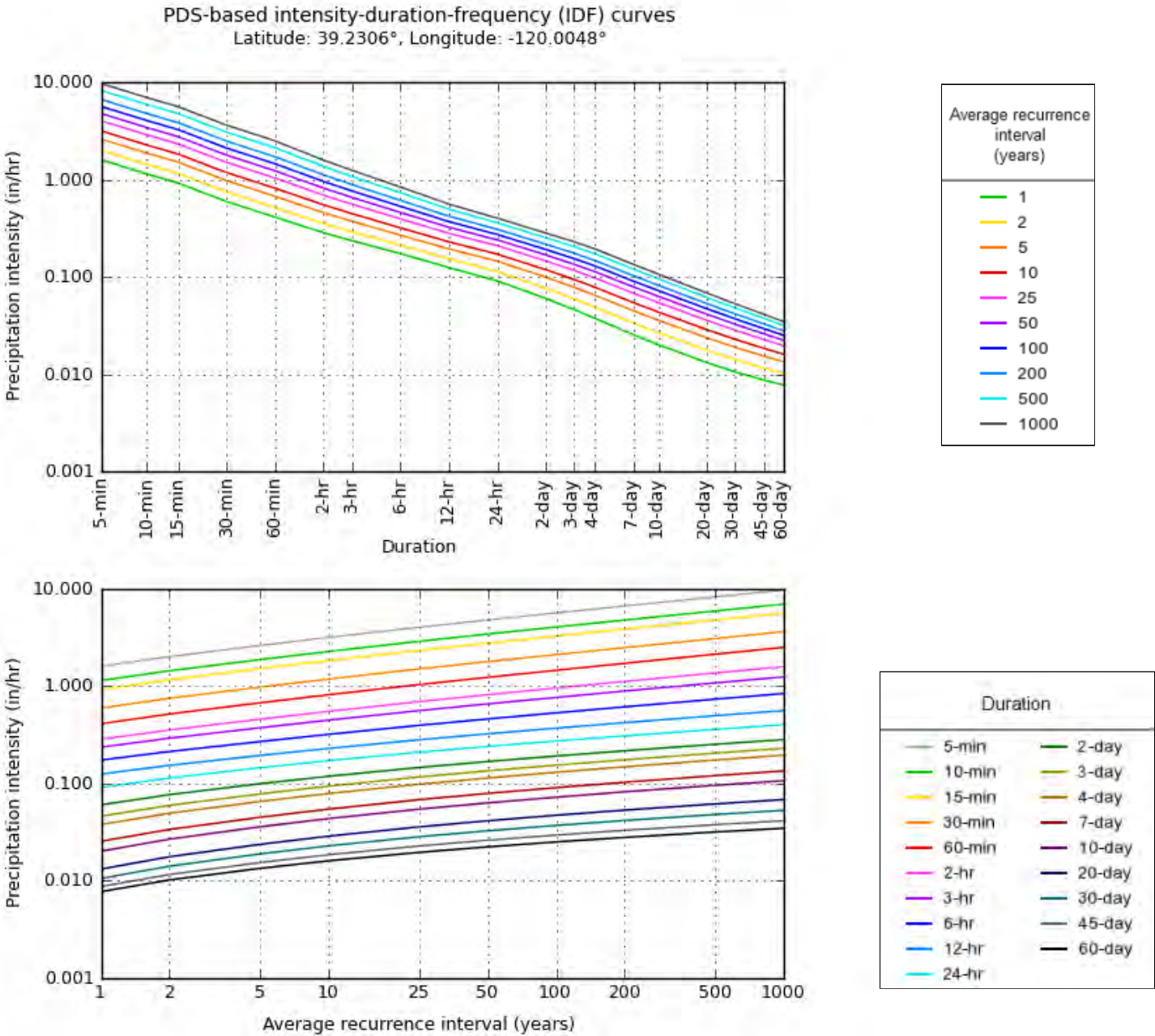
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.60 (1.36-1.88)	2.00 (1.70-2.38)	2.60 (2.22-3.10)	3.16 (2.65-3.79)	4.01 (3.24-5.02)	4.76 (3.76-6.10)	5.63 (4.31-7.42)	6.64 (4.92-9.04)	8.22 (5.81-11.8)	9.67 (6.56-14.4)
10-min	1.14 (0.972-1.35)	1.43 (1.22-1.70)	1.87 (1.59-2.22)	2.26 (1.90-2.72)	2.87 (2.32-3.59)	3.41 (2.69-4.37)	4.03 (3.08-5.32)	4.75 (3.52-6.47)	5.89 (4.16-8.44)	6.93 (4.70-10.3)
15-min	0.920 (0.784-1.09)	1.16 (0.984-1.37)	1.51 (1.28-1.79)	1.82 (1.54-2.19)	2.32 (1.87-2.90)	2.75 (2.17-3.52)	3.25 (2.49-4.28)	3.83 (2.84-5.22)	4.75 (3.36-6.80)	5.59 (3.79-8.32)
30-min	0.594 (0.506-0.702)	0.748 (0.636-0.886)	0.974 (0.826-1.16)	1.18 (0.992-1.42)	1.50 (1.21-1.87)	1.78 (1.40-2.28)	2.10 (1.61-2.77)	2.48 (1.83-3.37)	3.07 (2.17-4.39)	3.61 (2.45-5.38)
60-min	0.410 (0.350-0.485)	0.516 (0.440-0.611)	0.672 (0.571-0.799)	0.814 (0.685-0.977)	1.03 (0.835-1.29)	1.23 (0.968-1.57)	1.45 (1.11-1.91)	1.71 (1.27-2.33)	2.12 (1.50-3.03)	2.49 (1.69-3.71)
2-hr	0.284 (0.242-0.336)	0.354 (0.302-0.419)	0.456 (0.387-0.542)	0.549 (0.462-0.659)	0.691 (0.558-0.864)	0.814 (0.642-1.04)	0.954 (0.731-1.26)	1.11 (0.826-1.52)	1.36 (0.961-1.95)	1.58 (1.07-2.35)
3-hr	0.235 (0.201-0.278)	0.291 (0.248-0.345)	0.373 (0.316-0.443)	0.446 (0.375-0.536)	0.558 (0.451-0.698)	0.655 (0.516-0.839)	0.763 (0.585-1.01)	0.887 (0.657-1.21)	1.08 (0.760-1.54)	1.24 (0.842-1.85)
6-hr	0.174 (0.148-0.205)	0.212 (0.181-0.252)	0.269 (0.228-0.320)	0.319 (0.268-0.383)	0.394 (0.319-0.493)	0.459 (0.362-0.588)	0.530 (0.406-0.699)	0.611 (0.453-0.832)	0.732 (0.517-1.05)	0.837 (0.568-1.25)
12-hr	0.125 (0.106-0.148)	0.153 (0.131-0.182)	0.194 (0.165-0.230)	0.229 (0.192-0.275)	0.280 (0.227-0.350)	0.323 (0.255-0.414)	0.369 (0.283-0.487)	0.421 (0.312-0.573)	0.496 (0.350-0.709)	0.559 (0.379-0.833)
24-hr	0.091 (0.078-0.107)	0.114 (0.098-0.135)	0.145 (0.124-0.172)	0.171 (0.146-0.205)	0.209 (0.174-0.257)	0.240 (0.195-0.300)	0.272 (0.217-0.348)	0.308 (0.240-0.403)	0.359 (0.270-0.487)	0.401 (0.292-0.560)
2-day	0.060 (0.052-0.071)	0.077 (0.066-0.091)	0.099 (0.085-0.118)	0.118 (0.101-0.142)	0.146 (0.121-0.179)	0.168 (0.137-0.210)	0.191 (0.153-0.244)	0.216 (0.169-0.283)	0.252 (0.190-0.342)	0.282 (0.206-0.394)
3-day	0.046 (0.040-0.054)	0.059 (0.051-0.070)	0.078 (0.067-0.093)	0.094 (0.080-0.112)	0.116 (0.097-0.143)	0.135 (0.110-0.168)	0.154 (0.123-0.197)	0.175 (0.136-0.229)	0.205 (0.154-0.278)	0.229 (0.167-0.321)
4-day	0.038 (0.033-0.045)	0.049 (0.043-0.058)	0.065 (0.056-0.077)	0.079 (0.067-0.094)	0.098 (0.081-0.121)	0.114 (0.093-0.142)	0.130 (0.104-0.166)	0.148 (0.115-0.194)	0.174 (0.131-0.236)	0.195 (0.142-0.272)
7-day	0.025 (0.022-0.030)	0.034 (0.029-0.040)	0.045 (0.039-0.053)	0.054 (0.047-0.065)	0.068 (0.056-0.084)	0.079 (0.064-0.099)	0.090 (0.072-0.116)	0.103 (0.080-0.135)	0.120 (0.090-0.163)	0.134 (0.098-0.188)
10-day	0.020 (0.017-0.024)	0.027 (0.023-0.032)	0.036 (0.031-0.043)	0.044 (0.037-0.052)	0.054 (0.045-0.067)	0.063 (0.051-0.079)	0.072 (0.058-0.092)	0.082 (0.064-0.107)	0.096 (0.072-0.130)	0.107 (0.078-0.149)
20-day	0.013 (0.011-0.016)	0.018 (0.015-0.021)	0.024 (0.020-0.028)	0.029 (0.025-0.034)	0.036 (0.030-0.044)	0.041 (0.034-0.052)	0.047 (0.038-0.060)	0.053 (0.041-0.070)	0.062 (0.046-0.084)	0.068 (0.050-0.095)
30-day	0.011 (0.009-0.013)	0.014 (0.012-0.017)	0.019 (0.016-0.022)	0.023 (0.020-0.027)	0.028 (0.024-0.035)	0.033 (0.027-0.041)	0.037 (0.030-0.047)	0.042 (0.032-0.055)	0.048 (0.036-0.065)	0.053 (0.039-0.074)
45-day	0.009 (0.008-0.010)	0.012 (0.010-0.014)	0.015 (0.013-0.018)	0.019 (0.016-0.022)	0.023 (0.019-0.028)	0.026 (0.021-0.033)	0.029 (0.024-0.038)	0.033 (0.026-0.043)	0.038 (0.028-0.051)	0.041 (0.030-0.058)
60-day	0.008 (0.007-0.009)	0.010 (0.009-0.012)	0.013 (0.012-0.016)	0.016 (0.014-0.019)	0.020 (0.016-0.024)	0.022 (0.018-0.028)	0.025 (0.020-0.032)	0.028 (0.022-0.037)	0.032 (0.024-0.043)	0.035 (0.025-0.048)

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.

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PF graphical

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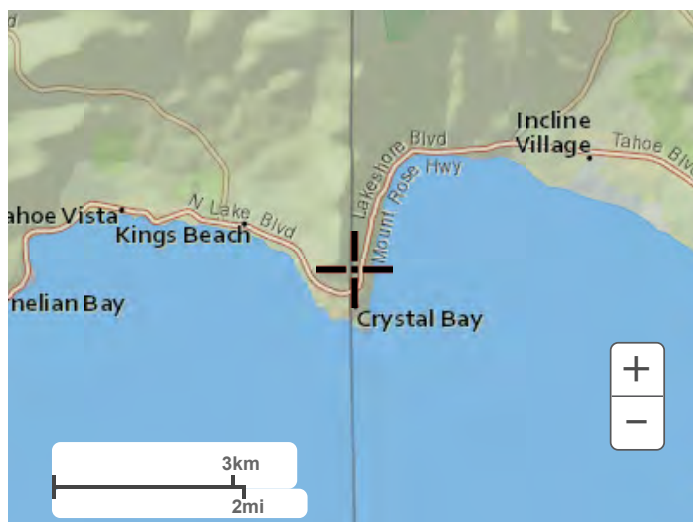
NOAA Atlas 14, Volume 6, Version 2

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Maps & aerials

Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



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APPENDIX A

FIRM MAP/RAINFALL DATA

APPENDIX B

STORM WATER CALCULATIONS

Hydrograph Report

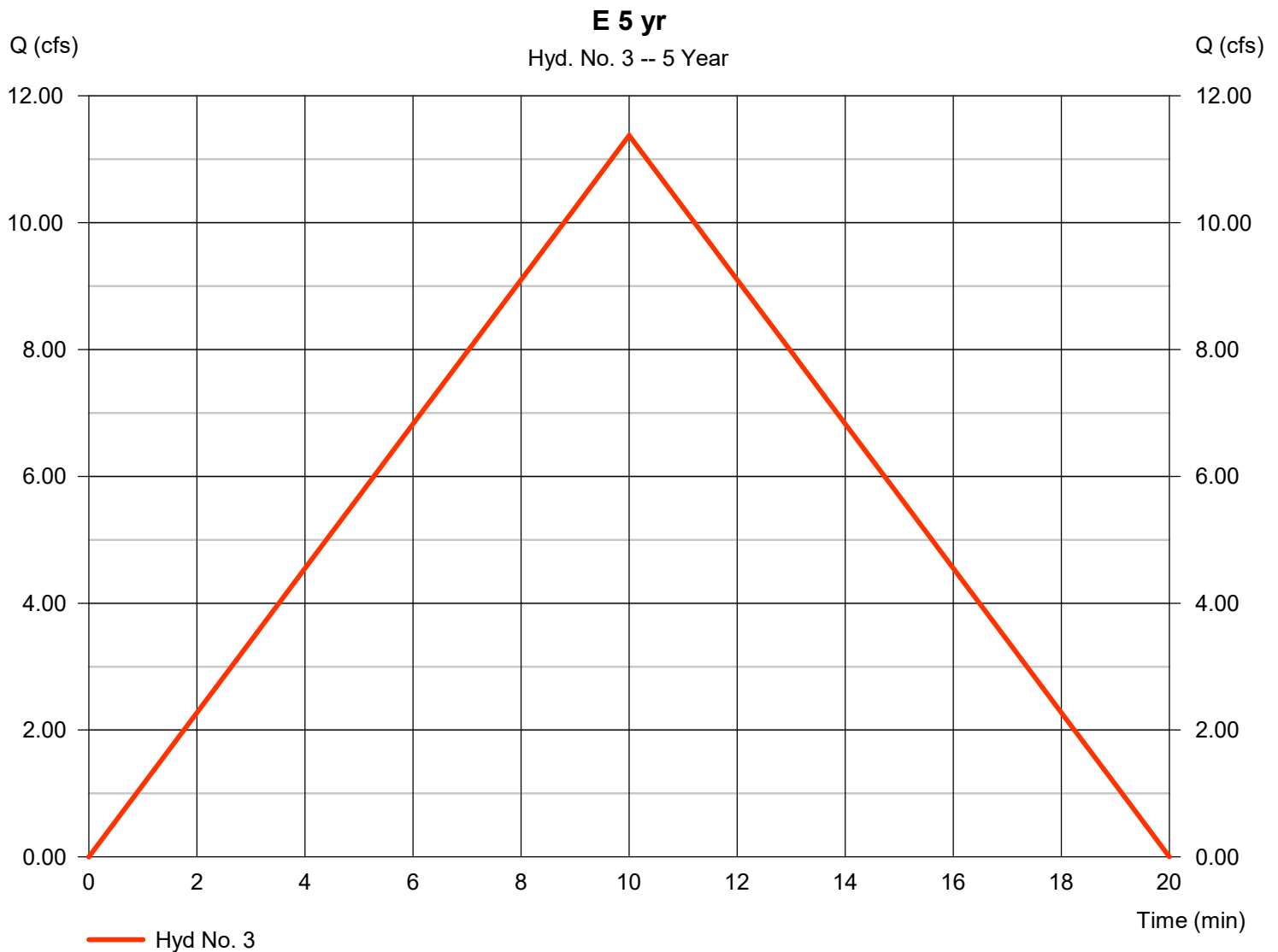
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Wednesday, 12 / 8 / 2021

Hyd. No. 3

E 5 yr

Hydrograph type	= Rational	Peak discharge	= 11.38 cfs
Storm frequency	= 5 yrs	Time to peak	= 10 min
Time interval	= 1 min	Hyd. volume	= 6,826 cuft
Drainage area	= 10.000 ac	Runoff coeff.	= 0.65
Intensity	= 1.750 in/hr	Tc by User	= 10.00 min
IDF Curve	= prelim Boulder Bay.IDF	Asc/Rec limb fact	= 1/1



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Hydrograph Report

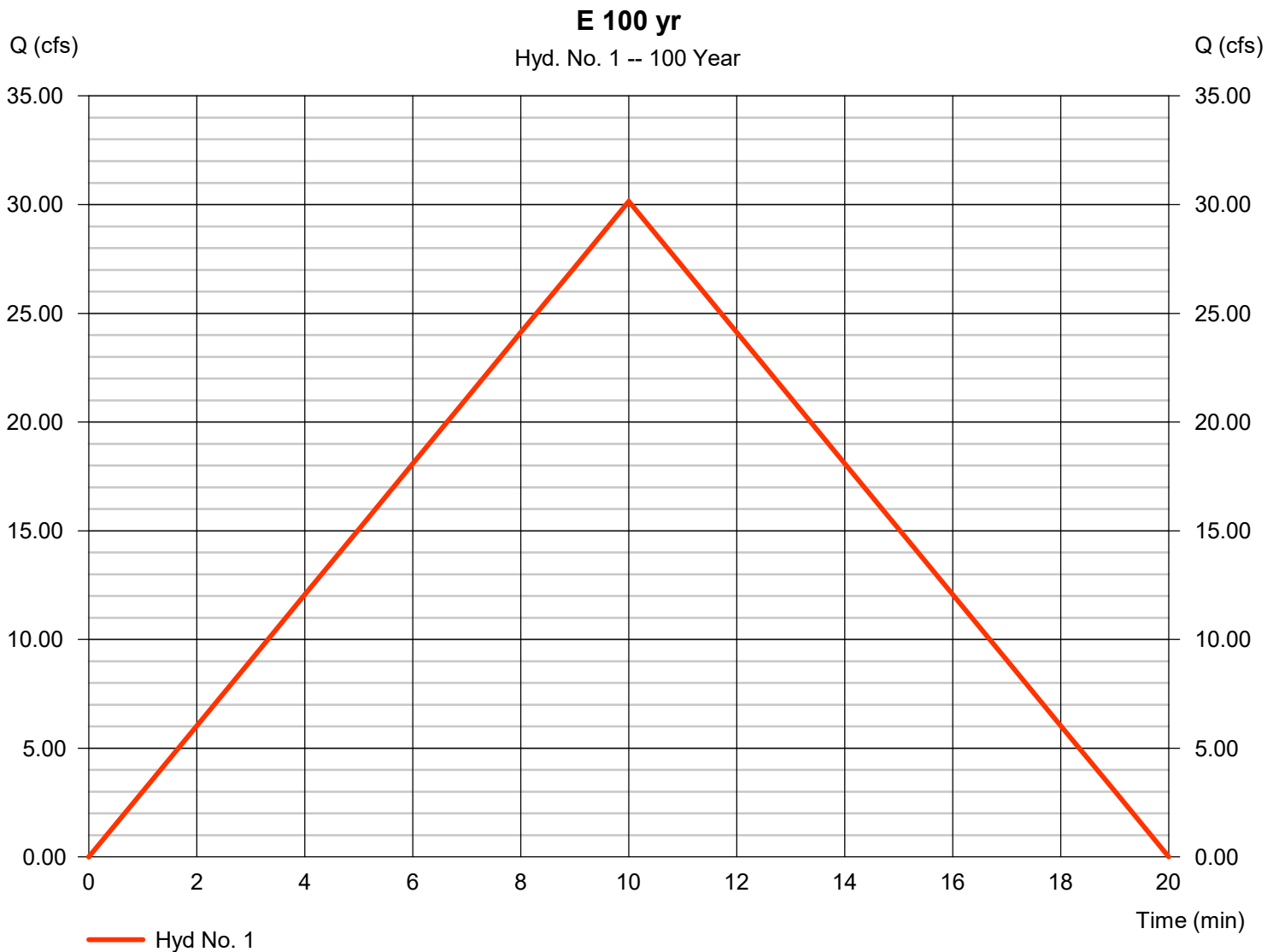
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Wednesday, 12 / 8 / 2021

Hyd. No. 1

E 100 yr

Hydrograph type	= Rational	Peak discharge	= 30.15 cfs
Storm frequency	= 100 yrs	Time to peak	= 10 min
Time interval	= 1 min	Hyd. volume	= 18,092 cuft
Drainage area	= 10.000 ac	Runoff coeff.	= 0.8
Intensity	= 3.769 in/hr	Tc by User	= 10.00 min
IDF Curve	= prelim Boulder Bay.IDF	Asc/Rec limb fact	= 1/1



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Hydrograph Report

Hyd. No. 4

P 5 yr

Hydrograph type	= Rational	Peak discharge	= 3.501 cfs
Storm frequency	= 5 yrs	Time to peak	= 10 min
Time interval	= 1 min	Hyd. volume	= 2,100 cuft
Drainage area	= 10.000 ac	Runoff coeff.	= 0.2
Intensity	= 1.750 in/hr	Tc by User	= 10.00 min
IDF Curve	= prelim Boulder Bay.IDF	Asc/Rec limb fact	= 1/1

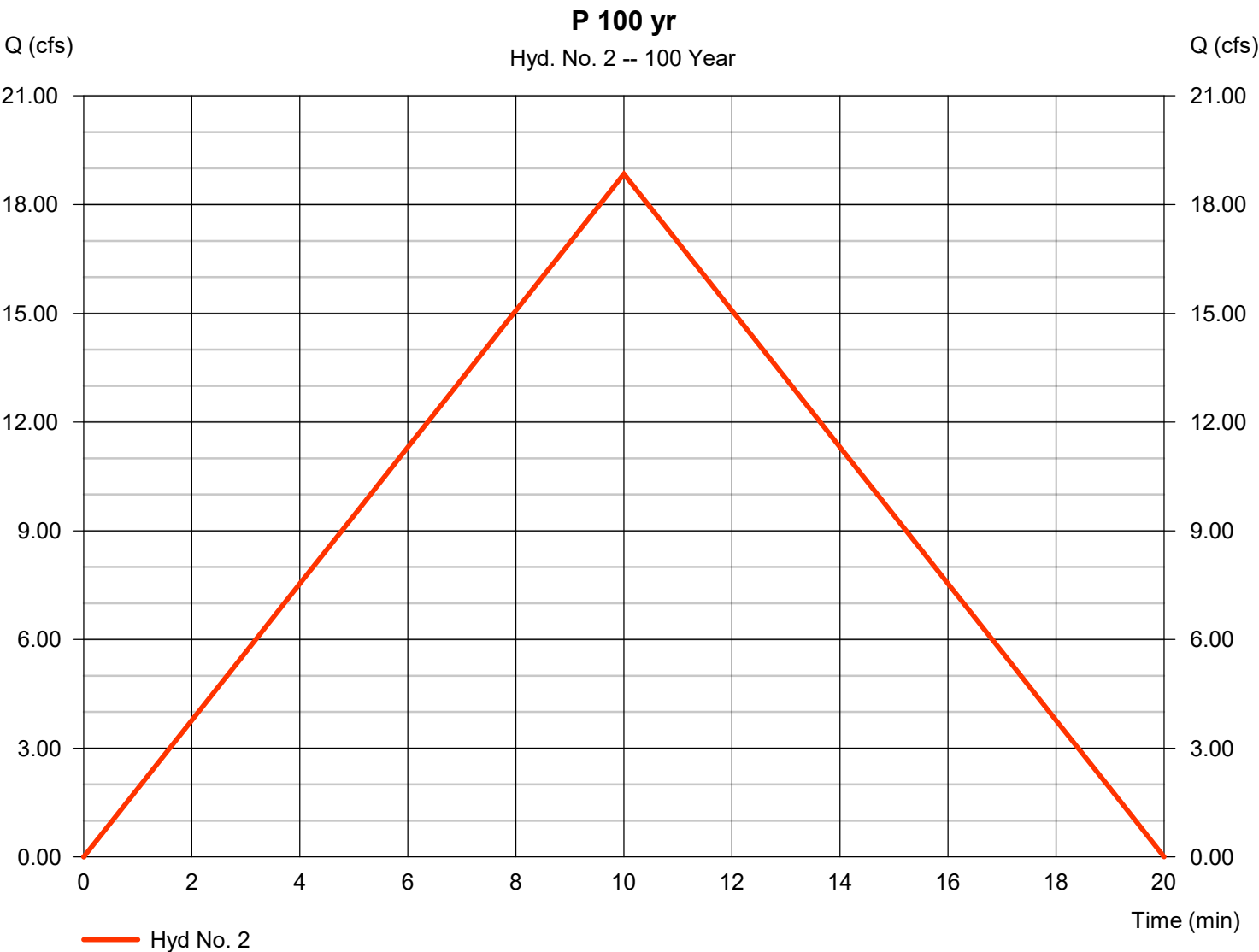


Hydrograph Report

Hyd. No. 2

P 100 yr

Hydrograph type	= Rational	Peak discharge	= 18.85 cfs
Storm frequency	= 100 yrs	Time to peak	= 10 min
Time interval	= 1 min	Hyd. volume	= 11,307 cuft
Drainage area	= 10.000 ac	Runoff coeff.	= 0.5
Intensity	= 3.769 in/hr	Tc by User	= 10.00 min
IDF Curve	= prelim Boulder Bay.IDF	Asc/Rec limb fact	= 1/1





Black Eagle Consulting, Inc.

Geotechnical Investigation
**Boulder Bay
Buildings B, C,
D, and Parking
Structure**

Washoe County, Nevada

July 13, 2018

Prepared for
CFA, Inc.



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

**WSUP21-0035
EXHIBIT H**

Mr. Mike Wilhelm, P.E., W.R.S.
CFA, Inc.
1150 Corporate Boulevard
Reno, Nevada 89502

July 13, 2018
Project No.: 0091-52-1

L

RE: **Geotechnical Investigation**
Boulder Bay Buildings B, C, D, and Parking Structure
Crystal Bay, Washoe County, Nevada

Dear Mr. Wilhelm:

Black Eagle Consulting, Inc. is pleased to present the results of our geotechnical investigation for the above-referenced project. Our investigation consisted of research, field exploration, laboratory testing, and engineering analysis to allow formulation of geotechnical conclusions and recommendations for design and construction of this project.

The overall Boulder Bay project involves the complete redevelopment of the current Tahoe Biltmore property located in Crystal Bay, Washoe County, Nevada. The first phase of the project includes Building A, which is currently under construction. The second phase consists of the northbound extension of Stateline Road to connect with Lakeview Avenue and ultimately with Wassou Road to form a perimeter roadway around the Boulder Bay project. Subsequent future phases of the project will involve the construction of 7 additional buildings and a parking structure. This report is relevant to Buildings B, C, D, and the proposed parking structure.

The site exhibits a thin silty sand soil cover underlain by generally weathered granitic bedrock; these on-site materials will provide excellent support for the proposed improvements in cuts and also as compacted structural fill. The most significant constraint to construction of the project includes moderate to steeply sloping topography and below-grade building levels that will necessitate significant cuts and fills and tall site and building retaining walls.

We appreciate having the opportunity to work with you on this project. If you have any questions regarding the content of the attached report, please do not hesitate to contact us.

Sincerely,

Black Eagle Consulting, Inc.

Vimal P. Vimalaraj, P.E.
Engineering Division Manager



Jeff Jones
CSA

Jeffrey M. Jones, P.E.
Senior Geotechnical Engineer

Copies to: Addressee (3 copies and PDF)

JP:JMJ:LJJ:PV:cjr



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EXHIBIT H

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Introduction

Presented herein are the results of Black Eagle Consulting, Inc.'s (BEC's) geotechnical investigation, laboratory testing, and associated geotechnical design recommendations for Buildings B, C, D, and the proposed parking structure at the Boulder Bay project in the Crystal Bay community area of Washoe County, Nevada, directly east of the State of California border. These recommendations are based on surface and subsurface conditions encountered in our explorations and on details of the proposed project as described in this report. The objectives of this study were to:

1. Determine general soil, bedrock, and groundwater conditions pertaining to design and construction of the proposed project.
2. Provide recommendations for design and construction of the project as related to these geotechnical conditions.

The area covered by this report is shown on Plate 1 (Plot Plan). Our investigation included field exploration, laboratory testing, and engineering analysis to determine the physical and mechanical properties of the various on-site materials. Results of our field exploration and testing programs are included in this report and form the basis for all conclusions and recommendations.

The services described above were conducted in accordance with the BEC proposal dated January 3, 2018, and the associated CFA, Inc. Professional Services Agreement dated March 15, 2018, which was signed by Mr. Bob LaRiviere of CFA, Inc.



Project Description

The overall Boulder Bay project will involve the complete redevelopment of the current Tahoe Biltmore property as well as the realignment of Wassou Road, connecting the north end of Stateline Road to Lakeview Avenue, and connecting Lakeview Avenue to Wassou Road. The overall project will be a mixed-use development with 8 separate buildings that will host a hotel, condominiums, a health and wellness center, meeting and banquet space, a restaurant, retail shops, a fitness center, a small casino, a swimming pool, and a spa. Buildings are proposed to include 2 to 8 stories, with some including 1 or more below-grade levels. A 3-story, above-grade parking structure is proposed south and east of Building D. The overall Boulder Bay project area is contained in Sections 19 and 30, Township 16 North, Range 18 East, Mount Diablo Meridian.

The first phase of the project is in progress and includes Building A, which is currently under construction. Building A will host 18 luxury condominiums. The second phase consists of the northbound extension of Stateline Road to connect with Lakeview Avenue and ultimately with Wassou Road to form a perimeter roadway around the Boulder Bay project. Black Eagle Consulting Inc. prepared a geotechnical investigation report for the second phase titled *Preliminary Geotechnical Investigation, Boulder Bay Stateline Road – Lakeview Avenue – Wassou Road Interconnect, Washoe County, Nevada*, dated June 14, 2018 (BEC, 2018). This second phase will involve various realignment, reconstruction, and extension of the existing streets as well as abandonment of portions of Reservoir Road and Wassou Road. This report and the recommendations contained here are relevant to the design and construction of Buildings B, C, D, and the proposed 3-story parking structure.

Detailed plans regarding the type of construction were unavailable at the time of this report; however, we anticipate the structures will utilize some combination of Portland Cement Concrete (PCC) columns and walls and steel-framed construction. We assume the buildings will be supported on PCC spread and continuous footing systems with PCC slab-on-grade ground floors and PCC post-tensioned or conventionally reinforced floor decks.

We understand current plans are considering 2 different potential options for Building B. The first option would be a 6-story building with an approximate lower level finished floor of 6,465 feet above mean sea level (msl). The second option would be an 8-story building with an approximate lower level finished floor elevation of 6,445 feet above msl. Material cuts of a few feet up to greater than 20 feet will be needed to establish a finished floor elevation of 6,465 feet above msl and about 20 to greater than 40 feet if the 8-story option is selected.

Buildings C and D are proposed as 6-story structures with approximate lower level finished floor elevations of 6,422 feet above msl. This design grade will require material cuts on the order of 15 to 30 feet.

We anticipate the 3-story parking structure will be a PCC structure with conventionally reinforced PCC columns and walls and post-tensioned PCC beams and parking decks. The parking structure lower level floor will match the elevation of Buildings C and D. This design grade will require material cuts on the order of 20 to 30 feet. A pool deck area is planned for the roof of the parking structure.



Site Conditions

The site of proposed Building B consists of a previously graded area currently being utilized for staging of construction trailers, equipment and materials needed for construction of Boulder Bay Building A, as well as a portion of the existing Wassou Road alignment. The site of proposed Building C consists of an area of the existing asphalt concrete parking lot, a portion of the existing Reservoir Road alignment, and a previously graded area associated with the current construction of Boulder Bay Building A. The site of proposed Building D as well as the proposed parking structure consists of an asphalt concrete parking area with a small retaining wall. The parking area slopes at approximately 8 to 10 percent to the south.

The overall site topography in the area of proposed Buildings B, C, D, and the parking structure generally slopes in a south to southeasterly direction at gradients ranging from approximately 5 to 15 percent.



Exploration

The overall Boulder Bay site was explored by advancing borings and hand auger holes and performing shear wave velocity surveys of the subsurface materials.

Drilling

The Boulder Bay site was explored during mid-April 2018 by drilling 12 test borings. The exploration associated with Buildings B, C, D, and the parking structure included 8 of the 12 borings (borings B-05 through B-12). The borings were advanced using solid-stem auger (SSA) and HQ coring techniques with a track-mounted CME 550 drill rig and a truck-mounted Diedrich D-120 drill rig. The SSA borings were advanced using 4-inch- and 6-inch-outside-diameter (O.D.) augers. The HQ core barrels are 96 millimeter (mm) O.D. and 63.5 mm inside diameter. Where refusal occurred using SSA drilling techniques, borings were advanced using HQ coring techniques to obtain continuous sampling of the bedrock/soil matrix. The maximum depth of drilling exploration was approximately 41 feet below the existing ground surface. The locations of the test borings are shown on Plate 1. All borings drilled for the project throughout the project site, including along the roadway alignments, are included for reference.

During SSA drilling, the native soils were sampled in-place every 2.5 to 5 feet by use of a standard, 2-inch-O.D., split-spoon sampler driven by a 140-pound automatic drive hammer with a 30-inch stroke. The number of blows to drive the sampler the final 12 inches of an 18-inch penetration (Standard Penetration Test [SPT]; American Society for Testing and Materials [ASTM] D 1586) into undisturbed soil is an indication of the density and consistency of the material.

A 3-1/2-inch-O.D., split-spoon sampler (ASTM D 3550), also known as a Modified California (MC) sampler, was used to sample soils containing gravel or where approximate in-place densities of subsurface materials were required. Sampling methods used were similar to the SPT but also included the use of 2-1/2-inch-diameter, 6-inch-long, brass sampling tubes placed inside the split-spoon sampler. Because of the larger diameter of the sampler, blow counts are typically higher than those obtained with the SPT and should not be directly equated to SPT blow counts. The logs indicate the type of sampler used for each sample.

Bedrock was continuously cored at 1 boring location, boring B-09, starting at a depth of 20.5 feet through the maximum depth of exploration, approximately 41 feet. Rock cores were extracted from the HQ core barrels and placed in core boxes. Rock cores were sampled in accordance with ASTM D2113-08 to identify various indicators regarding the geological, physical, and engineering nature of the bedrock.



Shear Wave Velocity Survey

Four refraction micro-tremor surveys were performed to evaluate the average shear wave velocity within the upper 100 feet of subsurface materials. Shear wave velocity is used to determine the seismic soil profile classification per the *International Building Code* ([IBC] International Code Council [ICC], 2012). Shear wave velocity is also used to estimate the rippability of site bedrock using seismic velocity charts developed by Caterpillar, Inc. (2012). The compressional or seismic wave velocities were estimated by multiplying shear wave velocities by a factor of 2.5. The methodology of shear wave velocity analysis is included in Appendix A (Shear Wave Velocity Modeling Results). The approximate locations of the geophysical survey lines are shown on Plate 1. Results below 75 feet depth are generally not very meaningful or reliable, but shear wave velocities are expected to increase with depth relative to the values measured at shallower depths.

Material Classification

A geologist examined and identified all materials in the field in accordance with ASTM D 2488. During SSA drilling, representative samples were placed in sealed plastic bags and returned to our Reno, Nevada laboratory for testing. Recovered rock cores were handled in accordance with ASTM D 5079 and placed in cardboard core boxes and returned to our Reno, Nevada laboratory for testing and further analysis. During HQ coring, the sampled core in each core run was logged, describing weathering, fracturing, strength, and quality of the rock as measured by Rock Quality Designation. Rock Quality Designation is a scale describing the proportion of intact, durable rock within the formation. The scale, from 0 to 100 percent, is broken into the categories of Very Poor (0 to 25 percent), Poor (25 to 50 percent), Fair (50 to 75 percent), Good (75 to 90 percent), and Excellent (90 to 100 percent) Rock Quality.

Logs on the test borings and hand auger holes are presented as Plate 2 (Exploration Logs), and a Unified Soil Classification System (USCS) chart has been included as Plate 3 (USCS Soil Classification Chart).



Laboratory Testing

All soils testing performed in the BEC soils laboratory is conducted in general accordance with the standards and methodologies described in Volume 4.08 of the ASTM Standards.

Index Tests

Samples of each significant soil type were analyzed to determine their in-situ moisture content (ASTM D 2216), grain size distribution (ASTM D 422), and plasticity index (ASTM D 4318). The results of these tests are shown on Plate 4 (Index Test Results). Test results were used to classify the soils according to ASTM D 2487 and to verify field logs, which were then updated as appropriate. Classification in this manner provides an indication of the soil's mechanical properties and can be correlated with published charts (Bowles, 1996; Naval Facilities Engineering Command [NAVFAC], 1986a and b). The index test results on both soils and bedrock sampled as soils were used to evaluate bearing capacity, lateral earth pressures, settlement potential, and their suitability for use as fills.

Direct Shear Test

A direct shear test (ASTM D 3080) was performed on a representative sample of material. The test was run on a remolded, inundated sample under various normal loads in order to develop a Mohr's strength envelope. For the remolded sample, the sample was screened to remove particles larger than the number 4 sieve prior to testing. Results of the test are shown on Plate 5 (Direct Shear Test Results) and were used in calculation of bearing capacities, friction factors, and lateral earth pressures.



Direct Shear Test

R-Value Test

A resistance value (R-value) test (ASTM D 2844) was performed on a representative sample of soil/bedrock materials to be used in roadways. Resistance value testing is a measure of subgrade strength and expansion potential and is used in design of flexible pavements. Results of the R-value test are shown on Plate 6 (R-Value Test Results).



Laboratory Moisture-Density Relation Test

A moisture-density relation test (ASTM D 1557) was performed on a representative sample of the native soils. The maximum density shown by this test is compared with field densities to determine the percent of relative compaction. The moisture density curve is included as Plate 7 (Compaction Test Report).

Unconfined Compressive Strength Test

An intact rock core was tested to determine its unconfined compressive strength. The core was trimmed to exhibit a height to diameter ratio of approximately 2:1. The unconfined compressive strength can be used to evaluate bearing capacity of intact in-place rock.

Unconfined compressive strength testing was performed in general accordance with ASTM D 2166 and D 7012. Test results are shown on Plate 8 (Rock Core Analyses).

Chemical Tests

Chemical testing was performed on representative samples of site foundation soils to evaluate the site materials' potential to corrode steel and PCC in contact with the ground. The samples were tested for pH, resistivity, redox potential, soluble sulfates, and sulfides. The results of the chemical tests are shown in Appendix B (Chemical Test Results). Chemical testing was performed by Silver State Analytical Laboratories of Reno, Nevada.



Geologic and General Soil Conditions

The site is located within the Lake Tahoe basin of the Sierra Nevada. Lake Tahoe formed within a fault bounded basin adjacent to the eastern front of the Sierra Nevada. Overall, the area consists of young, unconsolidated glacial, lacustrine and fluvial sediments overlying shallow granitic bedrock of the Sierra batholith. The Nevada Bureau of Mines and Geology (NBMG) has mapped the site as Cretaceous age *Hornblende granodiorite* described as *light to medium gray, medium grained, hypidiomorphic. Massive-structureless to weakly foliated on mafic minerals. Sparse mafic inclusions occurs on peninsula of Stateline Point* (Grose, 1985).

The site soils and bedrock are generally consistent with the NBMG geologic map. Our exploration encountered a surficial layer of alluvial silty sand soils up to 3 feet thick. Isolated areas along the existing roads contain fill soils derived from the alluvium; fill soils were encountered up to 4 feet thick in boring B-04. Granitic bedrock underlies the alluvial and fill soils, becoming less weathered and harder with depth. The granitic rock is variably weathered, with moderate to severe weathering through depths of 7 to 20 feet beneath the existing grade. The deeper granitic rock is slightly to moderately weathered and is generally weak to moderately strong to the maximum depth of exploration, 41 feet beneath the ground surface. The deeper granitic bedrock includes hard "corestones" of intact hard bedrock (see photo of cores).



Granitic Bedrock Cores
Boring B-09, 20.5 to 40.8 Feet

The surficial fill and alluvial soils were difficult to distinguish in our borings and are described here together. The surficial silty sand materials are described as brown, moist, medium dense, and as containing 15 to 26 percent non-plastic fines and up to 20 percent subangular to subrounded gravel.

The underlying weathered granitic rock has been weathered to soil materials but still retains its original rock textures. These materials were easily drilled using SSA drilling techniques and will excavate like soil materials. The weathered zone may contain durable cobble/boulder-sized corestones, but they are expected to be in relatively low quantities. These rock materials were sampled as silty sand in SPT/MC samples and auger cuttings and are described as tan to brown to light gray, moist, medium dense to dense, and as containing about 15 to 26 percent non-plastic fines, 74 to 85 percent fine to coarse sand, and trace amounts of fine gravel.



Deeper decomposed granite materials are present starting at depths of 7 to 15 feet and have been variably weathered to weak to moderately strong rock. These materials will include durable cobbles and boulders and larger areas of intact hard rock. These rock materials were sampled as silty sand in SPT/MC samples and auger cuttings and are described as light gray, moist, medium dense to dense, and as containing about 15 to 25 percent non-plastic to low plasticity fines, 75 to 85 percent fine to coarse sand, and trace amounts of fine gravel. Generally, this unit sampled with refusal SPT blow counts and required rock coring in 1 location.

Groundwater was not encountered during exploration, and the static groundwater table is expected to lie at a depth well below that which would affect construction. However, seasonal snowmelt runoff will produce perched water conditions. This is particularly true with respect to shallow groundwater seepage that may occur as a result of sloping topography combined with fracture systems and a stratigraphy that consists of surficial soils overlying relatively impermeable bedrock.



Geologic Hazards

Seismicity

Much of the western United States is a region of moderate to intense seismicity related to movement of crustal masses (plate tectonics). By far, the most seismically active regions, outside of Alaska, are in the vicinity of the San Andreas Fault system of western California. Other seismically active areas include the Wasatch Front in Salt Lake City, Utah, which forms the eastern boundary of the Basin and Range physiographic province, and the eastern front of the Sierra Nevada Mountains, which is the western margin of the province. The Lake Tahoe area lies within the eastern extent of the Sierra Nevada, within the western extreme of the Basin and Range. It must be recognized that there are probably few regions in the United States not underlain at some depth by older bedrock faults. Even areas within the interior of North America have a history of strong seismic activity.

Lake Tahoe lies within a region with a high potential for strong earthquake shaking. Seismicity within the north Lake Tahoe area is considered about average for the western Basin and Range Province (Ryall and Douglas, 1976). It is generally accepted that a maximum credible earthquake in this area would be in the range of magnitude 7 to 7.5 along the frontal fault system of the Eastern Sierra Nevada. The most active segment of this fault system in the north Lake Tahoe area is located at the base of the mountains near Washoe Lake, some 8 miles east of the project.

Faults

An earthquake hazards map is not available for the project area. The NBMG *My Hazards* web mapping tool (NBMG, 2018) and the geologic map (Grose, 1985) show the North Tahoe fault located approximately ½ mile east of the site and oriented in a north-south direction. The Nevada Earthquake Safety Council (1998) has developed and adopted the criteria for evaluation of Quaternary age earthquake faults. *Holocene Active Faults* are defined as those with evidence of movement within the past 10,000 years (Holocene time). Those faults with evidence of displacement during the last 130,000 years are termed *Late Quaternary Active Faults*. A *Quaternary Active Fault* is one that has moved within the last 1.6 million years. An *Inactive Fault* is a fault *without recognized activity within Quaternary time* (last 1.6 million years). Holocene Active Faults normally require that occupied structures be set back a minimum of 50 feet (100-foot-wide zone) from the ground surface fault trace. An *Occupied Structure* is considered a building, as defined by the *IBC, which is expected to have a human occupancy rate of more than 2,000 hours per year* (ICC, 2012).

The North Tahoe fault mapped in the general area of the project site is considered a *Late Quaternary Active Fault*. Because no fault is mapped as passing through or adjacent to the project, no additional fault investigation or setbacks are necessary for this project.



Ground Motion and Liquefaction

Mapping by the United States Geological Survey (USGS, 2018) indicates that there is a 2 percent probability that a *bedrock* ground acceleration of 0.66 g will be exceeded in any 50-year interval. Only localized amplification of ground motion would be expected during an earthquake.

Because the site area is underlain by a thin cover of soils and bedrock at shallow depths, liquefaction is not possible.

Flood Plains

The Federal Emergency Management Agency (FEMA) has identified the site as lying in unshaded Zone X, or outside the limits of a 500-year flood plain (FEMA, 2009).

Other Geologic Hazards

A moderate potential for dust generation is present if grading is performed in dry weather. No other geologic hazards were identified.



Discussion and Recommendations

General Information

The overall Boulder Bay project involves the complete redevelopment of the current Tahoe Biltmore property with a mixed-use development consisting of 8 separate buildings and a 3-story parking structure. As part of the project, several of the surrounding roadways will be reconfigured and reconstructed. The first phase of the project is in progress and includes the design and construction of Building A, which is currently under construction. The second phase consists of the necessary roadway realignment and reconstruction. Subsequent phases following the roadway work will consist of constructing the remaining buildings. This report pertains to the design and construction of Buildings B, C, D, and the proposed 3-story parking structure.

The recommendations provided herein, and particularly under **Site Preparation**, **Mass Grading**, **Foundation**, **Retaining Walls**, and **Quality Control**, are intended to minimize risks of structural distress related to consolidation of native soils and/or structural fills. These recommendations, along with proper design and construction of the structure and associated improvements, work together as a system to improve overall performance. If any aspect of this system is ignored or is poorly implemented, the performance of the project will suffer. Sufficient quality control should be performed to verify that the recommendations presented in this report are followed.

Structural areas referred to in this report include all areas of buildings, concrete slabs and asphalt pavements, as well as pads for any minor structures. The term engineer, as presented below, pertains to the civil or geological engineer that has prepared the geotechnical engineering report for the project or who serves as a qualified geotechnical professional on behalf of the owner.

All compaction requirements presented in this report are relative to ASTM D 1557.

Any evaluation of the site for the presence of surface or subsurface hazardous substances is beyond the scope of this investigation. When suspected hazardous substances are encountered during routine geotechnical investigations, they are noted in the exploration logs and immediately reported to the client. No such substances were revealed during our exploration.

Site Preparation

All vegetation shall be stripped and grubbed from structural areas and removed from the site. A stripping depth of 0.5 feet is anticipated in portions of the site. Large trees and associated roots greater than ½ inch in diameter shall be removed, where necessary, to a minimum depth of 12 inches below finished grade. Large roots (greater than 6 inches in diameter) shall be removed to the maximum depth possible. Vegetation and topsoil should be hauled



off site or stockpiled for use in landscaping areas. Resulting excavations shall be backfilled with structural fill compacted to 90 percent relative compaction.

The project will include demolition of various existing site improvements. Where needed, the existing pavement shall be removed either by pulverizing or simply by heavy equipment. Pulverized or recycled asphalt pavement may be reused as structural fill or aggregate base. Remnants from demolition activities should be removed from the site, including all existing foundation elements and slabs. Demolition of existing improvements should include rerouting, removal, or in-place abandonment of underground utilities. Utilities should be adequately capped or rerouted at the project perimeter in accordance with the requirements of the governing agencies. Abandoned underground utility pipes should be removed from the site or, if the pipes are left in place, they should be filled with flowable fill such as grout or controlled low-strength material. The contractor should take adequate precautions when grading the site to reduce the potential for damage to existing utilities that are to remain in service.

All soils areas to receive structural fill or structural loading shall be densified to at least 90 percent relative compaction. Bedrock shall be cleaned as much as practical to remove loose materials. Asphalt concrete pavement areas that will receive structural fill may be removed by heavy equipment or broken up utilizing a large sheeps-foot roller.

Trenching, Excavation and Utility Backfill

Excavation Characteristics

The site is overlain by a relatively thin layer of native overburden soils with areas of granular fill derived from native materials. Granitic bedrock underlies the entire area at shallow depths and was encountered in our borings at depths ranging from 2 to 5.5 feet below the existing ground surface. The overburden soils and any fill materials will be excavatable using conventional earthmoving equipment. The granitic bedrock exhibits varying degrees of weathering and is generally moderately weathered to decomposed in the upper 20 feet and fresh to slightly weathered below 20 feet. However, it should be understood that bedrock can always contain isolated, very hard corestones at any depth. The excavation rate will be slow within the granitic bedrock, and the use of aggressive excavation techniques such as single-shank rippers, hydraulic hammers, or other rock breaking equipment may be needed to achieve proposed site grades. In general, the deeper the excavations advance into bedrock, the more difficult excavation will become.

Table 1 (Shear Wave Velocity Results) identifies the calculated seismic velocities based on the measured average shear wave velocity survey conducted throughout the overall Boulder Bay site. The seismic velocity values can be correlated to published rippability charts (Caterpillar, 2012); rippability charts for CAT® D8 and D9 bulldozers are included in Appendix C (Rippability Charts). The published rippability charts do not take into account efficiency or resulting particle size of ripped bedrock material. Based on our site exploration and the shear wave velocity results, the site bedrock will be rippable using a CAT® D8 ripping dozer with a single shank to depths of up to 20 feet. Use



of larger equipment, such as a CAT® D9 or larger, will result in more reliable ripping production and will be needed when excavations extend deeper than 20 feet. Again, harder bedrock will require more aggressive techniques.

TABLE 1 – SHEAR WAVE VELOCITY RESULTS

Line Number/ Location	Shear Wave Velocity (fps ¹)	P-Wave Velocity (fps)
1	2,045	5,113
2	1,590	3,975
3	1,540	3,850
4	1,390	3,475

¹ Average shear wave velocity within 100 feet depth. FPS = feet per second. Refer to Appendix A for detailed shear wave velocity analysis results.

Temporary trenches with near-vertical sidewalls should be stable to a depth of approximately 4 feet. Temporary trenches are defined as those that will be open for less than 24 hours. Excavations to greater depths will require shoring or laying back of sidewalls to maintain adequate stability. Regulations contained in Part 1926, Subpart P, of Title 29 of the Code of Federal Regulations (2010) require that temporary sidewall slopes be no greater than those presented in Table 2 (Maximum Allowable Temporary Slopes).

TABLE 2 - MAXIMUM ALLOWABLE TEMPORARY SLOPES

Soil or Rock Type	Maximum Allowable Slopes ¹ for Deep Excavations less than 20 Feet Deep ²
Stable Rock	Vertical (90 degrees)
Type A ³	3H:4V (53 degrees)
Type B	1H:1V (45 degrees)
Type C	3H:2V (34 degrees)

Notes:

¹ Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off.

² Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.

³ A short-term (open 24 hours or less) maximum allowable slope of 1H:2V (63 degrees) is allowed in excavation in Type A soils that are 12 feet or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet in depth shall be 3H:4V (53 degrees).

The State of Nevada, Department of Industrial Relations, Division of Occupational Safety and Health Administration (OSHA) has adopted and strictly enforces these regulations, including the classification system and the maximum slopes. In general, Type A soils are cohesive, non-fissured soils with an unconfined compressive strength of 1.5



tons per square foot (tsf) or greater. Type B are cohesive soils with an unconfined compressive strength between 0.5 and 1.5 tsf. Type C soils have an unconfined compressive strength below 0.5 tsf. Numerous additional factors and exclusions are included in the formal definitions. The client, owner, design engineer, and contractor shall refer to Appendix A and B of Subpart P of the previously referenced Federal Register for complete definitions and requirements on sloping and benching of trench sidewalls. Appendices C through F of Subpart P apply to requirements and methodologies for shoring.

On the basis of our exploration, the overburden soils and fill materials are considered Type C. The granitic bedrock is generally Type A with areas of stable rock at depth. Any soil areas in question shall be considered Type C, and any bedrock areas in question shall be considered Type B, unless specifically examined by the engineer during construction. All trenching shall be performed and stabilized in accordance with local, state, and OSHA standards.

Utility Trench Backfill

The maximum particle size in trench backfill shall be 4 inches. Bedding and initial backfill 12 inches over the pipe will require import and shall conform to the requirements of the utility having jurisdiction. Bedding and initial backfill shall be densified to at least 90 percent relative compaction. Native granular soil and excavated bedrock will provide adequate final backfill as long as oversized particles are excluded, and it shall be placed in maximum 8-inch-thick loose lifts that are compacted to a minimum of 90 percent relative compaction in all structural areas.

Construction Dewatering

Groundwater was not encountered in our borings, and the static groundwater table is expected to be at a depth well below that which would affect construction. However, if construction occurs during the spring snowmelt season, perched seepage water flowing along the soil and bedrock interface and possible fracture systems may be encountered during excavation, such that construction dewatering may be necessary. If significant seepage water is encountered during earthwork, we should be contacted to provide site-specific recommendations based on the observed conditions.

Mass Grading

Vertical relief across the site is high, and the buildings are anticipated to have below-grade levels. We expect deep cuts in excess of 30 feet and potentially up to 40 feet within the underlying granitic bedrock will be needed to achieve design grades. The proposed finished floor elevations and approximate existing elevations are listed in Table 3 (Proposed Finished Floor Elevations and Expected Excavation Depths).



TABLE 3 – PROPOSED FINISHED FLOOR ELEVATIONS AND EXPECTED EXCAVATION DEPTHS

Building Name/Option	Lowest Finished Floor Elevation*	Approximate Ground Surface Elevations*	Expected Excavation Depths (ft)
B – Option 1	6,465	6,468 – 6,485	3 – 25
B – Option 2	6,445	6,468 – 6,485	25 – 45
C	6,422	6,445 – 6,453	28 – 36
D	6,422	6,440 – 6,452	23 – 35
Parking Structure	6,422	6,440 – 6,450	23 - 33

* Elevations in feet above msl.

Native granular soils and excavated bedrock will be suitable for structural fill provided particles larger than 6 inches are removed. If imported structural fill is required on this project, we recommend it satisfy the specifications presented in Table 4 (Guideline Specification for Imported Structural Fill).

TABLE 4 - GUIDELINE SPECIFICATION FOR IMPORTED STRUCTURAL FILL

Sieve Size	Percent by Weight Passing	
4 Inch	100	
3/4 Inch	70 – 100	
No. 40	15 – 70	
No. 200	5 – 20	
Percent Passing No. 200 Sieve	Maximum Liquid Limit	Maximum Plastic Index
5 – 10	50	20
11 – 20	40	15

These recommendations are intended as guidelines to specify a readily available, prequalified material. Adjustments to the recommended limits can be provided to allow the use of other granular, non-expansive material. Any such adjustments must be made and approved by the engineer, in writing, prior to importing fill to the site.

All fill placed on hillsides steeper than 5H:1V (horizontal to vertical) shall be keyed into existing materials in equipment-wide benches. The maximum vertical separation between benches shall be 6 feet.



Whenever possible, structure foundations shall not be placed partially on bedrock and partially on structural fill. Where structure foundations will be placed partially on bedrock and partially on structural fill due to cut and fill operations, differential settlement of the structural fill may be on the order of 1 percent of the maximum fill height, which would result in differential settlement of structure foundations. Such differential settlement should be minimized. Measures to minimize such differential settlement may include providing a gradual transition from the bedrock to structural fill and/or over-excavating a portion of the bedrock and backfilling with structural fill.

Excavated fresh to slightly weathered granitic bedrock materials may not break down into soil-sized particles under the mechanics of ripping, loading, transportation, placement and/or compaction. Such materials may have greater than 30 percent retained on the $\frac{3}{4}$ -inch sieve, such that standard density testing is not valid. These materials will be treated as rock fills with a maximum lift thickness and maximum particle size of 12 inches. A proof rolling program of at least 5 single passes of a minimum CAT® 815 roller in mass grading, or at least 5 complete passes with hand compactors in footing trenches, is recommended.

Any structural fill within building areas shall be placed in maximum 8-inch-thick loose lifts, each densified to at least 95 percent relative compaction. All other structural fill shall be densified to a minimum 90 percent relative compaction.

Grading shall not be performed with or on frozen soils.

Seismic Design Parameters

The 2012 *IBC* (ICC, 2012), adopted by Washoe County, requires a detailed soils evaluation to a depth of 100 feet to develop appropriate soils criteria. Site-specific geophysical analyses were performed and indicate that the subsurface materials exhibit shear wave velocities in the range of 1,390 to 2,045 feet per second. The results of the geophysical analyses performed at the site indicate that Site Class C is appropriate. The recommended seismic design criteria are presented in Table 5 (Seismic Design Criteria Using 2012 *International Building Code*).



TABLE 5 - SEISMIC DESIGN CRITERIA USING 2012 *INTERNATIONAL BUILDING CODE* (USGS, 2018)

Approximate Latitude	39.229
Approximate Longitude	120.005
Spectral Response at Short Periods, S_s , percent of gravity	166.1
Spectral Response at 1-Second Period, S_1 , percent of gravity	57.0
Site Class	C
Risk Category	II
Site Coefficient F_a , decimal	1.00
Site Coefficient F_w , decimal	1.30
Site Adjusted Spectral Response at Short Periods, S_{MS} , percent of gravity	166.1
Site Adjusted Spectral Response at Long Periods, S_{M1} , percent of gravity	74.1
Design Spectral Response at Short Periods, S_{DS} , percent of gravity	110.7
Design Spectral Response at Long Periods, S_{D1} , percent of gravity	49.4
Seismic Design Category	D

Foundation

The most economical method of foundation support lies in spread footings bearing on structural fill or granitic bedrock. Individual column footings and continuous wall footings underlain by compacted native soils or structural fill can be designed for a net maximum allowable bearing pressure of 3,500 pounds per square foot (psf). Based on the proposed finished floor elevations, the majority of foundations are anticipated be at elevations in excess of 20 feet below the existing ground surface. Individual column footings and continuous wall footings underlain by competent granitic bedrock can be designed for a net maximum allowable bearing pressure ranging from 5,000 psf for foundations less than 20 feet below the existing ground surface to 8,000 psf for foundations constructed at depths greater than 20 feet below the existing ground surface.

Column and wall footings should have minimum footing widths of 30 and 18 inches, respectively. The net allowable bearing pressure is the pressure at the base of the footing in excess of the adjacent overburden pressure. This allowable bearing value should be used for dead plus ordinary live loads. Ordinary live loads are that portion of the design live load that will be present during the majority of the life of the structure. Design live loads are loads that are produced by the use and occupancy of the building, such as by moveable objects, including people or equipment, as well as snow loads. These bearing values may be increased by one-third for total loads. Total loads are defined as the maximum load imposed by the required combinations of dead load, design live loads, snow loads, and wind or seismic loads.



With these allowable bearing pressures, total foundation movements of approximately $\frac{3}{4}$ inch should be anticipated for foundations supported on native soils or structural fill. Foundations bearing on granitic bedrock will experience negligible settlement. Differential movement between footings with similar loads, dimensions, and base elevations should not exceed two-thirds of the values provided above for total movements. The majority of the anticipated movement will occur during the construction period as loads are applied.

Lateral loads, such as wind or seismic, may be resisted by passive soil pressure and friction on the bottom of the footing. The recommended coefficient of base friction is 0.5 for soils and structural fill and 0.6 for granitic bedrock. These values have been reduced by a factor of 1.5 on the ultimate soil strength. Design values for active and passive equivalent fluid pressures are 34 and 400 psf per foot of depth, respectively, for spread footings bearing on compacted native soils or structural fill and backfilled with structural fill. Design values for active and passive equivalent fluid pressures bearing on bedrock and placed against undisturbed granitic bedrock are 25 and 600 psf per foot of depth, respectively. All exterior footings should be placed a minimum 2 feet below adjacent finished grade for frost protection.

If loose, soft, wet, or disturbed soils are encountered at the foundation subgrade, these soils should be removed to expose undisturbed granular soils or granitic bedrock and the resulting over-excavation backfilled with compacted structural fill. The base of all excavations should be dry and free of loose soils at the time of concrete placement.

Retaining Walls

Based on the existing topography and the proposed lower level finished floor elevations of the buildings, we anticipate the project will incorporate multiple retaining walls which are likely to include both site retaining walls and below-grade basement retaining walls for portions of each of the buildings. We assume site retaining walls may include some combination of shallowly founded, flexible-type retaining walls, such as mechanically stabilized earth walls or gravity block walls, or rigid cast-in-place PCC walls. Below-grade basement walls are likely to be rigid cast-in-place PCC walls, potentially in combination with a reinforced excavation utilizing soil nails or rock bolts and shotcrete. Specialized contractors are readily available for design/build of any needed specialized walls. Black Eagle Consulting, Inc. can coordinate with these contractors as well as provide special inspection as desired.

Retaining Wall Design Parameters

Table 6 (Lateral Earth Pressure Values [Equivalent Fluid Density]) provides design parameters for fully drained retaining walls with vertical back faces, horizontal backfill, and no surcharge loads next to the top of the wall. Recommendations for retaining wall drainage are provided in the **Retaining Wall Drainage Design** section. Surcharge loads, including construction and traffic loads, should be added to the following values. While the recommendations here may be suitable for other conditions, we should be consulted for retaining walls with unusual conditions such as sloping backfill (steeper than provided in Table 6), sloping retaining walls, or the presence of hydrostatic pressure. We should also be consulted where retaining walls exceed 20 feet in height. It is



noted that the Table 6 parameters assume temporary excavations into soil and bedrock at typical slopes and backfilling with retaining wall backfill. These values are conservative for retaining walls in the area where cut is to be made into competent bedrock at a steeper ratio or where permanent shoring systems are to be used. Depending on the final design and retaining wall configurations, BEC can provide reduced, appropriate earth pressure values when requested as a separate scope of work.

TABLE 6 - LATERAL EARTH PRESSURE VALUES (EQUIVALENT FLUID DENSITY), pcf ¹				
Retained Slope	Static		Dynamic	
	Active*	Passive**	Active*	Passive**
Level	31	150	50	230
3H:1V	39	NA ²	77	NA ²

¹Pounds per Cubic Foot
²No sloping ground considered on passive side. Use values for level ground.
*For walls that are free to yield at least 0.2 percent of the wall height.
**The values presented have been reduced from the ultimate passive resistance values by 67 and 50 percent to limit deflection under static and dynamic conditions, respectively.

Restrained walls should be designed to resist an at-rest equivalent fluid density (static value) of 55 pounds per cubic foot.

The allowable bearing pressure values for retaining wall foundations are provided above in the **Foundation** section. Lateral loads will be resisted by friction along the base of retaining wall footings and by passive resistance against buried foundation walls. Foundation wall footings cast directly on compacted native soils or structural fill can be designed using a coefficient of base friction of 0.5. Retaining wall footings cast directly on competent bedrock can be designed using a coefficient of base friction of 0.6. These values have been reduced by a factor of 1.5 on the ultimate soil strength.

Retaining Wall Drainage Design

For cast-in-place PCC and gravity walls, subsurface foundation drainage must be installed along the retaining wall foundations. The wall foundation drainage system for these walls may be accomplished by placing a non-woven geotextile/gravel system with a network of perforated drain pipes below and along the outside base of the footings. The geotextile shall meet or exceed the minimum properties presented in Table 7 (Minimum Required Properties for Drainage Geotextile).



TABLE 7 - MINIMUM REQUIRED PROPERTIES FOR DRAINAGE GEOTEXTILE

Grab Tensile (ASTM D 4632)	90 lbs.
Puncture Strength (ASTM D 4833)	50 lbs.
Burst Strength (ASTM D 3786)	150 psi.

A trench shall be excavated to a depth of at least 6 inches below the base and directly adjacent to the outside of the footings. A perforated, 4-inch-diameter drain pipe shall be placed in the bottom of the trench and graded to drain downslope. A minimum of 12 inches of Class C drain rock (*Standard Specifications for Public Works Construction* [SSPWC], 2012) shall be placed above the drain pipe and around the footing, then covered by the geotextile.

All retaining walls should have an appropriate drainage system to reduce accumulation of water and development of pore water pressure unless the walls are designed to resist hydrostatic pressure. Retaining wall drainage for site retaining walls can be accomplished by installing granular backfill and a weep hole drain system at the bottom of the wall (or a prefabricated drain system discussed below, if preferred). The drain rock section shall be a minimum of 18 inches wide and extend to within 12 inches of finished grade. A drainage geotextile (Table 7) shall be placed between the drain rock backfill and the native soils to prevent migration of fines into the drain rock. The drainage geotextile may be eliminated where retaining walls are constructed against bedrock and the backfill is to include entirely drain rock.

Retaining wall drainage for below-grade building walls shall include a drain section discussed above or the installation of a prefabricated drain system that is hydraulically connected to the foundation drain system. A prefabricated drain system consists of a three-dimensional mesh or waffle structure with a geotextile on one side, such as Mirafi® *Miradrain G100N*, that is fastened to the back side of the wall with the geotextile side facing the backfill. The prefabricated drain mat connects at the bottom of the wall either to a drain pipe or empties into drain rock backfill wrapped in a geotextile at the base of the wall that then drains downslope of the structure to a storm drain or to one or more sump locations from which collected water can be pumped into a storm drain.

A concrete interceptor swale or properly designed rock-lined swale shall be included at the backfill surface to direct runoff away from the wall.

Snow storage locations on the project site should be restricted to paved areas where positive surface drainage is maintained. Snow should not be stored above the retained zone of the retaining walls.

Retaining Wall Backfill

Native soils and excavated bedrock can be used as wall backfill provided particles larger than 4 inches are removed. Backfill behind retaining walls shall be compacted to 90 percent of the material's maximum dry density in accordance with ASTM D 1557, but it shall not be densified to more than approximately 92 percent relative



density to minimize pressure against the walls. Care must be exercised when compacting backfill against retaining walls and foundations. To reduce temporary construction loads on the walls, heavy equipment shall not be used for placing and compacting fill within a region as determined by a 0.5H:1V line drawn upward from the bottom of the wall, or within 3 feet of the wall, whichever is greater. We recommend that hand-operated compaction equipment be used to compact soils adjacent to retaining walls.

Where structural improvements (e.g., sidewalks, drives, etc.) are to be located above retaining wall backfill, it is critically important that compaction of these materials be diligently tested and inspected to minimize any undesirable differential movement.

Waterproofing Walls

Cast-in-place PCC walls should be waterproofed in accordance with the recommendations of the project structural engineer. To reduce the potential for water- and sulfate/salt-related damage or efflorescence to the retaining walls, particular care should be taken in selection of the appropriate type of waterproofing material to be utilized and in the application of this material. Any cold joints, such as between footings and walls, should be waterproofed with an appropriate, highly durable sealant. Basement seepage is extremely difficult and costly to repair; therefore, the wall drainage and waterproofing systems for basement retaining walls of the buildings must be well-designed and properly installed.

Retaining Wall Backfill Settlement

We anticipate retaining walls up to 20 feet tall will be constructed. In general, the compacted backfill could undergo internal consolidation of about one half a percent of the fill depth. This internal consolidation of compacted backfill could be significant for wall backfill in excess of 10 feet. The settlement associated with internal consolidation of compacted backfill 20 feet thick could be on the order of 1 to 1.5 inches. This level of settlement may adversely impact any structural improvements founded on the wall backfill (e.g., pavements and flatwork). With the use of granular structural fill, we anticipate the majority of internal consolidation of backfill soils will be complete about 30 days after fill placement. We recommend improvements such as exterior flatwork constructed over backfill zones be minimized as much as possible or alternatively constructed to span across the backfill zone. At an absolute minimum, all structural improvements that are to be founded on backfill of 10 feet or more shall be delayed a minimum of 30 days after completion of backfill placement. The project schedule shall incorporate this required time delay.

Subsidence and Shrinkage

Subsidence of native soils or granitic bedrock exposed in cut should be negligible. On-site soils excavated and recompacted in structural fills should experience quantity shrinkage of approximately 10 percent, including removal of oversized particles. In other words, 1 cubic yard of excavated granular alluvium will generate about 0.9 cubic yards of structural fill at 95 percent relative compaction. The quantity of shrinkage/swell of granitic bedrock



materials is difficult to predict and will vary depending on the degree of weathering and the presence of hard, oversized rocks within the generally weathered bedrock. Considering a low percentage of oversized particles, we expect the quantity of shrinkage/swell of the on-site, generally weathered granitic bedrock will vary between 5 percent shrinkage to 5 percent swell.

Slope Stability and Erosion Control

Stability of cut and filled surfaces involves 2 separate aspects. The first concerns true slope stability related to mass wasting, landslides, or the en masse downward movement of soil or rock. Stability of cut and fill slopes is dependent upon shear strength, unit weight, moisture content, and slope angle. The *IBC* (ICC, 2012), adopted by Washoe County, allows cut and fill slopes up to 2H:1V in the type of soils present at this site. The exploration and testing program conducted during this investigation confirms 2H:1V slopes will be stable at the site. Steeper slopes will be allowed in competent granitic bedrock but should be evaluated on a case-by-case basis. Once final design details become available, BEC can perform location-specific slope stability analyses to evaluate any steeper slopes when requested.

The second aspect of stability involves erosion potential and is dependent on numerous factors involving grain size distribution, cohesion, moisture content, slope angle, and the velocity of water or wind on the ground surface. We recommend erosion control of cut and fill for soil slopes that are 5H:1V or steeper. Soil slopes between 3H:1V and 5H:1V can be stabilized by hydroseeding. Soil slopes steeper than 3H:1V require mechanical stabilization with such alternatives as rock rip-rap or erosion control matting. The shallow, weathered granitic bedrock at the site may also need to be considered soil-like material depending on the severity of weathering and the potential for erosion. Erosion protection is not necessary for cut slopes made into competent granitic bedrock; however, such rock is generally only present at depth within the site.

Dust potential at this site will be moderate during dry periods. Temporary (during construction) and permanent (after construction) erosion control will be required for all disturbed areas. The contractor shall prevent dust from being generated during construction in compliance with all applicable city, county, state, and federal regulations. The contractor shall submit an acceptable dust control plan to the Washoe County District Health Department prior to starting site preparation or earthwork. Project specifications should include an indemnification by the contractor of the owner and engineer for any dust generation during the construction period. The owner will be responsible for mitigation of dust after accepting the project.

In order to minimize erosion and downstream impacts to sedimentation from this site, best management practices with respect to stormwater discharge shall be implemented.



Concrete Slabs

All concrete slabs shall be directly underlain by at least 4 inches of imported Type 2, Class B aggregate base (SSPWC, 2012). Aggregate base courses shall be densified to at least 95 percent relative compaction.

Final design of the building floor slab (both thickness and reinforcement) shall be performed by the project structural engineer. Coefficient of subgrade reaction (K-value) values of 200 and 350 pounds per cubic inch are appropriate for use in design of concrete slabs founded on compacted soil/structural fill and granitic bedrock, respectively. Any interior concrete slab-on-grade floors shall be a minimum of 4 inches thick. Floor slab reinforcement, as a minimum, shall consist of No. 3 reinforcing steel placed on 24-inch centers in each direction, or flat sheets of 6x6, W4.0xW4.0 welded wire mesh (WWM). Rolls of WWM are not recommended for use because vertically centered placement of rolled WWM within a floor slab is difficult to achieve. All reinforcing steel and WWM shall be centered in the floor slab through the use of concrete dobies or an approved equivalent

Valley gutters shall include at least 6 inches of fibermesh concrete (4,000 pounds per square inch [psi]). These exterior rigid pavements have been designed using the American Association of State Highway and Transportation Officials (1993) method for concrete with a 28-day flexural strength of 570 psi (approximately 4,000 psi compressive strength).

The Crystal Bay area is a region with low relative humidity. As a consequence, concrete flatwork is prone to excessive shrinking and curling. Concrete mix proportions and construction techniques, including the addition of water and improper curing, can adversely affect the finished quality of concrete and result in cracking, curling, and the spalling of slabs. We recommend that all placement and curing be performed in accordance with procedures outlined by the American Concrete Institute (2008) and this report. Special considerations shall be given to concrete placed and cured during hot or cold weather temperatures, low humidity conditions, and windy conditions such as are common in the Crystal Bay area.

Proper control joints and reinforcement shall be provided to minimize any damage resulting from shrinkage, as discussed below. In particular, crack-control joints shall be installed on maximum 10-foot centers and shall be installed to a minimum depth of 25 percent of the slab thickness. Saw-cuts, zip strips, and/or trowel joints are acceptable; however, saw-cut joints must be installed as soon as initial set allows and prior to the development of internal stresses that will result in a random crack pattern. If trowel joints are used, they will need to be grouted over prior to installation of floor coverings.

Concrete shall not be placed on frozen in-place soils.

Any interior concrete slab-on-grade floors will require a moisture barrier system. Installation shall conform to the specifications provided for a Class B vapor restraint (ASTM E 1745-97). The vapor barrier shall consist of placing a



10-mil-thick Stego® Wrap Vapor Barrier or an approved equal directly on a properly prepared subgrade surface. A 4-inch-thick layer of aggregate base shall be placed over the vapor barrier and compacted with a vibratory plate.

The base layer that overlies the moisture barrier membrane shall remain compacted and a uniform thickness maintained during the concrete pour, as its intended purpose is to facilitate even curing of the concrete and minimize curling of the slab. Extra attention shall be given during construction to ensure that rebar reinforcement and equipment do not damage the integrity of the vapor barrier. Care must be taken so that concrete discharge does not scour the base material from the vapor barrier. This can be accomplished by maintaining the discharge hose in the concrete and allowing the concrete to flow out over the base layer.

Site Drainage

The collection and diversion of surface and subsurface water away from buildings, paved areas, and retaining walls is vital to satisfactory performance of this project. The subsurface and surface drainage systems should be carefully designed to facilitate removal of water from structures and paved areas. Allowing surface water to pond on or adjacent to pavements will cause premature pavement deterioration. Permitting increases in moisture to the building supporting soils may result in a decrease in bearing capacity and an increase in settlement and/or differential movement. Surface drainage should be intercepted by drainage ditches and curbs and gutters and directed toward a suitable outlet. As previously discussed, seasonal snowmelt runoff will produce perched water conditions through the sloping topography along the soil and bedrock interface and may be compounded in cut slopes. Additionally, the construction process itself may compound seepage in areas of cut and could necessitate implementation of adequate drainage controls to prevent the saturation of subgrade and foundation bearing soils. Additional drainage measures will be necessary for retaining structures, as discussed in the **Retaining Wall Drainage Design** section of this report.

Asphalt Concrete

Asphalt Concrete Pavement Design

Specific traffic loadings for the project were not available for our analysis; however, we assume the project pavements constructed as part of the building phase will experience relatively light traffic. Paved areas subject to truck traffic shall consist of 4 inches of asphalt concrete underlain by 6 inches of Type 2, Class B aggregate base (SSPWC, 2012). Paved areas restricted to automobile parking can consist of 3 inches of asphalt concrete underlain by 6 inches of aggregate base. All aggregate base beneath asphalt pavements shall be densified to at least 95 percent relative compaction.

Pavement Maintenance

Asphalt concrete pavements have been designed for a standard 20-year life expectancy as detailed above. Due to the local climate and available construction aggregates, a 20-year performance life requires diligent maintenance.



Between 15 and 20 years after initial construction (average 17 years), major rehabilitation (structural overlay or reconstruction) is often necessary if maintenance has been lax. To achieve maximum performance life, maintenance must include regular crack sealing, seal coats, and patching as needed. Crack filling is commonly necessary every year or at least every other year. Seal coats, typically with a Type II slurry seal, are generally needed every 3 to 6 years depending on surface wear. Failure to provide thorough maintenance will significantly reduce pavement design life and performance.

Corrosion Potential

Metal Pipe Design Parameters

Laboratory testing was performed to evaluate the corrosion potential of the soils with respect to metal pipe in contact with the ground. The results of the laboratory testing indicate that the site soils are not corrosive to buried metal (American Water Works Association, 1999). As a result, metal pipe in contact with the ground will not require corrosion protection.

Portland Cement Concrete Mix Design Parameters

Soluble sulfate content has been determined for representative samples of the site foundation soils. The sulfate was extracted from the soil at a 10:1 water to soil ratio in order to assure that all soluble sodium sulfate was dissolved. The results are reported in milligrams of sulfate per kilogram of soil and can be directly converted to percent by dividing by 10,000. The percent sulfate in the soil is used to determine the sulfate exposure Class (S) from the information presented in Table 8 (Sulfate Exposure Class).

TABLE 8 - SULFATE EXPOSURE CLASS*			
S Sulfate			Water-Soluble Sulfate (SO ₄) in Soil, Percent by Weight
	Not Applicable	S0	SO ₄ < 0.10
	Moderate	S1	0.10 ≤ SO ₄ < 0.20
	Severe	S2	0.20 ≤ SO ₄ ≤ 2.00
	Very Severe	S3	SO ₄ > 2.00
*From Table 4.2.1 Exposure Categories and Classes. ACI 318, <i>Buildings Code and Comments</i> .			

The results of the testing (Appendix B) indicate that concrete in contact with the site foundation soils should be designed for Class S0 Sulfate exposure. Therefore, Type II cement can be used for all concrete work.



Anticipated Construction Problems

Excavations into slopes during the spring snowmelt season may encounter significant perched groundwater resulting in seepage that may affect construction of the project and require dewatering. Difficult excavation is likely within granitic bedrock, particularly within excavations deeper than 20 feet; these conditions may necessitate the utilization of aggressive excavation and trenching techniques.



Quality Control

All plans and specifications should be reviewed for conformance with this geotechnical report and approved by the engineer prior to submitting them to the building department for review.

The recommendations presented in this report are based on the assumption that sufficient field testing and construction review will be provided during all phases of construction. We should review the final plans and specifications to check for conformance with the intent of our recommendations. Prior to construction, a pre-job conference should be scheduled to include, but not be limited to, the owner, architect, civil engineer, general contractor, earthwork and materials subcontractors, building official, and engineer. The conference will allow parties to review the project plans, specifications, and recommendations presented in this report and discuss applicable material quality and mix design requirements. All quality control reports should be submitted to and reviewed by the engineer.

During construction, we should have the opportunity to provide sufficient on-site observation of preparation and grading, over-excavation, fill placement, foundation installation, and paving. These observations would allow us to verify that the geotechnical conditions are as anticipated and that the contractor's work is in conformance with the approved plans and specifications.



Standard Limitations Clause

This report has been prepared in accordance with generally accepted geotechnical practices. The analyses and recommendations submitted are based on field exploration performed at the locations shown on Plate 1. This report does not reflect soils variations that may become evident during the construction period, at which time re-evaluation of the recommendations may be necessary. We recommend our firm be retained to perform construction observation in all phases of the project related to geotechnical factors to ensure compliance with our recommendations.

Static groundwater was not encountered in our exploration. However, seasonal snowmelt runoff will produce perched water conditions, as discussed within this report. Construction planning should be based on the assumption of the possibility of encountering perched water.

This report has been produced to provide information allowing the architect or engineer to design the project. The owner is responsible for distributing this report to all designers and contractors whose work is affected by geotechnical aspects. In the event there are changes in the design, location, or ownership of the project from the time this report is issued, recommendations should be reviewed and possibly modified by the engineer. If the engineer is not granted the opportunity to make this recommended review, he or she can assume no responsibility for misinterpretation or misapplication of his or her recommendations or their validity in the event changes have been made in the original design concept without his or her prior review. The engineer makes no other warranties, either express or implied, as to the professional advice provided under the terms of this agreement and included in this report.

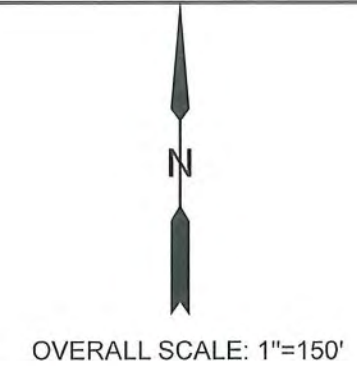


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PLATES

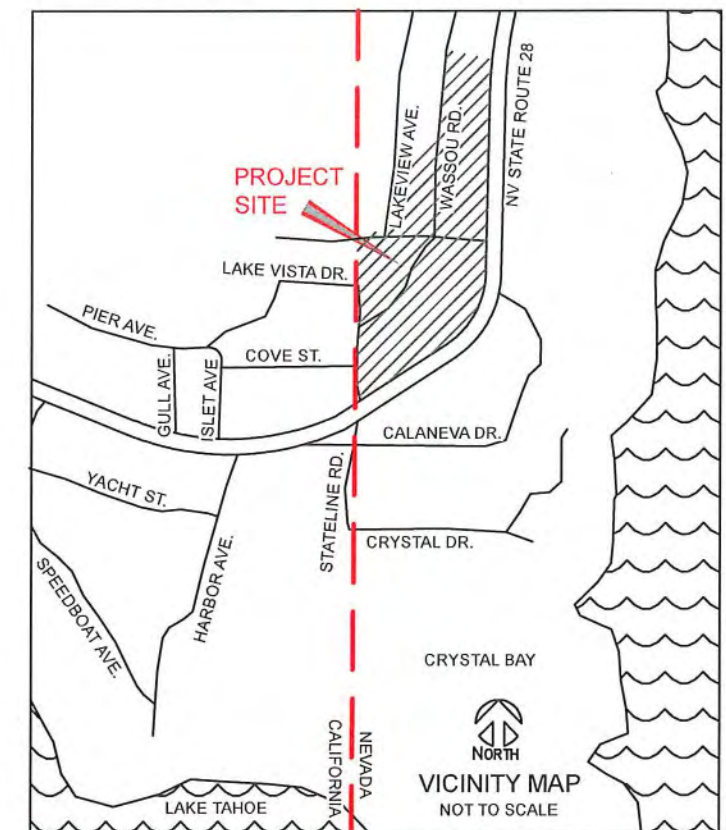


LEGEND

- B-01 APPROXIMATE BORING LOCATION
- HA-01 APPROXIMATE HAND AUGER LOCATION
- S₁ APPROXIMATE SEAR WAVE VELOCITY SURVEY LINE

NOTES

1. BASE MAP PROVIDED BY LUMOS & ASSOCIATES.



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CFA, INC.
PLOT PLAN

BOULDER BAY - BUILDINGS B,C,D AND PARKING STRUCTURE
WASHOE COUNTY, NEVADA

Project No.
0091-52-1

Plate 1

WSUP21-0035
EXHIBIT H

BORING LOG

BORING NO.: B-01
 TYPE OF RIG: CME 55 Track
 LOGGED BY: JP

DATE: 4/11/2018
 DEPTH TO GROUND WATER (ft): NE
 GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	SPT	12			2			Asphalt Concrete An approximate 3.75-inch-thick layer of asphalt concrete pavement. No aggregate base.
B	SPT	17	11.9	NP	4	SM		Silty Sand Brown, moist, medium dense, with 18% non-plastic fines and 82% fine to medium sand. Includes friable granitic clasts.
C	SPT	76			6	SM		Weathered Granite Granitic bedrock weathered to decomposed granite. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 15% non-plastic fines and 85% fine to coarse sand.
					8			
					10			
					12			
					14			
					16			
					18			
					20			

6-inch diameter solid stem auger (SSA),
 N 4346335 E 758474 UTM NAD83

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BORING LOG

BORING NO.: B-02





DATE: 4/11/2018

TYPE OF RIG: CME 55 Track

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	SPT	20			0	GW		Asphalt Concrete An approximate 3.75-inch-thick layer of asphalt concrete pavement.
B	SPT	55/6"			2	SM		Aggregate Base An approximate 4-inch-thick layer of aggregate base.
C	SPT	76			4	SM		Silty Sand with Gravel Brown, moist, medium dense to very dense, with an estimated 15% non-plastic fines, 55-65% fine to coarse sand, and 20-30% subrounded gravel up to 1.25 inches in diameter. Includes friable granitic clasts.
D	SPT	30/1"			6	SM		Weathered Granite Granitic bedrock weathered to decomposed granite. Rock fabric intact and recognizable. Breaks down to Silty Sand with Gravel during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 15% non-plastic fines, 55% fine to coarse sand, and 30% angular gravel up to 1.25 inches in diameter. Increasing strength with depth.
					10			Auger refusal in hard rock materials.
					12			
					14			
					16			
					18			
					20			

6-inch diameter SSA to 5 feet, 4-inch diameter SSA to 10 feet.
N 4346410 E 758485 UTM NAD83

BORING LOG 0091521.GPJ BLKEAGLE.GDT 6/20/2018



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BORING LOG

BORING NO.: B-03
 TYPE OF RIG: CME 55 Track
 LOGGED BY: JP

DATE: 4/11/2018
 DEPTH TO GROUND WATER (ft): NE
 GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
	GRAB		11.1	NP	2	SM		Asphalt Concrete An approximate 3.75-inch-thick layer of asphalt concrete pavement. No aggregate base.
A	SPT	34			4			Silty Sand Brown, moist, medium dense, with 26% non-plastic fines, 67% fine to coarse sand, and 7% subrounded gravel up to 1.25 inches in diameter.
B	SPT	37			6	SM		Includes friable granitic clasts.
C	SPT	52			8			Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, dense to very dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
D	MC	50/3.5"			10			Granite Granitic bedrock, slight to moderate weathering, friable to weak. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
E	SPT	50/3"			16			
F	MC	65/1"			20	SM		

6-inch diameter SSA to 5 feet, 4-inch diameter SSA to 30 feet.
 N 4346469 E 758473 UTM NAD83

BORING LOG 0091521.GPJ BLKEAGLE.GDT 8/20/2018



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BORING LOG

BORING NO.: B-03

DATE: 4/11/2018

TYPE OF RIG: CME 55 Track

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					24			
G	X SPT	30/0"			26			
					28	SM		Very hard drilling at 27 feet beneath the ground surface (bgs).
H	X SPT	50/1"			30			
					32			
					34			
					36			
					38			
					40			
					42			

6-inch diameter SSA to 5 feet, 4-inch diameter SSA to 30 feet.
N 4346469 E 758473 UTM NAD83

BORING LOG 0091521.GPJ BLKEAGLE.GDT 6/20/2018



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BORING LOG

BORING NO.: B-04
 TYPE OF RIG: Diedrich D-120
 LOGGED BY: JP

DATE: 4/12/2018
 DEPTH TO GROUND WATER (ft): NE
 GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
								Asphalt Pavement An approximate 2.25-inch-thick layer of asphalt concrete pavement.
A	X SPT	6			2	SM		Silty Sand (Fill) Brown, very moist, loose, with an estimated 20% non-plastic fines, 75% fine to coarse sand, and 5% subrounded gravel up to 3/4 inch in diameter.
					4			Includes friable granitic clasts.
B	X MC	35	10.4	NP	6	SM		Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT samples. Brown to light gray, moist, medium dense, with 26% non-plastic fines and 74% fine to coarse sand.
					8			Includes friable granitic clasts.
C	X SPT	64			10			Granite Granitic bedrock, slight to moderate weathering, friable to moderately strong. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 15% non-plastic fines and 85% fine to coarse sand.
D	X MC	65/4"			12			
					14	SM		
E	X SPT	50/3.5"			16			
					18			
F	X SPT	50/5.5"			20			

6-inch diameter SSA to 5 feet, 4-inch diameter SSA to 20 feet.
 N 4346511 E 758527 UTM NAD83

BORING LOG 0091521.GPJ BLKEAGLE.GDT 6/20/2018



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BORING LOG

BORING NO.: B-05
 TYPE OF RIG: Diedrich D-120
 LOGGED BY: JP

DATE: 4/12/2018
 DEPTH TO GROUND WATER (ft): NE
 GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
						SM		Silty Sand (Fill) Brown, moist, medium dense, with an estimated 20% non-plastic fines, 70% fine to coarse sand, and 10% subrounded gravel up to 1 inch in diameter.
A	MC	25			2	SM		Silty Sand Brown, moist, medium dense, with an estimated 30% non-plastic to low plasticity fines, 65% fine to medium sand, and 5% subangular to subrounded gravel up to 1 inch in diameter.
B	SPT	11			4			
					6			Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT/MC samples. Light gray, moist, medium dense to dense, with 22% non-plastic fines and 78% fine to coarse sand.
C	MC	30	4.3	NP	8			
					10	SM		
D	SPT	15			12			
					14			
E	MC	53			16			Contact indicated by drilling response.
					18			Granite Granitic bedrock, slight to moderate weathering, friable to moderately strong. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
F	SPT	50/5.5"			20	SM		

N 4346596 E 758576 UTM NAD83

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BORING LOG

BORING NO.: B-05

DATE: 4/12/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					24	SM		
G	X SPT	50/3.5"			26			
					28			
H	X SPT	30/0"			30			
					32			
					34			
					36			
					38			
					40			
					42			

N 4346596 E 758576 UTM NAD83

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BORING LOG

BORING NO.: B-06
 TYPE OF RIG: Diedrich D-120
 LOGGED BY: JP

DATE: 4/17/2018
 DEPTH TO GROUND WATER (ft): NE
 GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
						GW	XXXXXX	Asphalt Concrete An approximate 2.75-inch-thick layer of asphalt concrete pavement.
					2			Aggregate Base An approximate 2.5-inch-thick layer of aggregate base.
A	X SPT	19	7.3	4	4	SM		Silty Sand with Gravel Brown, moist, medium dense to very dense, with an 22% low plasticity fines, 53% fine to coarse sand, and 25% subrounded gravel up to 1.25 inches in diameter.
B	X SPT	50/5"			6			Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT samples. Brown to light gray, moist, dense to very dense, with an estimated 30% non-plastic to low plasticity fines and 70% fine to coarse sand.
C	X SPT	43			8	SM		Very hard drilling 6-7 feet bgs.
D	X SPT	48			10			
					12			Granite Granitic bedrock, slight to moderate weathering, friable to weak. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
E	X MC	50/4"			16			
					18			
F	X SPT	50/4"			20	SM		

Refusal at 5 and 9.7 feet 4/11/18. Drilled to 30 feet on 4/17/18.
 N 4346439 E 758509 UTM NAD83

BORING_LOG_0091521.GPJ BLKEAGLE.GDT 8/20/2018



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BORING LOG

BORING NO.: B-06

DATE: 4/17/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					24			
G	X SPT	50/5.5"			26	SM		
					28			
H	X SPT	30/0"			30			
					32			Auger refusal at 5 and 9.7 feet bgs, third attempt advanced to target depth with augers.
					34			
					36			
					38			
					40			
					42			

Refusal at 5 and 9.7 feet 4/11/18. Drilled to 30 feet on 4/17/18.
N 4346439 E 758509 UTM NAD83

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BORING LOG

BORING NO.: B-07

DATE: 4/12/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
								Asphalt Concrete An approximate 3.75-inch-thick layer of asphalt concrete pavement. No aggregate base.
A	X SPT	99/11.5"			2	SM		Silty Sand Brown, moist, medium dense, with an estimated 20% non-plastic fines, 70% fine to coarse sand, and 10% subrounded gravel up to 1.25 inches in diameter.
								Includes friable granitic clasts.
B	X MC	65/5.5"			4			Granite Granitic bedrock, slight to moderate weathering, friable to weak. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
					6			Very difficult drilling 6-13 feet bgs. Possible intact rock/corestone.
C	X SPT	30/0"			8			No recovery at 7.5, 10, 30, and 35 feet bgs.
					10			
D	X SPT	30/0"			12			
					14			
E	X SPT	50/3"			16			
					18			
					20	SM		Slight orange weathering stain.
F	X SPT	50/5"						

N 4346486 E 758522 UTM NAD83

BORING LOG 0091521.GPJ BLKEAGLE.GDT 8/20/2018



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BORING LOG

BORING NO.: B-07

DATE: 4/12/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					24			
G	X SPT	50/2"			26			
					28			
H	X SPT	30/0"			30	SM		
					32			
					34			
I	X SPT	30/0"			36			
					38			
					40			
					42			

N 4346486 E 758522 UTM NAD83

BORING_LOG 0091521.GPJ BLKEAGLE.GDT 6/20/2018



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BORING LOG

BORING NO.: B-08

DATE: 4/12/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
								Asphalt Concrete An approximate 3-inch-thick layer of asphalt concrete pavement. No aggregate base.
A	X SPT	17			2	SM		Silty Sand Brown, moist, medium dense, with an estimated 20% non-plastic fines, 70% fine to coarse sand, and 10% subrounded gravel up to 1.25 inches in diameter.
					4			Includes friable granitic clasts.
B	X MC	57	7.0	2	6			Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT samples. Brown to light gray, moist, medium dense to dense, with 32% low plasticity fines and 68% fine to coarse sand.
C	X SPT	30			8	SM		
D	X MC	45			10			
					12			
					14			
E	X SPT	91			16			Granite Granitic bedrock, slight to moderate weathering, friable to weak. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
					18			
F	X SPT	50/5"			20	SM		

N 4346477 E 758584 UTM NAD83

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BORING LOG

BORING NO.: B-08

DATE: 4/12/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
						SM		
					24			
G	X SPT	50/4"						
					26			
					28			
					30			
H	X SPT	50/4.5"						
					32			
					34			
					36			
					38			
					40			
					42			

N 4346477 E 758584 UTM NAD83

BORING_LOG 0091521.GPJ BLKEAGLE.GDT 6/20/2018



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EXHIBIT H
SHEET 2 OF 2

BORING LOG

BORING NO.: B-09
 TYPE OF RIG: Diedrich D-120
 LOGGED BY: JP

DATE: 4/16/2018
 DEPTH TO GROUND WATER (ft): NE
 GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					0			Gravel Surfacing
					2	SM		Silty Sand Brown, moist, medium dense, with an estimated 20% non-plastic fines, 70% fine to coarse sand, and 10% subrounded gravel up to 1.25 inches in diameter.
A	X SPT	16			4			Includes friable granitic clasts.
					6	SM		Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT/MC samples. Brown to light gray, moist, medium dense to dense, with an estimated 20% low plasticity fines and 80% fine to coarse sand.
B	X SPT	36			8			
C	X MC	38			10			Granite Granitic bedrock, slight to moderate weathering, friable to weak. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
D	X SPT	50/5"			12			
					14			
E	X MC	76			16	SM		
					18			
					20			Auger refusal at 20 feet bgs. HQ coring from 20-40.8 feet bgs.
F	X SPT	30/0"						Granite Light gray, fresh to moderate weathering, very strong to extremely strong, moderate to wide fracture spacing. Minimum fracture spacing 12 inches.

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 Washoe County, Nevada

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 0091-52-1

PLATE:
WSUP21-0035
EXHIBIT H
 SHEET 1 OF 2



BORING LOG

BORING NO.: B-09

DATE: 4/16/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
G	CORE							Sample G: Rock Quality Designation (RQD) = 77, Good Quality. Coring rate = 1.6 minutes per foot (min/ft).
H	CORE				24			
					26			Sample H: RQD = 67, Fair Quality. Coring rate = 1.8 min/ft.
					28			Granite Light gray, fresh to moderate weathering, weak to extremely strong, moderate to wide fracture spacing. Minimum fracture spacing 12 inches.
I	CORE				30			
					32			Sample I: No Recovery, RQD = 0, Very Poor Quality. Coring rate 1.2 min/ft.
					34			
J	CORE				36			Granite Light gray, fresh to moderate weathering, moderately strong to extremely strong, moderate to wide fracture spacing. Minimum fracture spacing 12 inches.
					38			Sample J: RQD = 32, Poor Rock Quality. Coring rate 2.4 min/ft.
K	CORE				40			Sample K: RQD = 67, Fair Rock Quality. Coring rate = 3.5 min/ft.
					42			

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BORING LOG

BORING NO.: B-10

DATE: 4/17/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					2	SM		Silty Sand Brown, moist, medium dense, with an estimated 30% non-plastic fines, 65% fine to coarse sand, and 5% subrounded gravel up to 1 inch in diameter.
A	X SPT	14			4			
B	X SPT	12			6			Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT/MC samples. Light gray, moist, medium dense to dense, with 21% non-plastic fines and 79% fine to coarse sand.
C	X MC	32	7.6	NP	10			
					12	SM		
D	X SPT	37			16			
E	X SPT	50/5"			20	SM		Granite Granitic bedrock, slight to moderate weathering, friable to moderately strong. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an

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SHEET 1 OF 2

BORING LOG

BORING NO.: B-10


DATE: 4/17/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
						SM		estimated 15% non-plastic fines and 85% fine to coarse sand.
F	X SPT	50/3"			24			
					26			
					28			
					30			
					32			
					34			
					36			
					38			
					40			
					42			

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SHEET 2 OF 2

BORING LOG

BORING NO.: B-11

DATE: 4/12/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
						SM		Silty Sand Brown, moist, medium dense, with an estimated 30% non-plastic fines, 65% fine to coarse sand, and 5% subrounded gravel up to 1 inch in diameter.
A	X SPT	44	6.0	NP	2			Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT/MC samples. Light gray, moist, dense to dense, with 21% non-plastic fines and 79% fine to coarse sand.
B	X SPT	68			4	SM		
C	X MC	50/5"			8	CL		Weathered Granite Granitic bedrock completely weathered to soil. Breaks down to Sandy Lean Clay during auger drilling and in MC samples. Light gray, moist, very hard, with an estimated 60% low to medium plasticity fines and 40% fine sand.
D	X SPT	50/3.5"			10			Granite Granitic bedrock, slight to moderate weathering, friable to moderately strong. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
E	X SPT	50/2.5"			16	SM		
F	X SPT	50/5"			20			

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SHEET 1 OF 2

BORING LOG

BORING NO.: B-11


DATE: 4/12/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					24	SM		
G	X SPT	50/3.5"			26			
					28			
					30			
					32			
					34			
					36			
					38			
					40			
					42			

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SHEET 2 OF 2

BORING LOG

BORING NO.: B-12

DATE: 4/16/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					2	SM		Silty Sand with Gravel (Fill) Brown, moist, medium dense to very dense, with an estimated 25% low plasticity fines, 50% fine to coarse sand, and 25% subrounded gravel up to 1.25 inches in diameter.
A	X SPT	50/5.5"						Gravel stuck in SPT sampler.
					4			
B	X SPT	27			6			Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in SPT samples.
						SM		Light gray, moist, medium dense, with an estimated 25% low plasticity fines, 70% fine to coarse sand, and 5% angular gravel up to 0.5 inch in diameter.
C	X SPT	15			8			
					10			Weathered Granite Granitic bedrock weathered to decomposed granite, friable. Rock fabric intact and recognizable. Breaks down to Silty Sand during auger drilling and in MC samples.
D	MC	36			12			Light gray, moist, medium dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
					14	SM		
E	X SPT	69			16			Granite Granitic bedrock, slight to moderate weathering, friable to moderately strong. Breaks down to Silty Sand during auger drilling and in SPT samples. Light gray, moist, very dense, with an estimated 20% non-plastic fines and 80% fine to coarse sand.
					18	SM		
					20			
F	X SPT	64						

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BORING LOG

BORING NO.: B-12

DATE: 4/16/2018

TYPE OF RIG: Diedrich D-120

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
						SM		
G	X SPT	50/5.5"			24			
					26			
					28			
H	X SPT	50/4"			30			
					32			
					34			
					36			
					38			
					40			
					42			

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PLATE:

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TEST HOLE LOG

BORING NO.: HA-01


DATE: 4/24/2018

TYPE OF RIG: Hand Auger

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	GRAB				2	SM		Silty Sand with Gravel Brown, moist, medium dense, with an estimated 20% non-plastic fines, 65% fine to coarse sand, and 15% subangular gravel up to 3 inches in diameter.
					4			
					6			Hand auger refusal at 5 feet bgs.
					8			

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TEST HOLE LOG

BORING NO.: HA-02

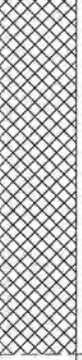
DATE: 4/24/2018

TYPE OF RIG: Hand Auger

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: JP

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	BLOWS/12 inches	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
					2	SM		Silty Sand with Gravel (Fill) Brown, moist, medium dense, with an estimated 20% non-plastic fines, 65% fine to coarse sand, and 15% subangular gravel up to 3 inches in diameter. Includes some cobbles and construction debris including PCC and AC chunks.
					4			Hand auger refusal at 3 feet bgs, due to obstructions. Attempted in multiple locations.
					6			
					8			

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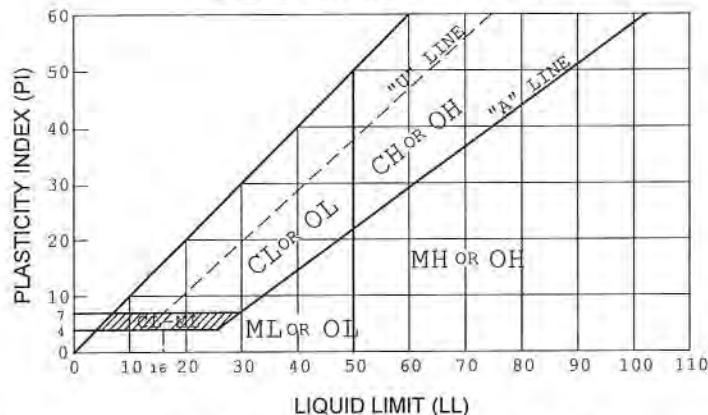
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SHEET 1 OF 1

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
				GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES	
	SAND AND SANDY SOILS	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES	
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES	
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
				CH	INORGANIC CLAYS OF HIGH PLASTICITY	
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	
FILL MATERIAL				—	FILL MATERIAL, NON-NATIVE	

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS.

PLASTICITY CHART



FOR CLASSIFICATION OF FINE-GRAINED SOILS AND FINE-GRAINED FRACTION OF COARSE-GRAINED SOILS

EXPLORATION SAMPLE TERMINOLOGY

Sample Type	Sample Symbol	Sample Code
Auger Cuttings		Auger
Bulk (Grab) Sample		Grab
Modified California Sampler		MC
Shelby Tube		SH or ST
Standard Penetration Test		SPT
Split Spoon		SS
No Sample		

GRAIN SIZE TERMINOLOGY

Component of Sample	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75mm to 0.074mm)
Silt or Clay	Passing #200 sieve (0.074mm)

RELATIVE DENSITY OF GRANULAR SOILS

N - Blows/ft	Relative Density
0 - 4	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
greater than 50	Very Dense

CONSISTENCY OF COHESIVE SOILS

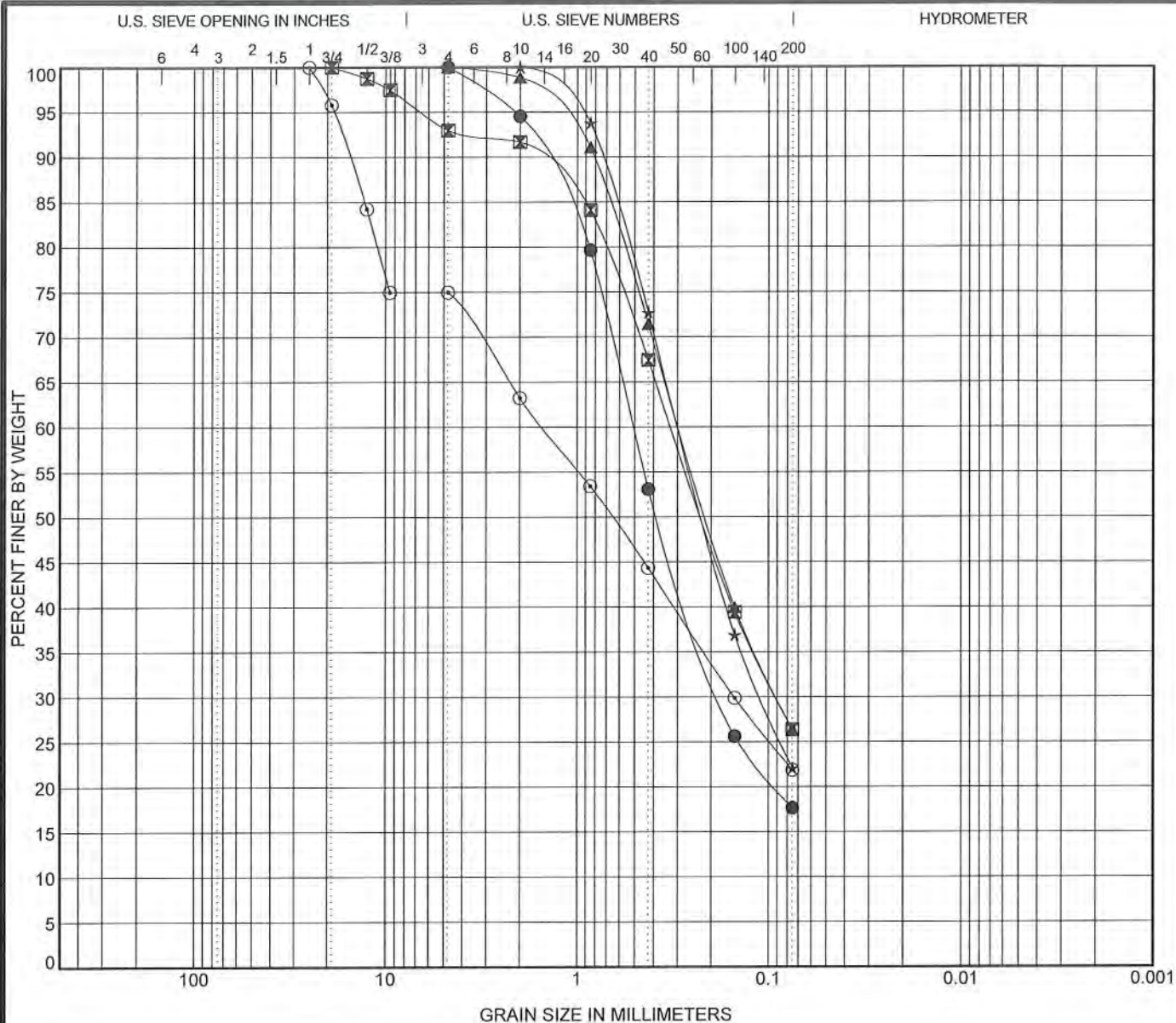
Unconfined Compressive Strength, psf	N - Blows/ft	Consistency
less than 500	0 - 1	Very Soft
500 - 1,000	2 - 4	Soft
1,000 - 2,000	5 - 8	Firm
2,000 - 4,000	9 - 15	Stiff
4,000 - 8,000	16 - 30	Very Stiff
8,000 - 16,000	31 - 60	Hard
greater than 16,000	greater than 60	Very Hard



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USCS Soil Classification Chart

Project: Boulder Bay
Location: Washoe County, Nevada
Project Number: 0091-52-1 Plate: **WSUP21-0035 EXHIBIT H**



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification			USCS Classification					LL	PL	PI	Cc	Cu
●	B-01	2.5'	SILTY SAND (SM)					NP	NP	NP		
☒	B-03	1.0'	SILTY SAND (SM)					NP	NP	NP		
▲	B-04	5.0'	SILTY SAND (SM)					NP	NP	NP		
★	B-05	7.5'	SILTY SAND (SM)					NP	NP	NP		
◎	B-06	2.5'	SILTY, CLAYEY SAND with GRAVEL (SC-SM)					23	19	4		
Specimen Identification			D100	D60	D30	D10	MC %	%Gravel	%Sand	%Silt	%Clay	
●	B-01	2.5'	4.75	0.509	0.177		11.9	0.0	82.3	17.7		
☒	B-03	1.0'	19	0.322	0.091		11.1	7.0	66.6	26.3		
▲	B-04	5.0'	4.75	0.291	0.09		10.4	0.0	73.6	26.4		
★	B-05	7.5'	2	0.294	0.109		4.3	0.0	77.9	22.1		
◎	B-06	2.5'	25	1.506	0.151		7.3	25.0	53.1	21.9		

GRAIN SIZE DISTRIBUTION

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Project: Boulder Bay

Location: Washoe County, Nevada

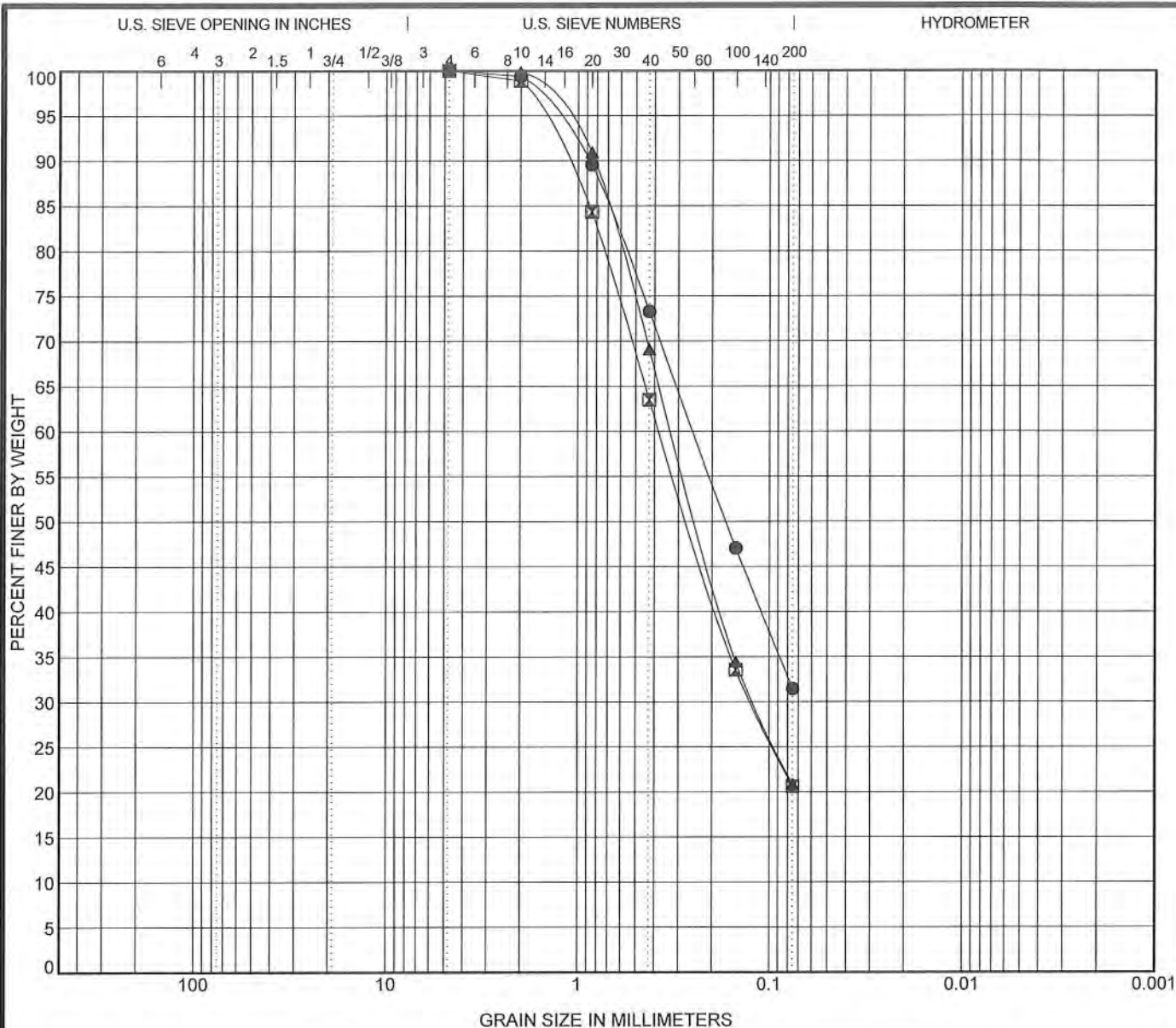
Project Number: 0091-52-1

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EXHIBIT H



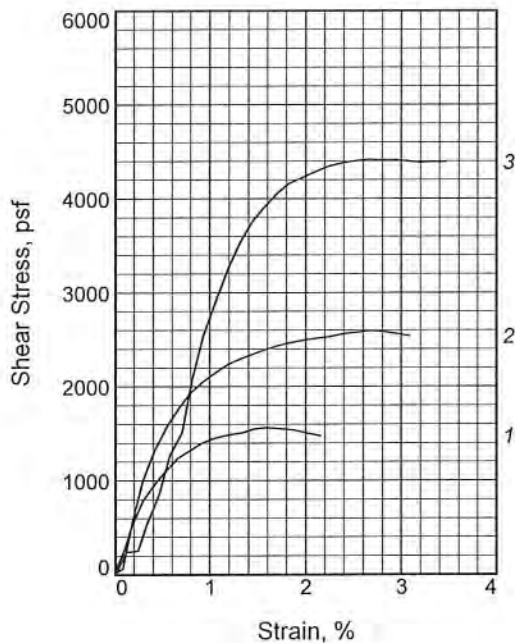
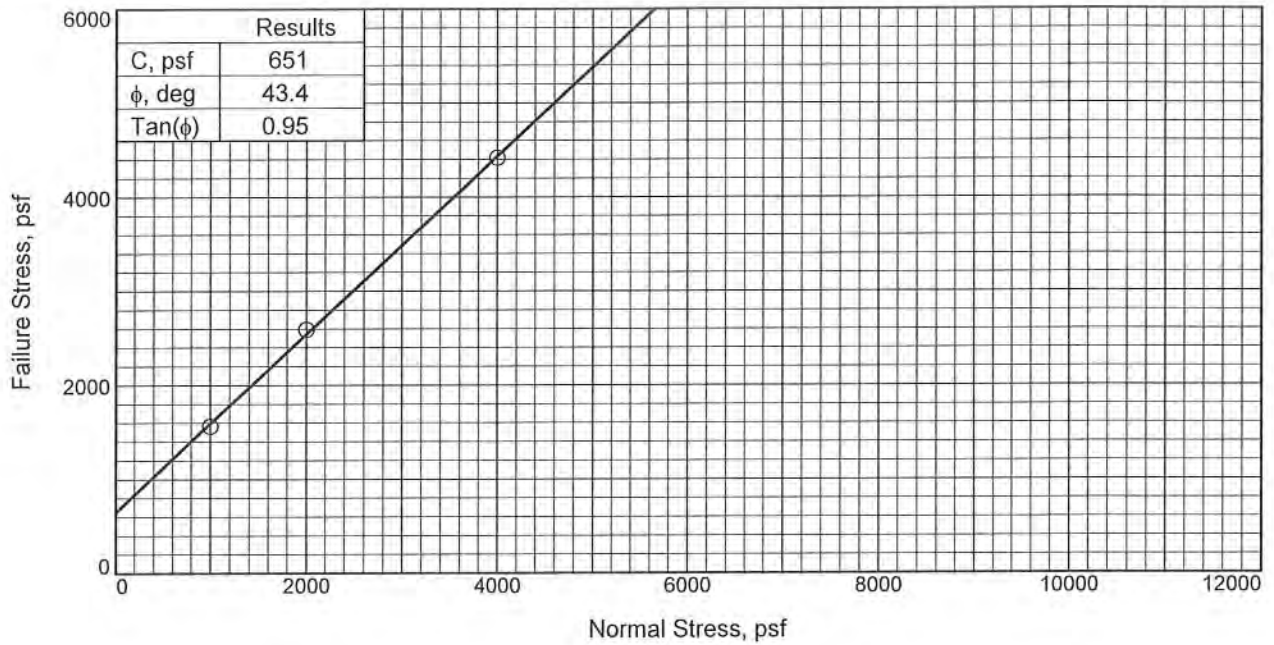




US ATTERBERG LIMITS 0091521.GPJ US LAB.GDT 6/21/2018



4C



Sample No.		1	2	3
Initial	Water Content, %	13.4	13.4	13.4
	Dry Density, pcf	113.9	113.9	113.9
	Saturation, %	78.4	78.4	78.4
	Void Ratio	0.4528	0.4528	0.4528
	Diameter, in.	2.420	2.420	2.420
	Height, in.	1.000	1.000	1.000
At Test	Water Content, %	16.0	20.5	20.3
	Dry Density, pcf	115.3	114.9	116.3
	Saturation, %	97.8	123.3	127.3
	Void Ratio	0.4346	0.4397	0.4229
	Diameter, in.	2.420	2.420	2.420
	Height, in.	0.988	0.991	0.979
Normal Stress, psf		1000	2000	4000
Failure Stress, psf		1563	2593	4416
Strain, %		1.6	2.7	2.6
Ult. Stress, psf				
Strain, %				
Strain rate, in./min.		0.002	0.002	0.002

Sample Type: Remold

Description:

LL= NV

PI= NP

Assumed Specific Gravity= 2.65

Remarks: Laboratory Log 6430

Figure 5a

Client: CFA, Inc.

Project: Boulder Bay

Source of Sample: B-04

Depth: 5'

Sample Number: B

Proj. No.: 0091-52-1

Date Sampled: 04/11/18

DIRECT SHEAR TEST REPORT

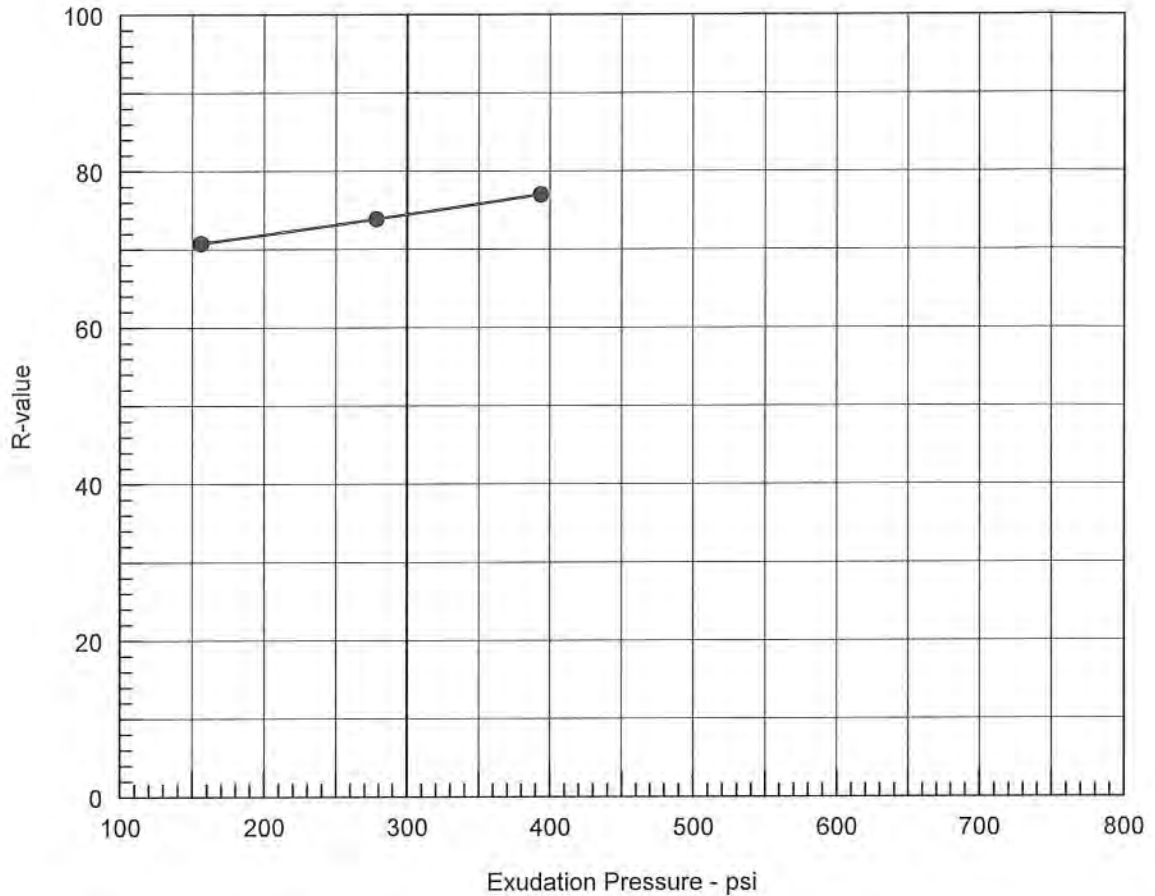
BLACK EAGLE CONSULTING, INC.

Tested By: GLO

Checked By: SRS

**WSUP21-0035
EXHIBIT H**

R-VALUE TEST REPORT

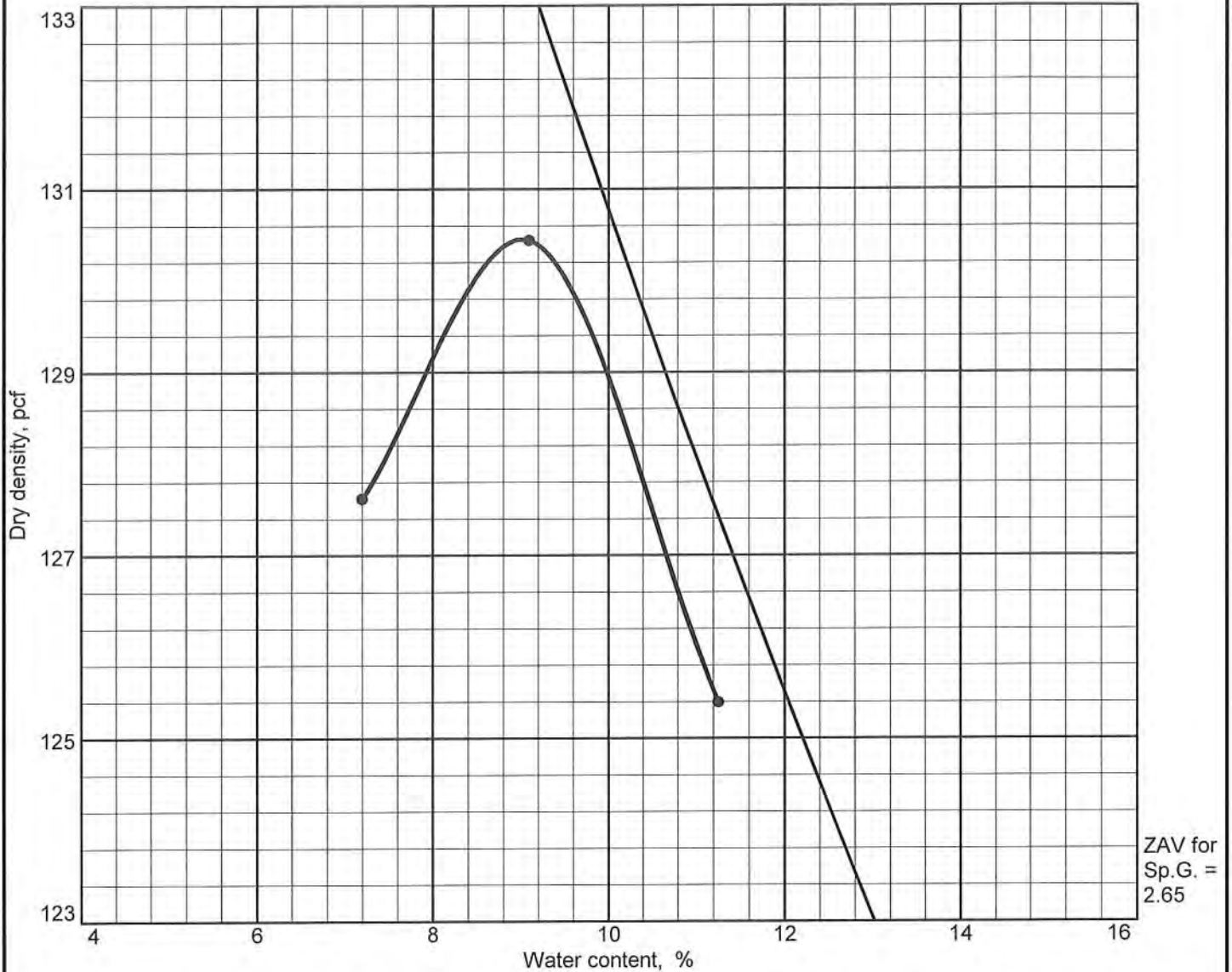


Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	350	122.7	11.1	0.18	30	2.47	278	74	74
2	350	122.4	10.6	0.18	26	2.52	394	77	77
3	350	122.9	11.7	0.12	35	2.46	156	71	71

Test Results	Material Description
R-value at 300 psi exudation pressure = 74	
Project No.: 0091-52-1 Project: Boulder Bay Source of Sample: B-03 Depth: 1'-5" Sample Number: Bulk Date: 5/18/2018	Tested by: GLO Checked by: SRS Remarks: Laboratory Log 6430
R-VALUE TEST REPORT BLACK EAGLE CONSULTING, INC.	WSUP21-0035 EXHIBIT H

COMPACTION TEST REPORT



Test specification: ASTM D 1557-78 Method B Modified

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > No.4	% < No.200
	USCS	AASHTO						
	SM						75.0	22

TEST RESULTS		MATERIAL DESCRIPTION	
Maximum dry density = 130.5 pcf		Silty Sand	
Optimum moisture = 9.0 %			
Project No. 0091-52-1 Client: CFA, Inc.		Remarks: Laboratory Log 6488	
Project: Boulder Bay			
● Source: B-3, 1'-5' & B-12, 5'-10'			
BLACK EAGLE CONSULTING, INC.		WSUP21-0035 Fig. 7 EXHIBIT H	
Reno, Nevada			

WSUP21-0035
Figure 7
EXHIBIT H

ROCK CORE ANALYSES

PROJECT: Boulder Bay

CLIENT: CFA, Inc.

PROJECT NO.: 0091-52-1

CORE NO.	B-09						
LOCATION	22.0' – 22.5'						
DATE CORED	04/13/18						
DATE TESTED	05/29/18						
UNCAPPED LENGTH - INCHES	5.40						
CAPPED LENGTH - INCHES	5.62						
DIAMETER - INCHES	2.38						
AREA – IN ²	4.45						
L/D RATIO	2.36						
L/D CORRECTION	0.0						
TOTAL LOAD - LBS	86,580						
UNIT LOAD - PSI	19,460						
CORRECTED UNIT LOAD - PSI	19,460						
AVERAGE UNIT LOAD - PSI	19,460						
REMARKS:							



Black Eagle Consulting, Inc.
1345 Capital Boulevard, Suite A
Reno, NV 89502-7140
Phone: (775) 359-6600
Fax: (775) 359-776

Respectfully Submitted By:

Scott R. Shipley
Laboratory Manager
Date: May 30, 2018

WSUP21-0035
EXHIBIT H
Plate 8

APPENDIX A

SHEAR WAVE VELOCITY MODELING
RESULTS

MICROTREMOR SHEAR-WAVE ANALYSIS

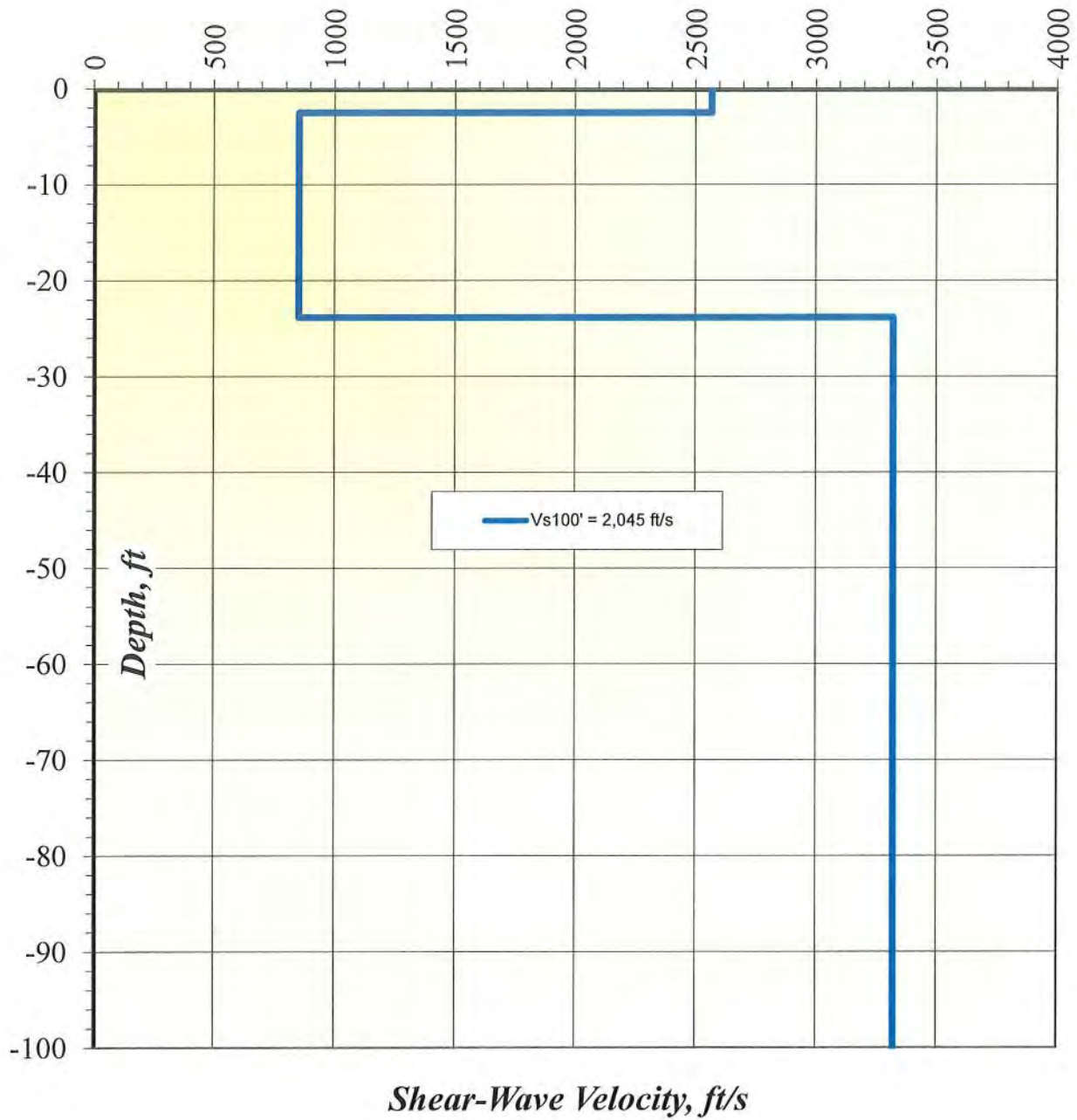
Shear-wave velocities for subsurface strata were collected using a multiple channel digital acquisition data logger and geophone system. A DAQLink II™ 24-bit, 2-channel analog to digital data logger, coupled with 12, 4.5-Hz geophones on 3-meter spacings, was used to record background micro tremor refraction data. SeisOpt ReMi® software was then used to model the digital refraction data using a wave field transformation data processing technique and an interactive Rayleigh-wave dispersion model. Model output after data processing is presented as a spectral solution of wave frequency vs. slowness, the modeled Rayleigh-wave phase-velocity dispersion curve, and a graphical representation of shear-wave velocity vs. depth at the modeled location.

The Rayleigh-wave dispersion curve and slowness-frequency wave dispersion are contained in Appendix A. For standard 8-meter (25-foot) geophone spacing, estimation of Rayleigh-wave phase-velocity dispersion curves by slowness-frequency wave field transformation has been shown to be an effective method for estimation of 30-meter (100-foot) average shear-wave velocities and one-dimensional shear-wave profile within 20 percent accuracy to 100 meters depth¹. The shear-wave velocity versus depth model is also contained in this Appendix A.

¹ Louie, John N., April 2001, "Faster, Better: Shear-Wave Velocity to 100 Meters Depth for Refraction Microtremor Arrays." *Bulletin of the Seismological Society of America*, v. 91, n. 2, p. 347-396.

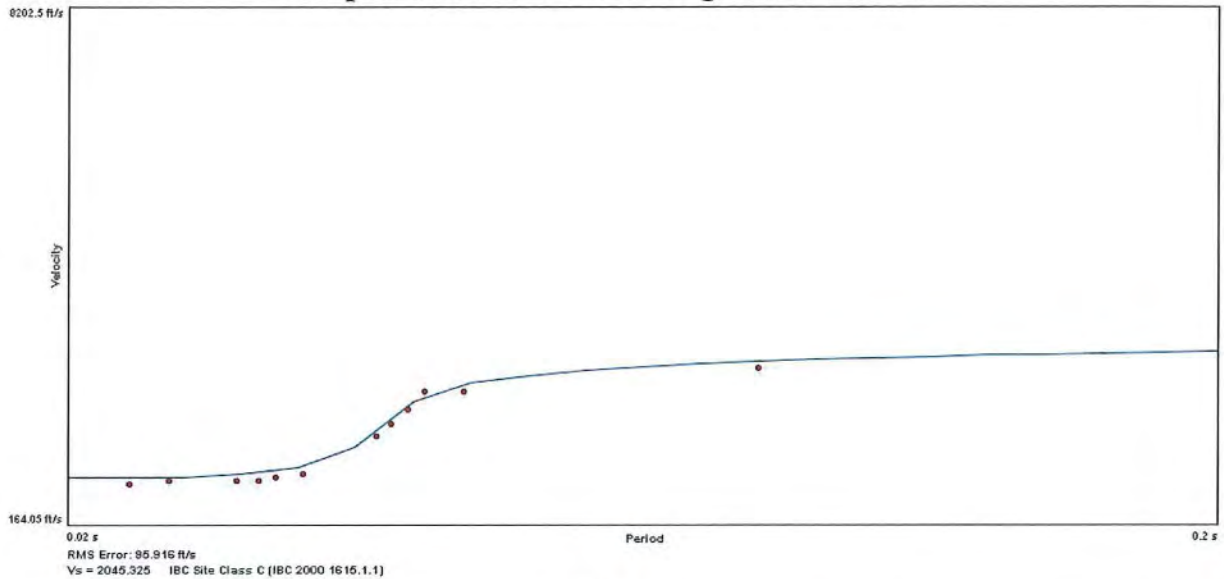


Shear Wave Velocity Modeling Results
Boulder Bay - Line S₁

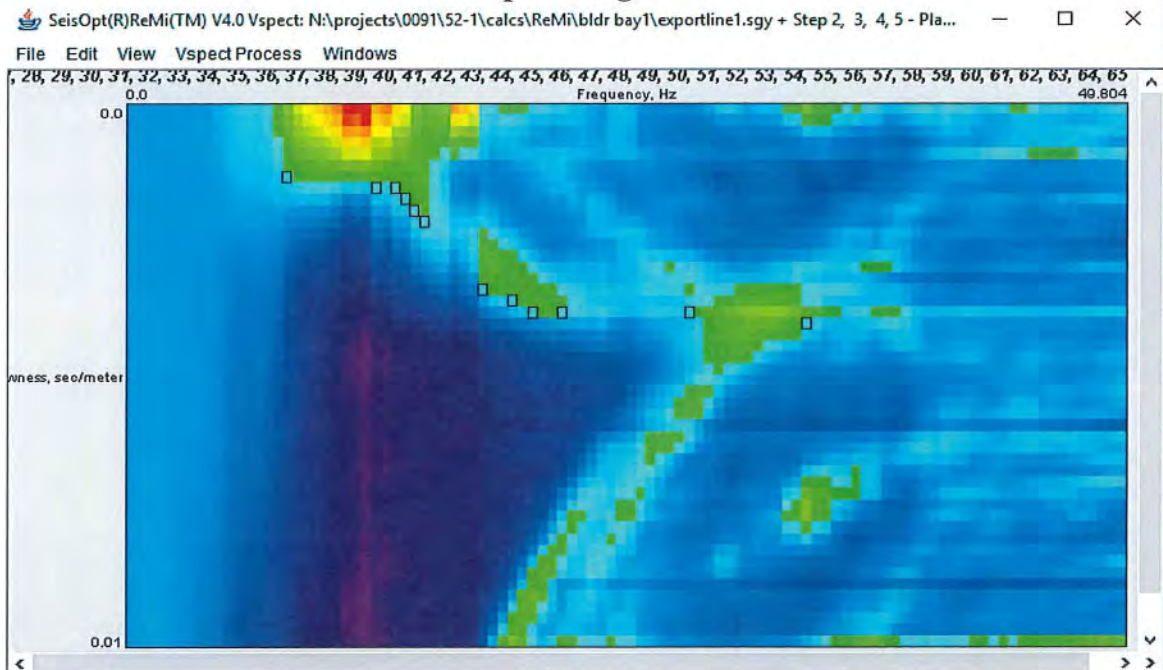


Boulder Bay - Line S₁

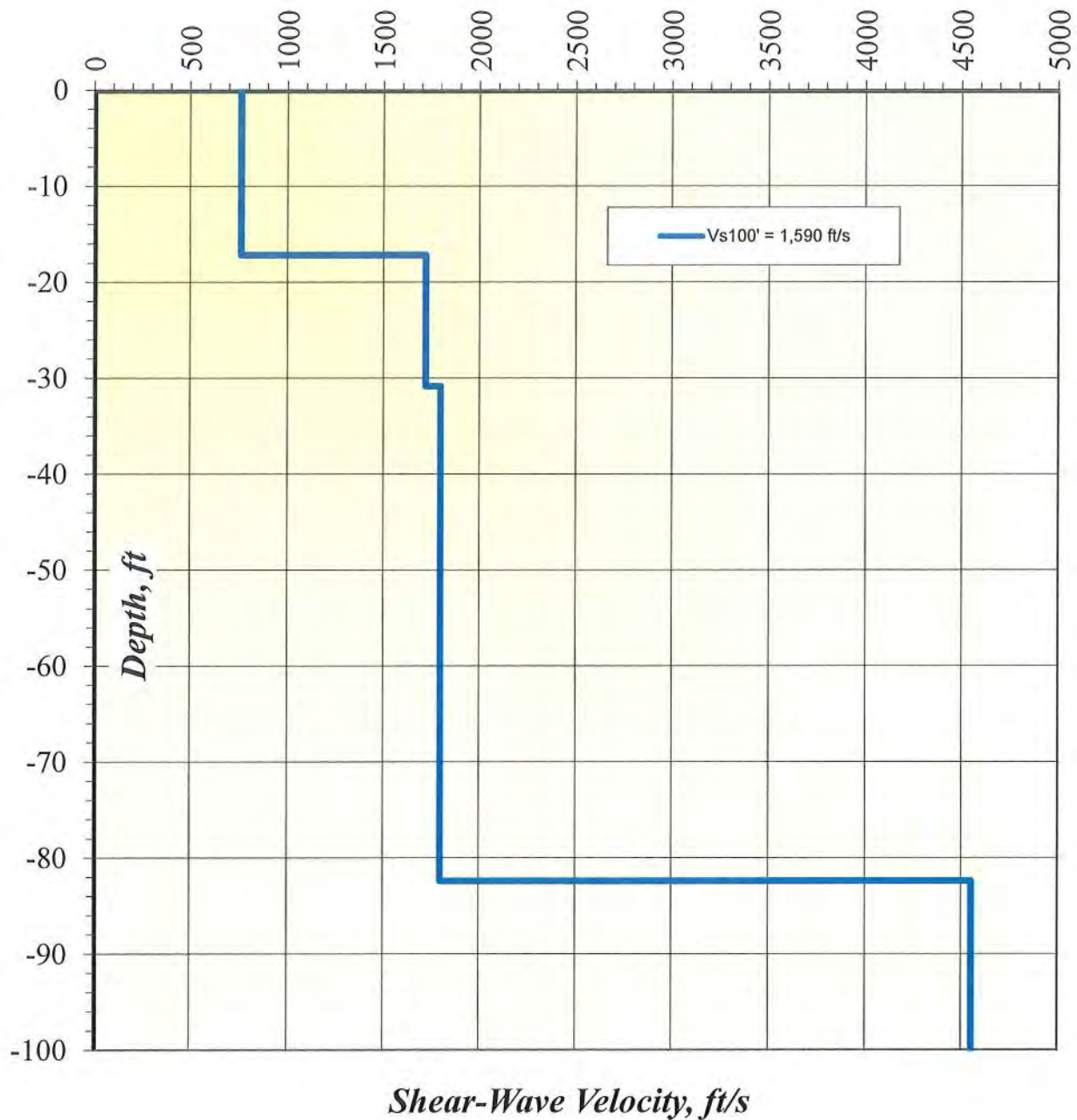
Dispersion Curve Showing Picks and Fit



p-f Image

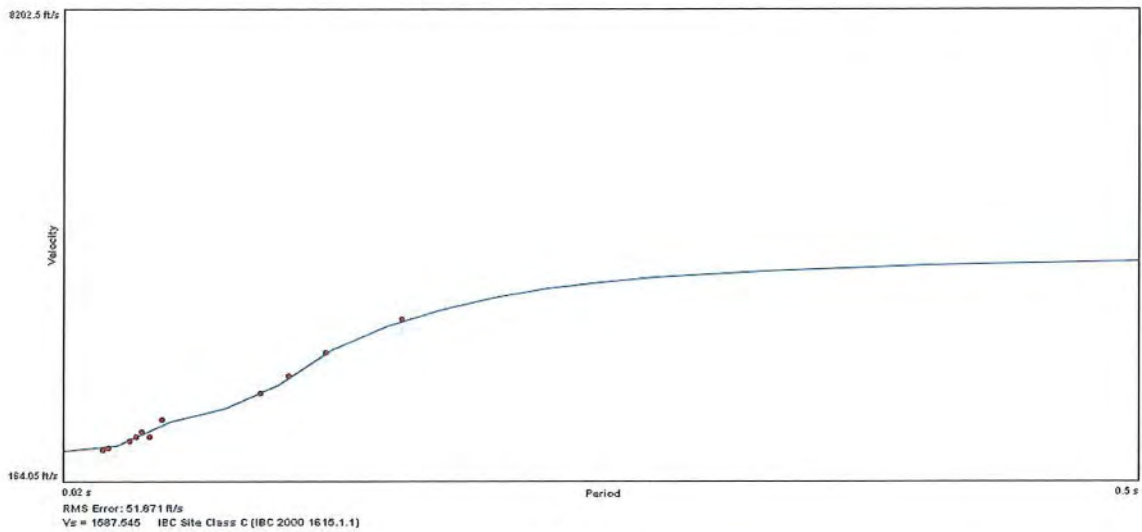


*Shear Wave Velocity Modeling Results
Boulder Bay - Line S₂*

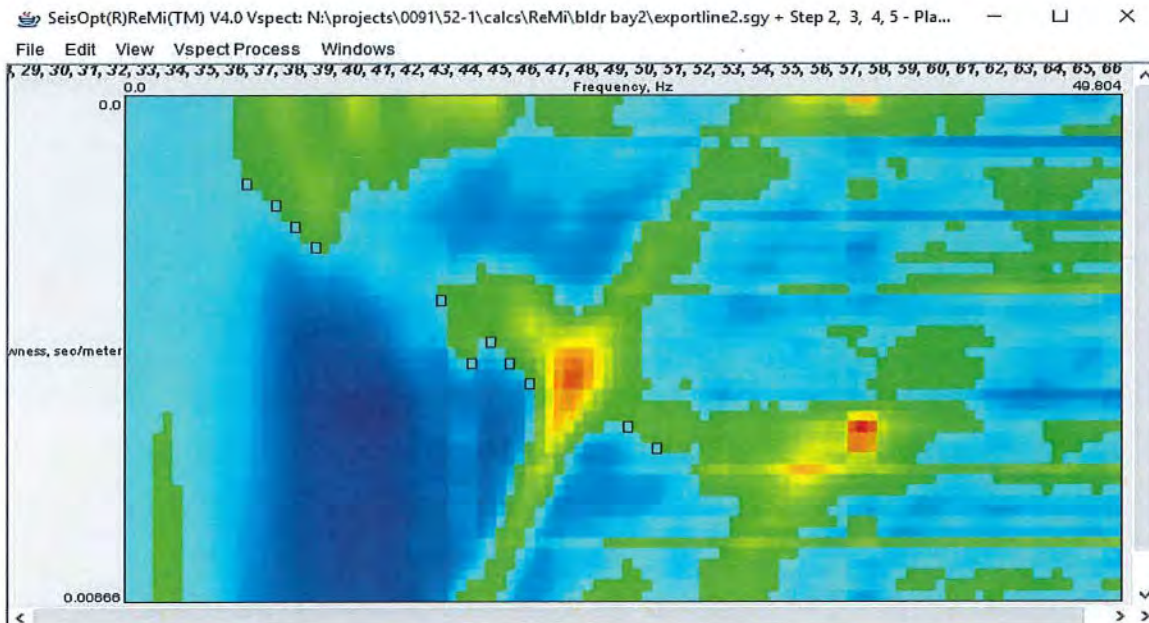


Boulder Bay - Line S₂

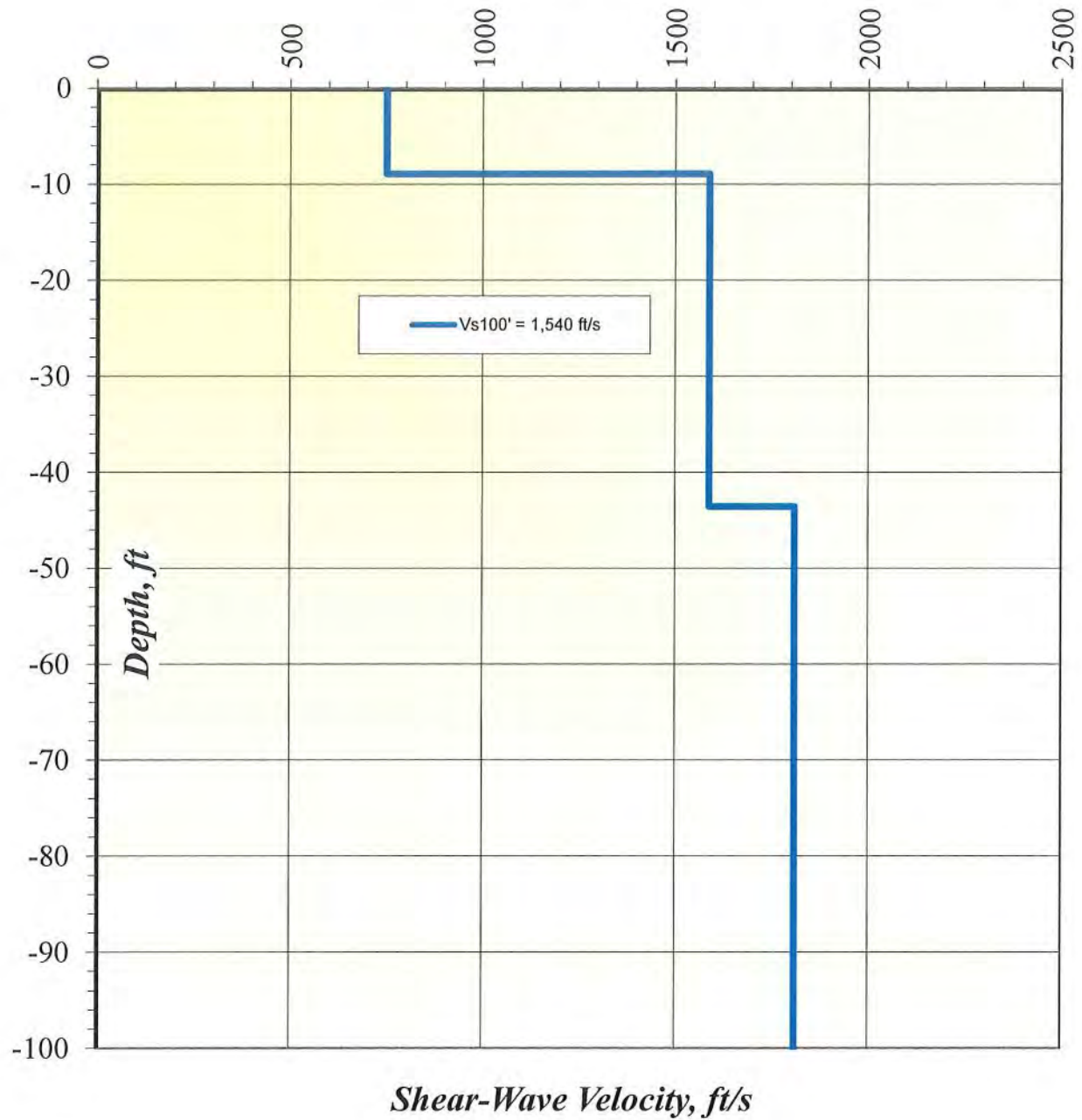
Dispersion Curve Showing Picks and Fit



p-f Image

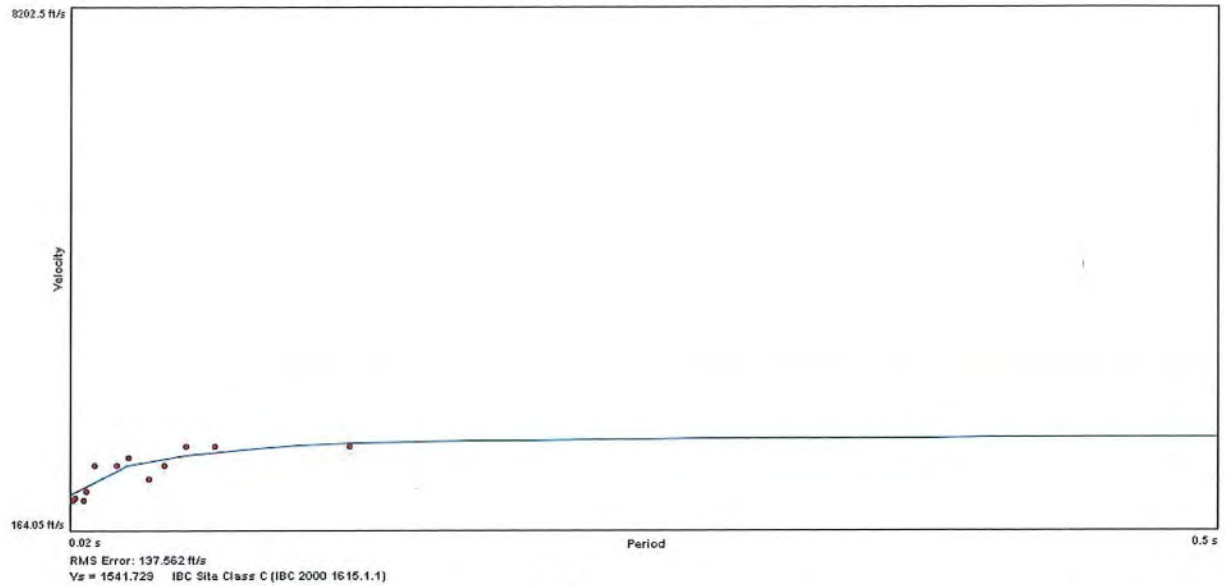


*Shear Wave Velocity Modeling Results
Boulder Bay - Line S₃*

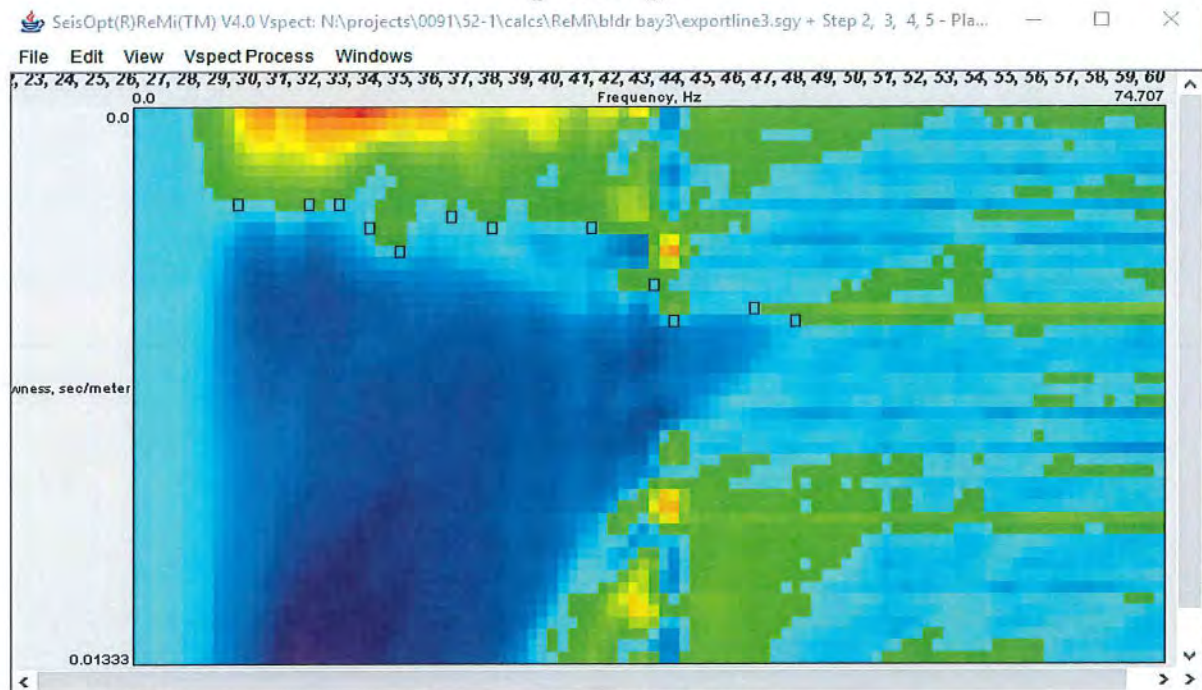


Boulder Bay - Line S_3

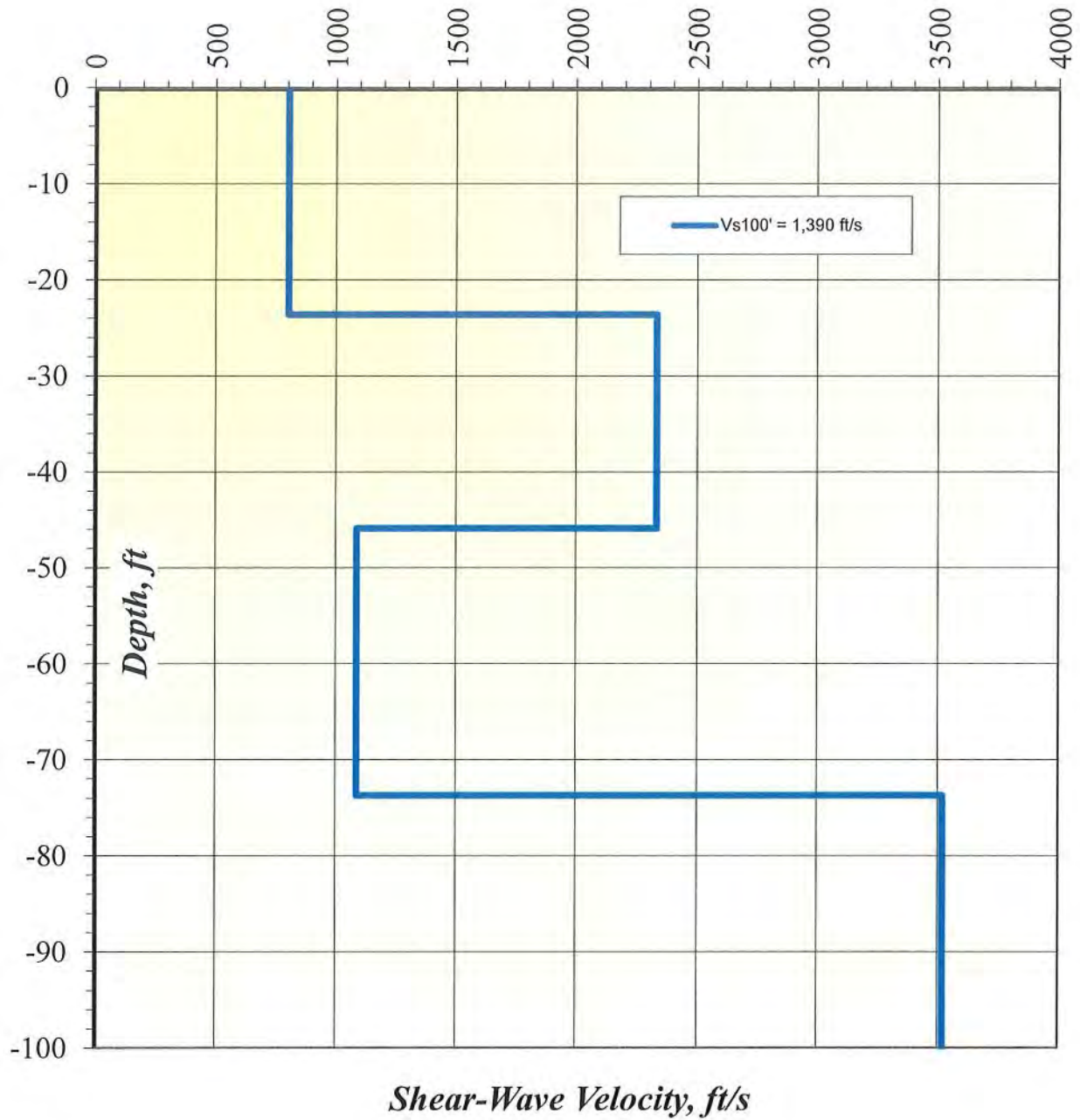
Dispersion Curve Showing Picks and Fit



p-f Image

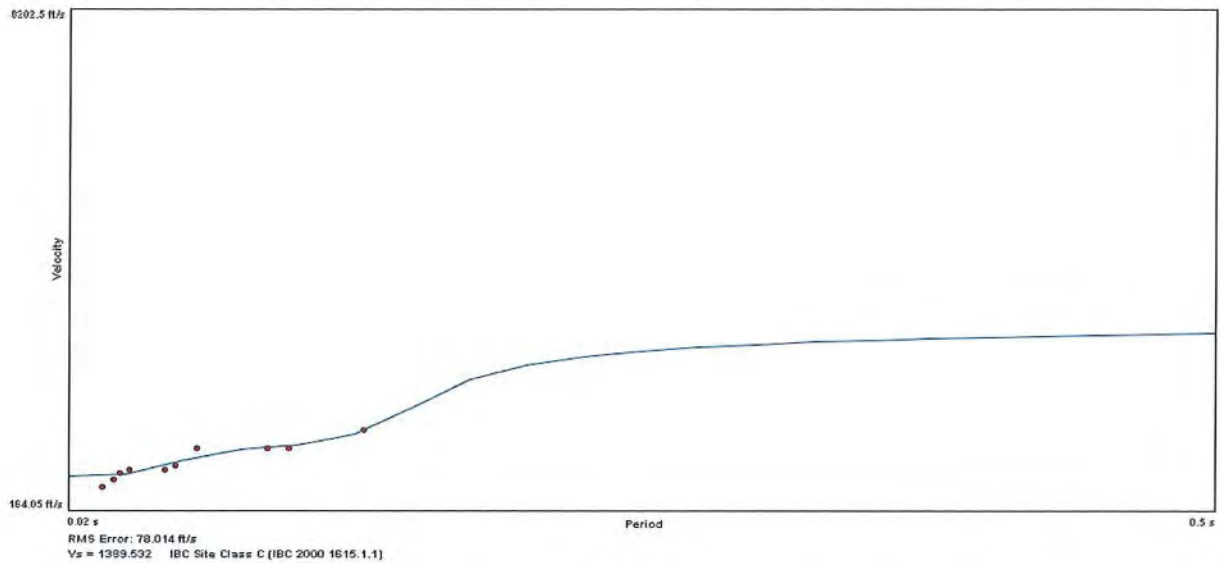


Shear Wave Velocity Modeling Results
Boulder Bay - Line S₄

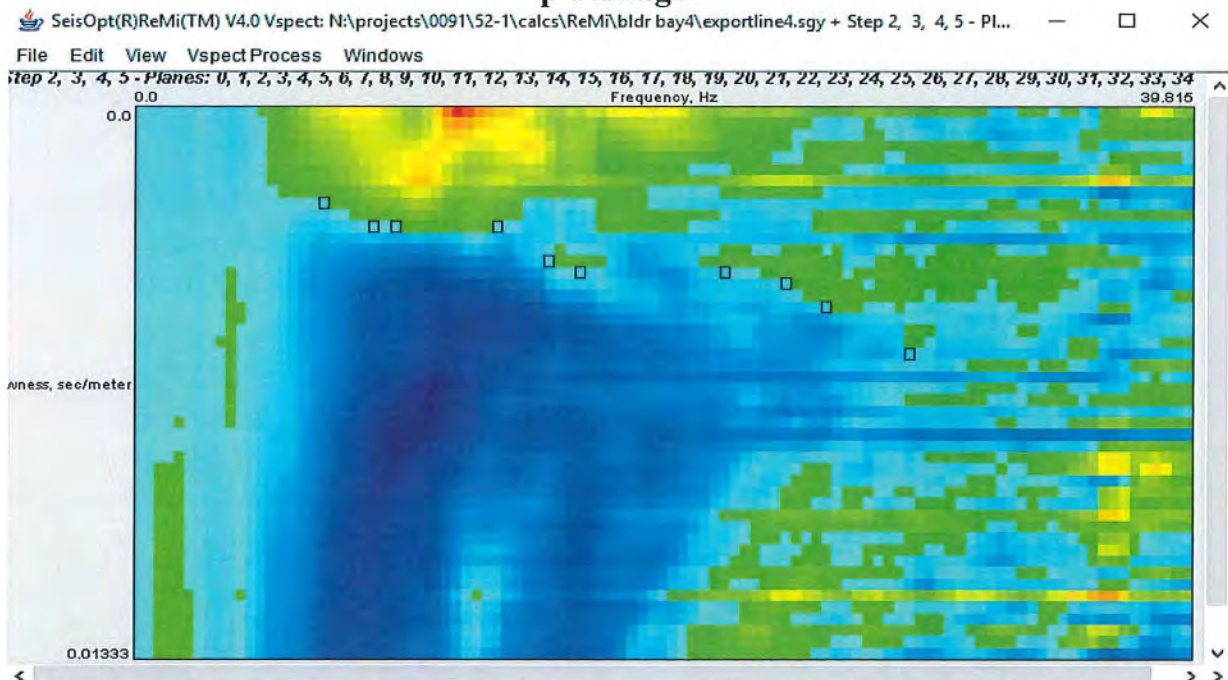


Boulder Bay - Line S_4

Dispersion Curve Showing Picks and Fit



p-f Image



APPENDIX B

CHEMICAL TEST RESULTS



SilverState
Analytical Laboratories

Sierra Environmental Monitoring

Silver State Labs-Reno
1135 Financial Blvd
Reno, NV 89502
(775) 857-2400 FAX: (888) 398-7002
www.ssalabs.com

Analytical Report

Workorder#: 18050305

Date Reported: 5/16/2018

Client: Black Eagle Consulting, Inc

Project Name: 0091-52-1

PO #: 0091-52-1

Sampled By: J. Payne

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
18050305-01	0091-52-1 B-03 1-5'	04/11/2018 15:30	5/7/2018

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Oxidation-Reduction Potential	SM 2580B	135	mV		LRB	05/09/2018 9:06	
pH	SW-846 9045D	6.24	pH Units		LRB	05/11/2018 9:55	
pH Temperature	SW-846 9045D	23.0	°C		LRB	05/11/2018 9:55	
Resistivity	EPA 120.1	30000	Ohms-cm		LRB	05/09/2018 9:49	
Sulfate	EPA 300.0	8	mg/Kg	2	JF	05/08/2018 15:29	
Sulfide	AWWA C105	Negative	POS/NEG		LRB	05/14/2018 15:30	

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
18050305-02	0091-52-1 B-11A 2-5'	04/12/2018 9:00	5/7/2018

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Oxidation-Reduction Potential	SM 2580B	119	mV		LRB	05/09/2018 9:06	
pH	SW-846 9045D	6.55	pH Units		LRB	05/11/2018 9:55	
pH Temperature	SW-846 9045D	23.0	°C		LRB	05/11/2018 9:55	
Resistivity	EPA 120.1	24000	Ohms-cm		LRB	05/09/2018 9:49	
Sulfate	EPA 300.0	<2	mg/Kg	2	JF	05/08/2018 15:55	
Sulfide	AWWA C105	Negative	POS/NEG		LRB	05/14/2018 15:30	

Original

WSUP21-0035
EXHIBIT H

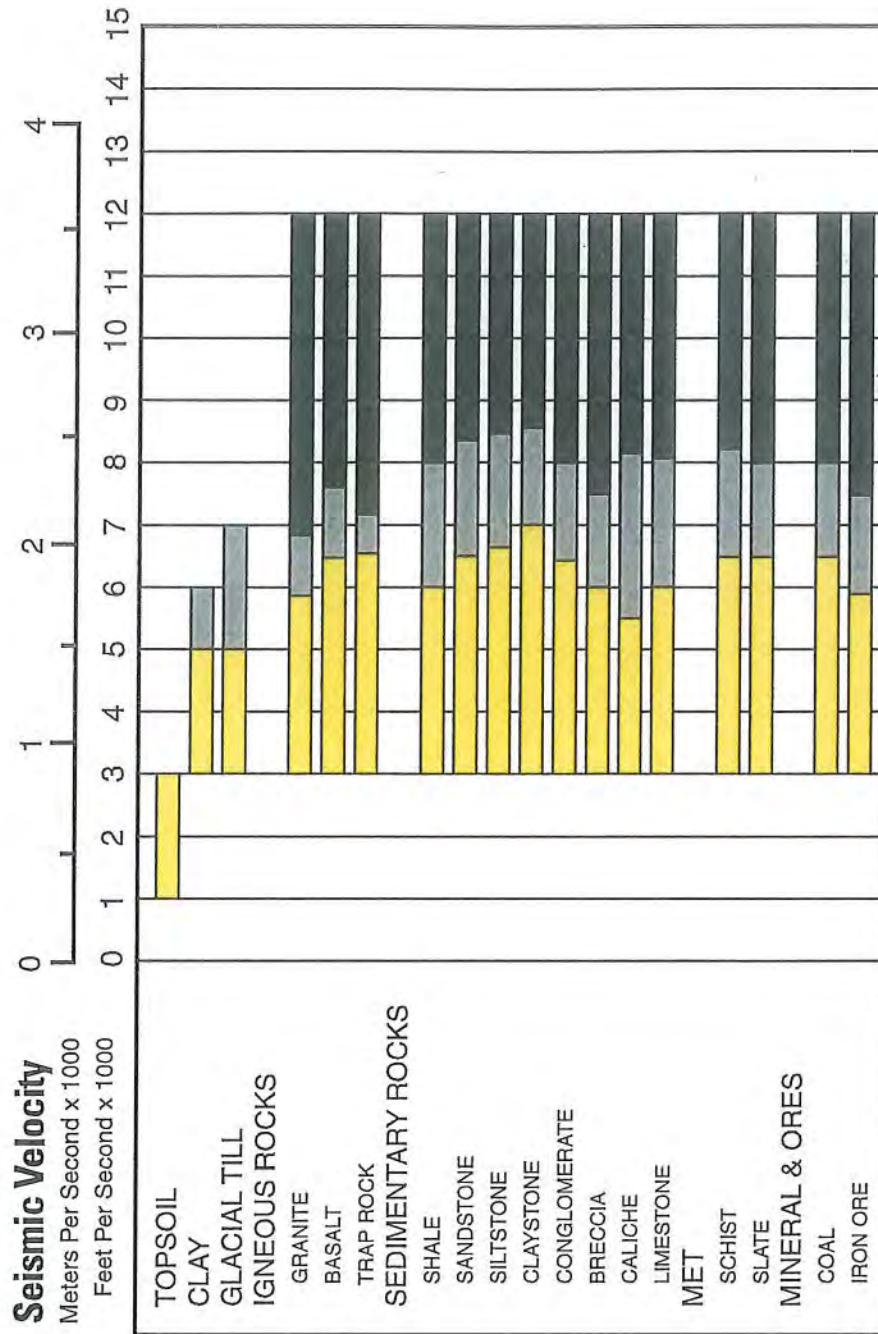
APPENDIX C

RIPPABILITY CHARTS

Rippers

D8R Ripper Performance

- Multi or Single Shank No. 8 Series D Ripper
- Estimated by Seismic Wave Velocities



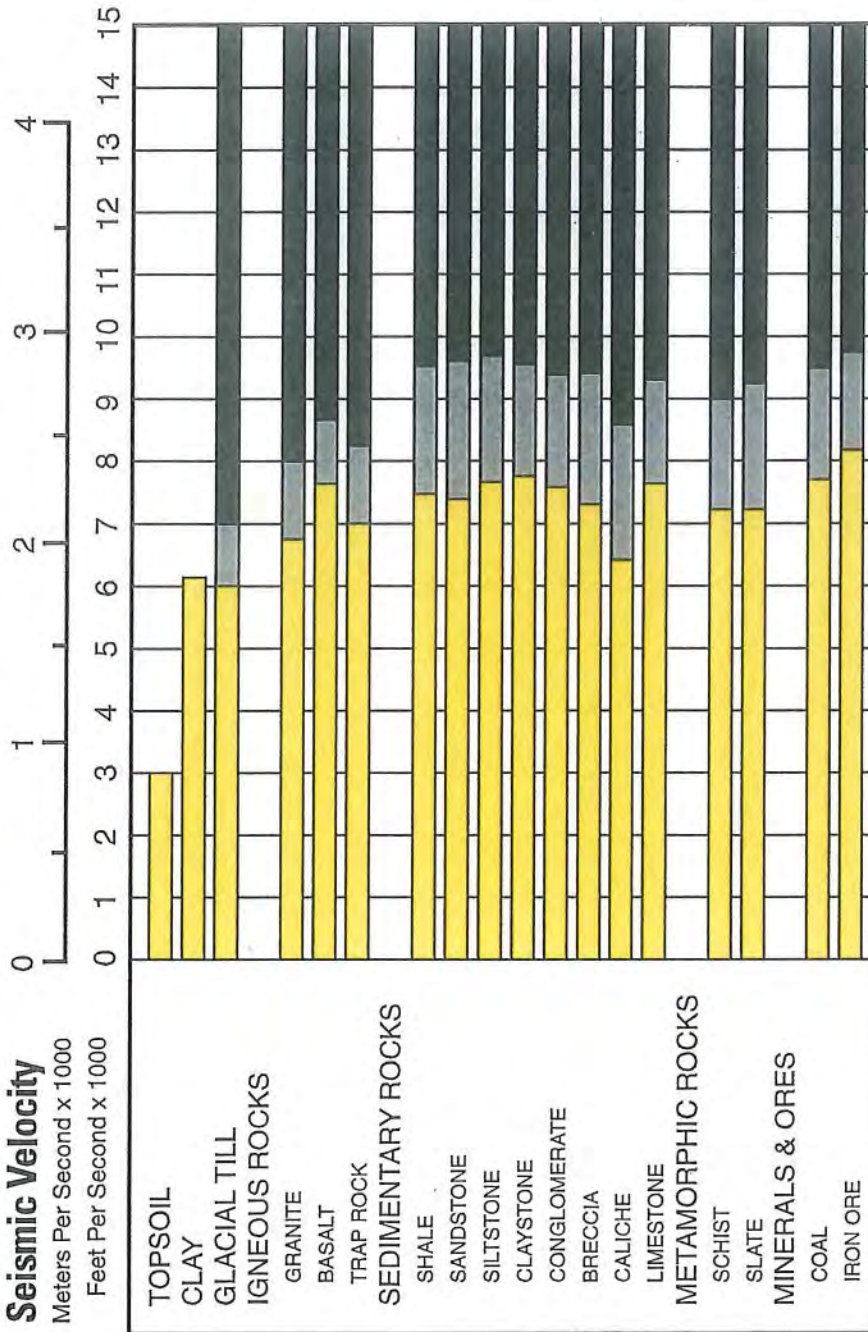
Rippers

D9R Ripper Performance

- Multi or Single Shank Ripper
- Estimated by Seismic Wave Velocities

Seismic Velocity

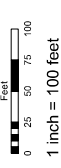
Meters Per Second x 1000
Feet Per Second x 1000



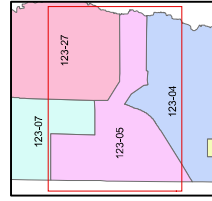
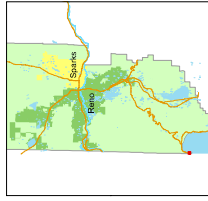
ATTACHMENT F

**WSUP21-0035
EXHIBIT H**

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Joshua G. Wilson, Assessor
1001 East Ninth Street
Building D
Reno, Nevada 89512
(775) 328-2231

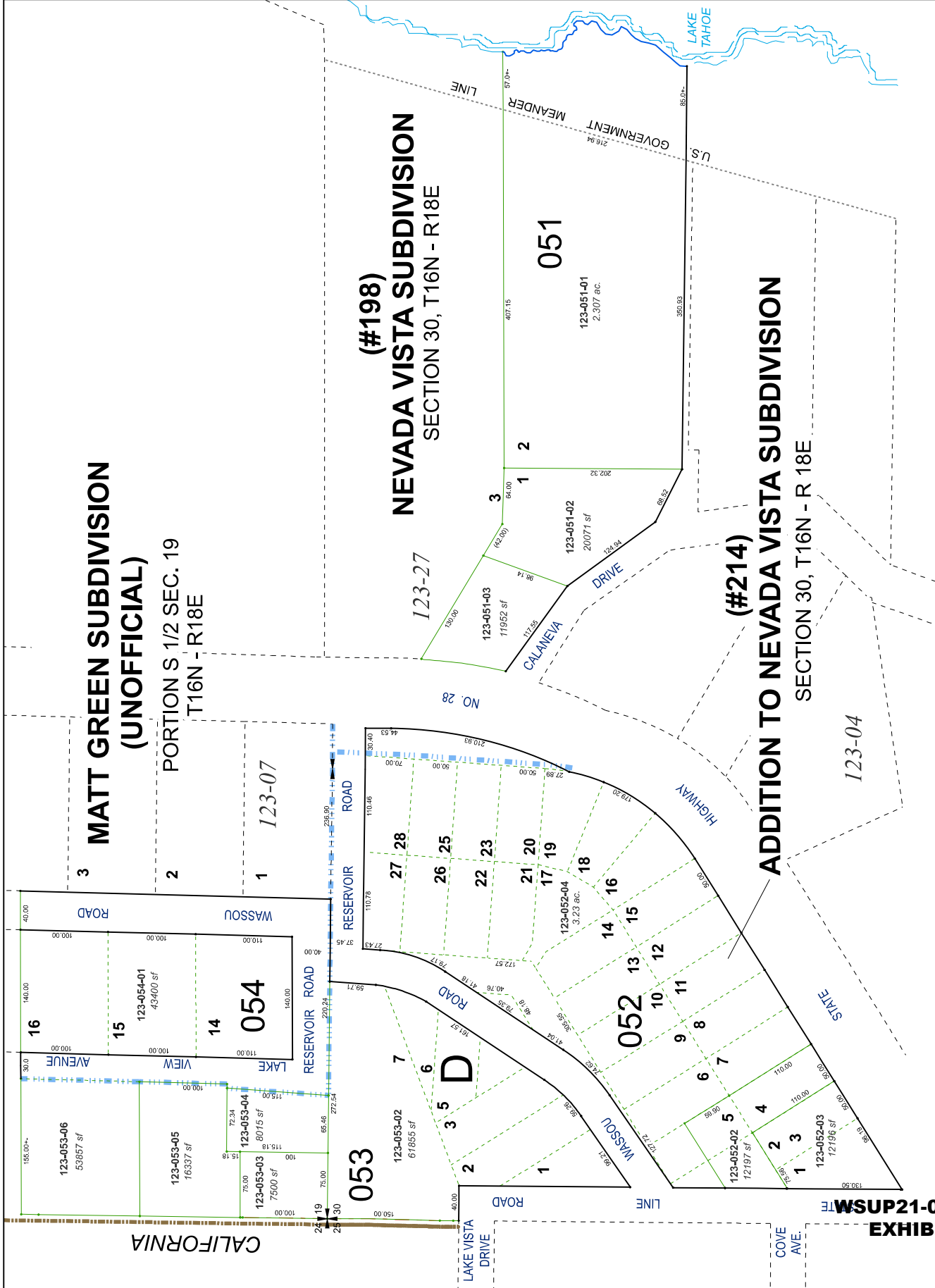


1 inch = 100 feet



created by: CFB 06/07/2010
last updated: EMG 9/29/14
area previously shown on map(s)

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

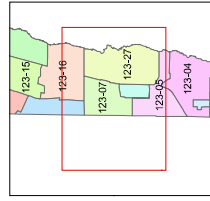
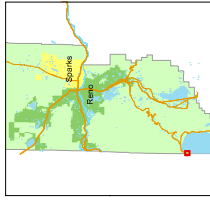


Assessor's Map Number
123-07

STATE OF NEVADA
**WASHOE COUNTY
ASSESSOR'S OFFICE**
1001 East Ninth Street, Building D
Reno, Nevada 89512
(775) 328-2231



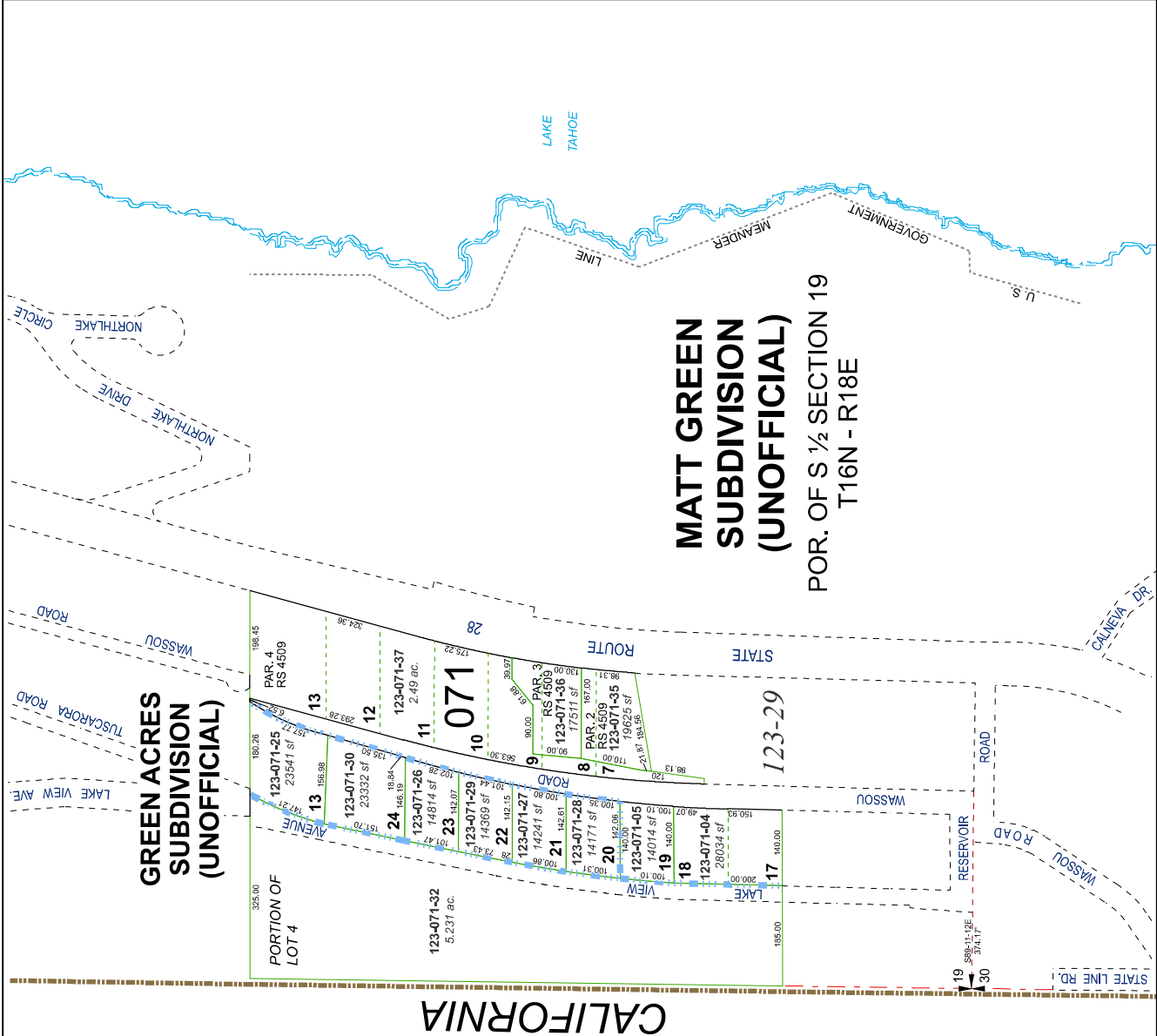
Feet
0 50 100 150 200
1 inch = 200 feet



created by: EMG 09/30/2014
updated: KSB 7/18/18 SR 10/19/18

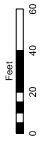
area previously shown on map(s):

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey or other professional service. The user assumes the responsibility for the accuracy of the data delineated hereon.

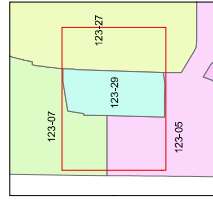
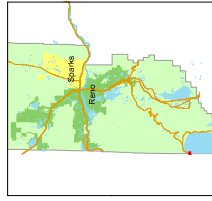


Assessor's Map Number
123-29

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
1001 East Ninth Street, Building D
Reno, Nevada 89512
(775) 328-2231



1 inch = 60 feet



created by: SR 10/18/2018

updated:

area previously shown on map(s):

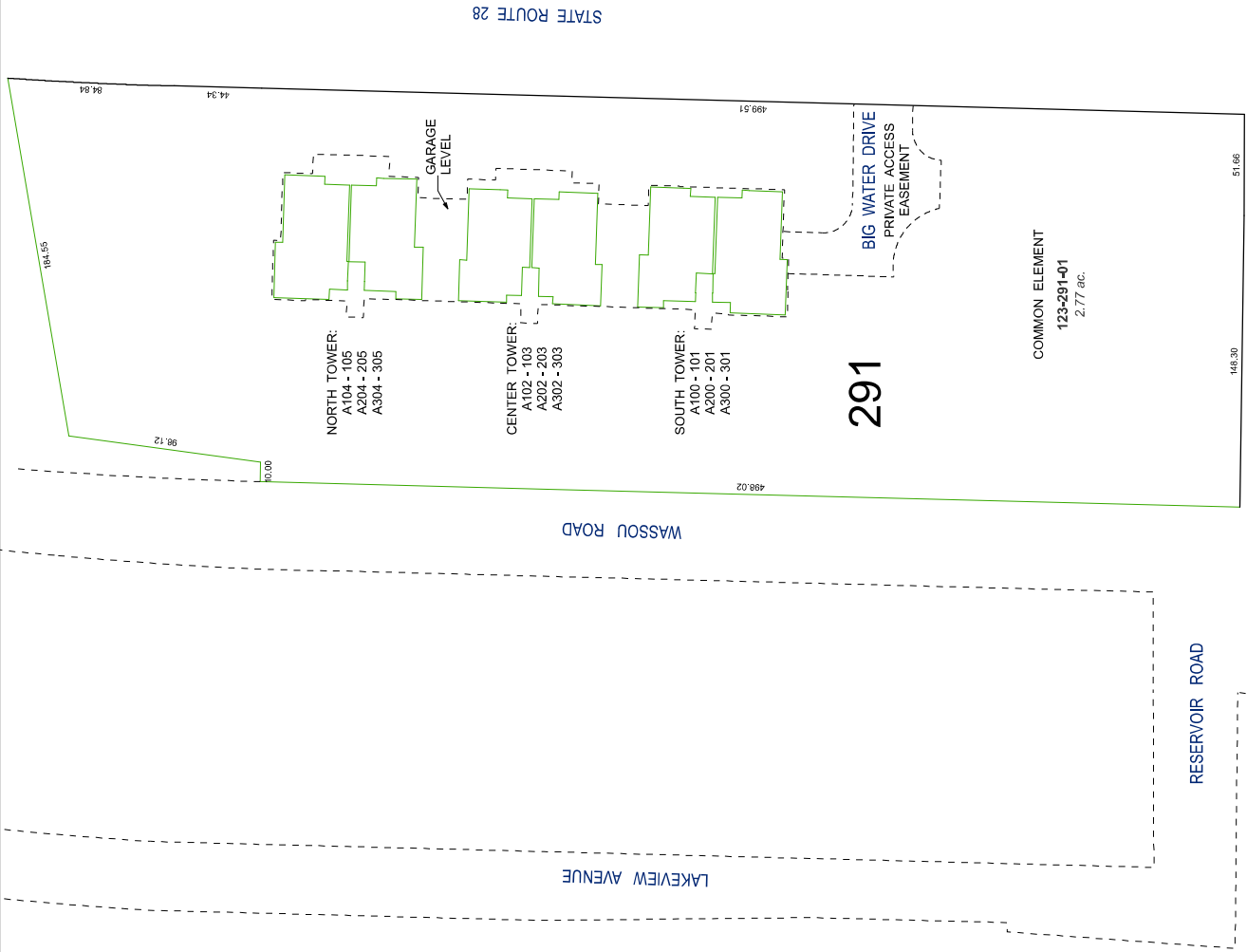
123-07

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

(#5287)
GRANITE PLACE
PORTION OF SE1/4 SECTION 19
T16N - R18E

NOTES:

GARAGE LEVEL IS BELOW LEVEL 1
& PART OF THE COMMON ELEMENT
SEE PAGES 123-29-S1 & S2 FOR UNIT DETAILS
SEE PAGES 123-29-S3 thru S5 FOR UNITS



DOC # 4856409

10/05/2018 12:03:20 PM

Requested By
BIG WATER INVESTMENTS LLC
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$41.00 RPTT: \$0.00
Page 1 of 81

APN: 123-071-34

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

JOAN C. WRIGHT, ESQ.
ALLISON MacKENZIE, LTD.
402 North Division Street
P.O. Box 646
Carson City, NV 89702



SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

■The party executing this document hereby affirms
that this document submitted for recording does
not contain the social security number of any
person or persons pursuant to NRS 239B.030

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
GRANITE PLACE**

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
GRANITE PLACE

This declaration is made this 5th day of October, 2018 by Big Water Investments, LLC, a Nevada limited liability company, (hereinafter referred to as "Declarant"), is made with reference to the following Recitals and is as follows:

RECITALS

R1. Whereas, Big Water Investments, LLC is the owner of all that real property in Washoe County, Nevada (the Property) described in Exhibit A attached hereto and incorporated herein by this reference;

R2. It is further hereby declared that the Property is held and owned and shall be held, owned, operated, managed, conveyed, assigned, rented, hypothecated, encumbered, leased, used, occupied and improved subject to the following Declaration, all of 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 the real property and every part thereof and of fostering the Property, management, improvement, enjoyment, and use and sale of the Property and any part thereof;

R3. It is further hereby declared that the covenants, conditions and restrictions herein set forth shall constitute enforceable equitable servitudes as defined in Nevada law and shall constitute covenants that shall run with the Property and shall be binding upon and inure to the benefit of each Owner of any portion of the Property or of any interest therein, each party having or acquiring any right, title or interest in and to the Property or any part thereof and their heirs, successors and assigns; and

R4. It is further hereby declared that each Owner, by acceptance of a deed to a Unit, shall be deemed to have agreed, for any and all purposes, for Owner and for the members of Owner's family, Owner's contract purchasers, tenants or lessees, guests, invitees and/or licensees to abide by, and to be bound by, each and every provision of this Declaration which subjects such Owner or other persons to a contractual, fiduciary or other duty, obligation or agreement for the benefit of other Owners or occupants of the Property, either individually or as a class, the Association or the public generally, regardless of whether the deed refers specifically to this Declaration or to any such duty, obligation or agreement.

ARTICLE 1 DEFINITIONS.

Section 1.1. "Action of the Association" means and includes, other than actions required by the Declaration or Governing Documents to be accomplished by vote of the Unit Owner membership, an action by the Board, or if lawfully delegated by action of the Board,

action of: a) the executive committee or other committee constituted by the Board, Declaration or Governing Documents; b) the Association's officers or single officer; c) Association management; or d) any combination thereof so designated.

Section 1.2. "Articles" means the Granite Place Owners Association Articles of Incorporation, which are filed in the Office of the Secretary of State of Nevada, in August, 2018.

Section 1.3. "Assessment" means Regular, Reserve, Special, or Special Individual Assessment assessed by the Association against Owners and their Unit in accordance with this Declaration, any of which, except as provided herein, must be equal as to each and every Unit affected by the Assessment in that each Unit will pay the same dollar amount as each and every other Unit upon which the Assessment is imposed. A Special Individual Assessment may or may not be equal and any Assessment may include additional charges, fees or costs as provided herein.

Section 1.4. "Association" means Granite Place Owners Association, a Nevada nonprofit corporation.

Section 1.5. "Architectural Standards" means the Architectural Standards, Design Guidelines, or Design Standards as may be established pursuant hereto.

Section 1.6. "Association Rules" or "Rules" or "Rules and Regulations" means the rules and policies adopted by the Board, pursuant hereto, including any subsequent revisions as they may be amended from time to time. These Rules may include: a) Design Rules or Design Standards and Policies; b) Improvement Standards and Policies; or c) standards and policies governing utilization of Common Elements or Limited Common Elements, as the Board may specifically adopt or otherwise develop through its actions, approvals or conditions over time so long as the membership is routinely informed at least thirty (30) days prior to any enforcement action in writing and the standards and policies are adequately stated in the minutes of the Association relating to the specific action, approval or condition.

Section 1.7. "Board of Directors" or "Board" means the body designated in this Declaration to act on behalf of the Association. The Board may act on behalf of the Association, unless any action is specifically reserved to the Members or is required by Chapter 116.

Section 1.8. "Bylaws" means the Bylaws adopted by the Association, as they may be amended from time to time.

Section 1.9. "Capital Improvements" means the construction of a new and not previously existing component, structure or amenity, it does not include the repair, replacement, change or maintenance of the major components of the Common Elements.

Section 1.10. "Chapter 116" or "NRS 116" means Chapter 116 of the Nevada Revised Statutes ("NRS") as existing and as may be amended from time to time.

Section 1.11. "Common Area" or "Common Elements" means any real estate and the improvements thereon within the Property other than a Unit designated as Common Area, Common Element or Limited Common Area or Limited Common Element on the Map and including Common Facilities as defined herein, which area will be reduced upon recordation of the Common Area Open Space Merger and Resubdivision Map, defined in Section 1.13, below.

Section 1.12 "Common Area Open Space" means those portions of the Common Area that are described in the metes and bounds and map attached hereto as Exhibit B.

Section 1.13. "Common Area Open Space Merger and Resubdivision Map" means the Common Area Open Space Merger and Resubdivision Map, which shall be recorded after withdrawal of Common Area Open Space by the Declarant in order to result in the Property consisting of a single parcel at least 1.25 acres in size, generally as shown on Exhibit "C" hereto, and the legal description for which shall be provided in the recorded Common Area Open Space Merger and Resubdivision Parcel Map.

Section 1.14. "Common Expense" means any use of common funds authorized hereby and includes, without limitation: (a) all expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Elements, Common Facilities, or any portion of any Unit 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; (c) any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Elements and Common Facilities or any portion of any Unit that the Association is obligated to maintain or replace, and for nonpayment of any Assessments; (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; (e) contractual obligations of the Association; and (f) all expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, experts, professional services, insurance, operation, repairs, additions, alterations or reconstruction as may be required by this Declaration and/or Chapter 116.

Section 1.15. "Common Facilities" means drives, walkways, parking areas, sewer, water, gas, television and telephone services, landscaping, fences, utility lines, pipes, spa, spa equipment, decking, irrigation systems, keycard systems, security systems, fire suppression systems, elevators, exterior and common area lighting fixtures, BBQ areas, auto detailing space, electric charging areas, personal property and other operational facilities or improvements defined herein constructed or installed, to be constructed or installed, or currently located within the Common Areas and owned by the Association.

Section 1.16. "Design Standards" means the Design Standards established by the Board pursuant hereto.

Section 1.17. "Director" means a member of the Association's Board of Directors.

Section 1.18. "Good Standing" means with respect to any Unit Owner that there are no delinquent Assessments or Fine obligations to the Association owed by that Owner.

Section 1.19. "Governing Documents" is a collective term that means and refers to this Declaration, the Articles, Bylaws, Association Rules, Design Standards, and the policies and resolutions adopted by the Board and distributed to the Members and other documents referenced in NRS 116.049 or superseding statute.

Section 1.20. "Improvement" means an alteration of the real property comprising the Property or any portion thereof and includes, but is not restricted to, any building, structure, shed, driveway, parking space or parking area, paving, walk, fence, wall, stair, arbor, deck, pole, sign, tank, landscaping (including trees, hedges, plantings, lawns, shrubs), landscape structures, berms, fencing, pond, antennas, utilities, utility lines, gates, statues, markers, pipes, lines, lighting fixtures, and any structure of any kind. In no event shall the term "improvement" be interpreted to include projects which are restricted to the interior of a Unit which do not involve the roof or any load-bearing wall thereof.

Section 1.21. "Lien" means the lien in favor of the Association created by and perfected by the recordation of the Declaration.

Section 1.22. "Limited Common Area" or "Limited Common Element" means the portion of the Common Area identified on the Map as "LCA" or "Limited Common Area" "LCE" or "Limited Common Element" which is adjacent to a Unit for use exclusively by that Unit. Maintenance and repair of Limited Common Area is the obligation of the Unit Owner who has the exclusive use of the area.

Section 1.23. "Maintenance" means the exercise of reasonable care to keep buildings, landscaping, lighting, Units, Common Area, Common Facilities, Improvements, and/or 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 1.24. "Map" means the Condominium Tract Map of Granite Place at Boulder Bay recorded on October 5th, 2018, as File No 4856410, Washoe County, Nevada records.

Section 1.25. "Member" means an "Owner" as defined herein below. When more than one person is an Owner of a Unit, all such persons shall be Members, although in no event shall more than one vote be cast with respect to any Unit nor more than one Member of a Unit be eligible to serve on the Board of Directors. Member rights may be temporarily suspended under those circumstances described herein below.

Section 1.26. "Mortgage" means any security device encumbering all or any portion of the Property, including any deed of trust. The terms mortgage and deed of trust may be used interchangeably. "First Mortgage" means a mortgage having priority over all other Mortgages (except as otherwise provided herein and by law). "Mortgage Lien" means the lien or charge or equivalent security interest of any mortgage or deed of trust. "Mortgagor" shall refer to the

trustor under a deed of trust, as well as a mortgage. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee of any mortgage. "First Mortgagee" means any person or entity, including, but not limited to, banks, savings and loan associations, insurance companies and other financial institutions, holding a recorded mortgage which constitutes an encumbrance upon one or more Units first in priority of lien over all other encumbrances upon said Unit(s) securing payment of money other than pursuant to this Declaration and liens for real estate taxes and government assessments.

Section 1.27. "Owner" means a "Unit's Owner" as defined in NRS 116.095 or superseding statute. "Owner of Record" and/or "Member of the Association" includes an Owner and means any person, firm, corporation, trust, limited liability company or other entity in which title to a Unit is vested according to Association records.

For purposes of requiring compliance with the obligations hereunder and where the context requires, and not to change the preceding paragraph, the term "Owner" includes, the Owner's family, contract purchasers if such contract is recorded, lessees, tenants, servants, employees, guests, invitees, and licensees.

Section 1.28. "Party Wall" means a wall erected upon a boundary line between two Units.

Section 1.29. "Person" means any individual, corporation, partnership, limited liability company, association, or other entity recognized by the laws of the State of Nevada.

Section 1.30. "Property" means the real property and improvements described in Exhibit A.

Section 1.31. "Regular Assessment" means an Assessment levied on Owners and their Units based on the annual budget adopted by the Board.

Section 1.32. "Reserve Account" means the account in which reserve funds are held separate and apart from Association operating funds.

Section 1.33. "Reserve Assessment" means a portion of the Regular Assessment designated to fund the Reserve Account for repair and replacement of Common Elements.

Section 1.34. "Residential Use" means occupation and use of a Unit for residential dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning ordinances or other applicable laws or governmental regulations.

Section 1.35. "Declaration" means this Declaration of Covenants, Conditions and Restrictions of Granite Place, recorded in the Office of the County Recorder of Washoe, Nevada as such may be amended from time to time.

Section 1.36. "Separate Interest" means that interest described in each Owners' deed.

Section 1.37. "Special Assessment" means an Assessment levied on Owners and their Units in accordance herewith.

Section 1.38. "Special Individual Assessment" means an Assessment made against an Owner and his or her Unit assessed in accordance herewith.

Section 1.39. "Unit" means the horizontal lotted areas of the Property designated for separate ownership or occupancy on the Map, the boundaries of which are as described on the Map.

ARTICLE 2: OWNERS' PROPERTY RIGHTS & OBLIGATIONS.

Section 2.1. Elements of Separate Interest. Ownership of each Separate Interest within the Property includes:

- (a) **Unit.** A Unit as defined, depicted and described herein.
- (b) **Parking.** A parking space in the Common Area designated by the Association from time to time for use solely by the Unit's Owner.
- (c) **Storage.** A storage space in the Common Area designated by the Association from time to time for use solely by the Unit's Owner.
- (d) **Ski Locker.** A ski locker designated from time to time by the Association for use solely by the Unit's Owner.
- (e) **Limited Common Area.** The area designated on the Map adjacent to a Unit as Limited Common Area or Limited Common Element for that Unit.
- (f) **Nonexclusive Easements.** Nonexclusive easements appurtenant to the Unit for the use and enjoyment of the Common Elements as configured at the time of purchase and from time to time by action of the Association.

Section 2.2. Owners' Nonexclusive Easements of Enjoyment to Common Elements. Subject to the provisions of this Declaration, the Common Elements shall be held, maintained and used to meet the common interests of the Owners as provided in the Governing Documents. There shall be no use of the Common Elements except by the Owners or as may be delegated by Owners pursuant hereto.

(a) **Limitations on Nonexclusive Easements.** Every Owner (and Owner's family, Resident contract purchasers, lessees, tenants and/or guests) shall have a nonexclusive right and easement of enjoyment in and to the Common Elements, including ingress and egress to and from the Owner's Unit, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following rights and restrictions.

(i) The right of the Association to adopt Rules as provided herein, regulating the use and enjoyment of the Property and in particular the Common Elements for the

benefit and well-being of the Owners in common, and, in the event of the breach of such rules or any provision of any Governing Document, to temporarily suspend the voting rights and/or right to use the Common Elements or Facilities, subject to compliance with the due process requirements of NRS 116. The Association may limit access to Common Areas for safety reasons, for example areas that house technical and mechanical elements of the Property.

(ii) The right of the Association, in accordance with this Declaration, and/or the Association's Articles and Bylaws, to borrow money, which may or may not be secured and/or supported by an assignment of future income, for the purpose of improving, restoring or maintaining the Common Elements and/or the interests of the Owners and/or for the benefit of the Association, and in aid thereof, to mortgage property; provided, however, that the rights of any such mortgagee in property shall be subordinate to the rights of the Owners hereunder; and further provided that any such indebtedness shall be considered an expense of the Association for purposes of the Special Assessment provisions hereof.

(iii) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Owners; provided, however, that no such dedication or transfer shall be effective unless an instrument, approved by at least two-thirds of the voting power of the Members, consenting to such dedication or transfer has been recorded. Furthermore, no dedication shall be permitted that impairs the ingress and egress to any Unit.

(iv) The non-exclusive easements granted herein shall be subordinate to and shall not interfere with exclusive easements for Limited Common Areas.

(v) The right of any Owner to the full use and enjoyment of any mechanical or electrical service connections as may serve the Owner's Unit in conjunction with other Units within the Property. The Owner of each Unit served by a sanitary sewer, water, gas, telephone, television line or connection, heating or air conditioning conduit, duct, flue, or system, or similar utility/service connection shall be entitled to the full use and enjoyment of such portions of said connections as service Owners' Unit subject to terms and conditions hereof.

(vi) The right of the Association, by action of the Board, to charge reasonable admission, use and/or other fees for the use of the Common Elements or any portion thereof.

(vii) The right of the Association, by easement or through this Declaration, of access into or on Common Elements, including Limited Common Elements for their maintenance, repair, replacement, connection or maintenance of utilities or services, health or safety concerns, emergencies, to connect utilities or services, or for any other Association purpose.

(b) Waiver of Individual Owner's Right to Sever or Partition. No Owner, or other person, may by conveyance, transfer or any other action, including an action at law for partition, sever any Unit or Units from the Common Elements or from the Association. Each Owner, by acceptance of a deed to a Unit hereby expressly waives all rights to do so.

Section 2.3. Persons Subject to Governing Documents. All present and future Owners, tenants, lessees, contract purchasers and/or occupants of Units (on behalf of themselves, their family, guests, tenants, invitees, agents, servants, employees, licensees and/or any other persons that might use the facilities of the Property in any manner, etc.) shall be subject to, and shall comply with the Governing Documents, as the same or any of them shall 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 (i.e., Owners, tenants, invitees, etc.). The Association may reasonably restrict the rights of tenants, guests and invitees by Association Rules. Such restrictions may differentiate between Owners, tenants, guests and invitees.

The mere accepting of a deed to any Unit; the entering into a lease, sublease or contract of sale with respect to any Unit; the occupancy of any Unit; and/or the acceptance of any guest pass shall constitute the consent and agreement of such Owner, tenant, occupant, guest and/or invitee that each and all of the provisions of this Declaration, as the same or any of them may be amended from time to time, shall be binding upon said person and that said person will observe and comply with the Governing Documents. It is the obligation of the Owner to ensure that any tenant, guest, invitee or other occupant is made aware of the Governing Documents and other conditions imposed by them and their obligation to read and comply with them.

Except as provided herein, the liability and obligation of any Owner for performance of any one and all provisions of the Governing Documents with respect to any Unit shall terminate upon the sale, transfer, or other divestiture of such Owner's entire interest in that Unit with respect to obligations arising hereunder from and after the date of such divestiture.

Section 2.4. Delegation of Use.

(a) Delegation of Use and Membership Rights and the Leasing or Sale of Units. Any Member who delegates use of their Unit or membership rights to guests, invitees, or other occupant, or who leases to or contracts with another person or entity for the use of their Unit shall post or make a copy of the Association Rules reasonably accessible within their Unit for the review by any such person. Unless otherwise restricted by law, every day for which a violation of this Declaration, the Governing Documents, or Association Rules occurs may be considered a continuing violation. Any fine or penalty levied pursuant to this Section shall be considered a Special Individual Assessment as defined herein.

(i) Assignment of Rights to family Members. Any Member may delegate the Member's rights to use and enjoy the Common Elements and Common Facilities to members of the Owner's family residing at the Property .

(ii) Use by Invitees and Guests. The invitees and guests of a Member shall have the right to use and enjoy the Common Elements and Common Facilities. Any such guest or invitee shall be subject to the same obligations imposed on the Member to observe the Governing Documents of the Association, unless further restricted by Rules adopted by the Association.

(iii) Assignment of Rights and Responsibilities to Tenants/Lessees/Renters; Obligations of Rental Agent. Any Member who leases or rents the Member's Unit to another person or persons will also ensure that such person or persons to whom are delegated, leased or rented the rights to use and enjoy the Common Elements and the Member's Unit, are obligated to comply with Association Rules and other obligations of Members of the Association, that they have been given a copy of the Association's Rules and confirmed in writing that they have received, and agreed to abide by the Rules. Any violation by any such person or persons using or enjoying the Common Elements and the Member's Unit pursuant to any such lease or rental contract shall be deemed to be a violation by the Member or Unit Owners. The failure of the Member to control any such person or persons using or enjoying the Common Elements and the Member's Unit, or the failure of the person or persons to comply shall be grounds for action by the Board or by Association Management to protect the use and enjoyment of the Property by others by appropriately imposing sanctions or conditions on the Member, or otherwise taking action to enforce the Rules of the Association and other corrective action to reduce the effects of the actions of any such person or persons. Members who have leased or rented their Unit may, if they are a Member in good standing, use and enjoy the Common Elements.

(iv) Obligations of any Member who leases or rents. Any Member who leases or rents the Member's Unit to another person or persons and has entered into an arrangement with a Real Estate Broker ("Rental Agent") will also ensure: a) the Rental Agent has applied to the Association for a permit to act as a Rental Agent; b) that such Rental Agent agrees to assure that the Governing Documents, or other conditions imposed upon anyone using or enjoying a Unit or the Common Elements are communicated to any person or persons leasing or renting a Member's Unit; c) that the Rental Agent will inform any such person or persons that they are required to comply with these rules, restrictions or conditions whether they receive a copy of the Governing Documents, or not, and confirm that the renters have received and agreed to do so by signature of at least one responsible individual; and d) that the Rental Agent has read and understands the requirements, will have their employees or other agents read and understand the rules, conditions or restrictions imposed on them, and that the Rental Agent and its employees or other agents agree to keep current on such provisions, and comply with them as confirmed in writing by the Rental Agent, a copy of which confirmation shall be delivered to the Association upon the signature of any such arrangement with a Rental Agent. Any violation by any such Rental Agent shall be deemed to be a violation by the Member or Unit Owner. The failure of the Member to control any such Rental Agent, or the failure of the Rental Agent to comply shall be grounds for action by the Board or by Association Management to protect the use and enjoyment of the Property by others by appropriately imposing sanctions or conditions on the Member, or otherwise taking action to enforce the Rules of the Association and other corrective action to reduce the effects of the actions of any such Rental Agent, or otherwise correct or sanction the Rental Agent for any such violation. All leases and rental agreements shall be in writing, require the tenant to comply with the Governing Documents, provide a copy of Rules above, and state that any failure by a tenant to comply with the terms of the Governing Documents shall be a default under the lease. All tenants, when their tenancy is greater than 30 days, shall be registered with the Association and the Association shall have the right to charge a reasonable registration fee to each Owner. A copy of all rental agreements shall be provided to

the Association prior to occupancy. All rental agreements shall restrict the overnight occupancy of the unit to six (6) persons. Transient occupancy shall be in compliance with all local ordinances. The Board may adopt reasonable Rules related to Rental Agent permitting and registration of tenants to assure that tenants, guests and occupants are aware and comply with the Governing Documents. The Board may adopt fines against Owners who do not comply with the rental requirements.

(v) **Assignment of Rights to Contract Purchasers.** Any Member who has sold that Member's Unit to a contract purchaser evidenced by a contract of sale that has been recorded, may delegate to such contract purchaser Member's rights and privileges of membership in the Association. Such Member shall be deemed to have delegated all rights to use and enjoyment of the Common Elements to a contract purchaser who has assumed occupancy of said Unit. No delegation of any membership rights or privileges to a non-Resident contract purchaser shall be binding, however, until the Board of Directors has been notified in writing pursuant hereto, below.

Notwithstanding any delegation, until fee title to the Unit has been transferred of record, a contract seller shall remain liable for all assessments, fines and other charges imposed by the Board and for compliance with the Governing Documents by all Residents of the Member's Unit.

(b) **No Timeshare or Interval Ownership Purposes.** No Owner shall offer or sell any interest in any residence under a "timesharing" or "interval ownership" plan.

(c) **Discipline of Members for Violations by Lessees, Tenants, Renters, and Rental Agents.** An Owner who rents or leases their Unit to any person or entity shall be responsible for assuring compliance by the lessee and any other occupants, and compliance of the Rental Agent, with the provisions of the Governing Documents. In the event that any lessee, other occupants, or Rental Agent fails to comply with the provisions of any Governing Document, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances, which may include suspension of the tenant's, renter's, or Owner's privileges to use any Common Area or Common Elements, except the Owner's Unit, access thereto and parking attendant thereto. The Association may also impose fines and penalties against the Owner or place restrictions on the right to rent in the event of violations of the rental provisions of the Governing Documents. If the violation is of any parking rule or restriction, the Association may exercise all lawful rights to tow any vehicle immediately if the vehicle is: (a) blocking a fire hydrant, fire lane or parking space designated for the handicapped; or (b) poses an immediate threat of causing a substantial adverse effect on the health, safety, or welfare of the Unit's Owners or residents of the Property against tenant, renter or Owner with no obligation of actual notice to the vehicle's owner. The Association may direct the removal of pursuant to NRS 487.038, or improperly parked in the Property. The Association shall also comply with the provisions of NRS 116.3102(1)(s) or superseding statute.

Any fine or penalty levied pursuant to this Section shall be considered a Special Individual Assessment as defined herein.

(d) Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Property, or any part thereof, or to preserve the rights of quiet enjoyment of other Owners, the Association shall have no right to impose disciplinary, corrective or other appropriate action against an Owner 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 manager detailing the nature of the lessee's or tenant's alleged infraction or misconduct and scheduling a hearing on the matter;

(ii) The Owner has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing

(iii) If such voluntary action is insufficient to correct the violation or misconduct, the Member/Owner has the right to a hearing.

In the case of a violation of health or safety, or other emergency, appropriate action can be taken prior to a hearing so long as a hearing is conducted as soon as practicable thereafter.

(e) Association Rules. The right of any person to use and enjoy the Common Elements and Common Facilities shall at all times be subject to the Governing Documents. With the exception of the right to use of any vehicular or pedestrian ingress or egress to go to and from the Unit, including any area used for parking, the Board shall have the right to impose monetary penalties or to suspend the use and enjoyment of any Common Elements and Common Facilities for the failure of a Member to pay any Assessments when due under the Declaration, or to comply with any other rule or regulation imposed upon such Member pursuant to the Governing Documents; provided, however, that any such suspension shall be imposed only after such person has been afforded the notice and hearing rights more particularly described herein. Any fine or penalty levied pursuant to this Subsection shall be considered a Special Individual Assessment as defined herein.

Section 2.5. Obligations of Owners. Owners of Units shall be subject to the following:

(a) Maintenance.

(i) By Owner. As provided herein each Owner shall have the exclusive right and obligation at the Owner's sole cost and expense to maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the interior ceilings, floors and the perimeter walls of the Owner's Unit and surfaces of the bearing or other walls located within the Unit and the surfaces of any other finishes in the Unit. The Owner shall have the exclusive right to substitute new finished surfaces for the finished surfaces then existing on interior ceilings, floors and walls, including, substitution to paint for paper or paper for paint, substitution of any

type of paneling for plaster or plaster for paneling, substitution of tile for paneling or paneling for tile, substitution of wood or carpet for linoleum or tile, or linoleum or tile for wood or carpet. Owners and their agents have the exclusive right to maintain, repair, paint, finish, alter, substitute, add or remove any fixture attached to the ceilings, floors or walls. This paragraph shall not be construed as permitting any interference with or damage to the structural integrity of the building. Any proposed change to the floor, ceiling, roof, or any wall, or crawl space whether interior or not, whether believed to be load bearing or not, will require submission of such proposed change to the Association and no changes may be made without written approval. After obtaining written approval from the Association, the Unit Owner shall be responsible for obtaining governmental approval for all such changes and they must comply with the then-applicable building code. All such changes shall be the sole responsibility of the Owner for maintenance, repair and any damages resulting therefrom. If any change or alteration creates any instability or damage to the Property, the Association shall require the original condition to be restored at the sole discretion of the Board and at the sole expense of the Owner.

(b) By Association. The Association shall maintain the Common Elements, Common Area Open Space, and Common Facilities, the landscaping, the exteriors (including roofs), and the foundations of the residence buildings, and shall engage and pay for all labor and materials as may be reasonably necessary for such maintenance. The Association and such persons as may be engaged by the Association for maintenance purposes, shall have the right to enter upon the exteriors of any improvements for the performance of maintenance or repairs, but they shall not have the right to enter a Unit without permission of the Owner of such Unit, except as otherwise provided herein.

(c) Owner's Duty to Notify Association of Tenants and Contract Purchasers.

(i) Sale. At least ten (10) days prior to the consummation of the closing of any sale or other transaction which will result in a change in the record ownership of the fee interest in a Unit, the transferring Owner or Owners shall provide the following information to the Association:

- (A) The name of each transferor and transferee;
- (B) The Unit number of the Unit to be transferred;
- (C) The mailing and email address of each transferee;
- (D) The name and address of the escrow holder, if any, for such transfer and the escrow number; and
- (E) The proposed date for consummation of the transfer.

(ii) Lease. Contemporaneously with (and in no event more than five days after) the execution of a lease or rental agreement, the Association shall be provided the following information in writing on a form provided by the Association:

- (A) The name of each lessor and each lessee;
- (B) The Unit number of the Unit leased;

- (C) The mailing and email address of each lessee (whether an Owner or prior lessee);
- (D) The commencement and termination dates of the lease;
- (E) The names of all persons who will occupy the Unit under the lease;
- (F) The makes and models of all vehicles to be used by the persons who will occupy the Unit under the lease; and
- (G) Other information reasonably requested or designated from time to time.

(iii) Short Term Leases. Owners shall not lease nor rent their Unit such that there is a change in occupants more frequently than seven (7) days. The Association may adopt Rules related to registration of short term leases (less than 30 days) including a reasonable fee to administer such leases.

(iv) Effect of Failure to Notify. In addition to other penalties within this Declaration, until such time as the Association receives the notification required in Subsections (i) and (ii), above, a transferee or lessee shall be deemed to have received any and all notices or other communications required or permitted to be given by the Association hereunder which are duly provided to the transferor or lessor.

(v) Contract Purchasers. A contract seller whose contract is recorded may delegate the seller's Member rights, including voting rights. Notwithstanding any delegation of rights to the contract purchaser, the contract seller shall remain liable for any default in the payment of Assessments by the contract purchaser until title to the unit sold has been transferred to the purchaser.

(vi) Fines and Fees. The Board has the power to adopt Association Rules consistent with this Declaration relating to enforcement of these notice requirements and/or to impose penalties, including fines, for failures to give timely notice or to enforce the Governing Documents against renters. The Board may also charge a reasonable Fee to set off the administrative costs related to changes of possessory interests such as rentals

(c) Notification Regarding Governing Documents.

(i) As more particularly provided in NRS 116.4109, and except as provided by NRS 116.4101, an Owner must furnish a purchaser before execution of any contract for sale of a Unit:

- (A) A copy of the Governing Documents and the information statement required by NRS 116.41095;
- (B) A statement setting forth the amount of the Regular Assessments, Special Assessment, Reserve Assessment, Special Individual Assessment, and any unpaid assessment or fine of any kind currently due from the selling Owner;

- (C) The current operating budget and reserve budget, if it is separate, of the Association and a financial statement for the Association;
- (D) A statement of any unsatisfied judgments or pending legal actions against the Association and the status of any pending legal actions relating to the Association of which the selling Owner has actual knowledge; and
- (E) Any violations hereof by the Owner that are outstanding.

(ii) The Association must provide a statement within ten (10) days after a written request by an Owner setting forth the amount of unpaid Assessments against the Unit. The Association may charge additional fees, if requested to provide the information on less than ten (10) days' notice.

(d) Payment of Assessments and Compliance with Association Rules. Each Owner shall pay when due each Regular, Reserve, Special and Special Individual Assessments levied against the Owner and their Unit and shall observe, comply with and abide by any and all Governing Documents for the purpose of protecting the interests of all Owners or protecting the Common Elements and Common Facilities.

(e) Payment of Fees. The Association may impose a fee for providing copies of any documents equal to the reasonable cost of preparing and reproducing the requested materials which fees may be reviewed and revised by the Board from time to time as appropriate. In addition, the Association may impose a reasonable fee to cover its costs incurred to change its records in connection with a change of ownership of a Unit, as may be reviewed and revised by the Board from time to time as appropriate.

(f) Responsibility for Conduct of Others. Owners are fully responsible for informing members of their family, contract purchasers, lessees, tenants, renters, Rental Agents, servants, employees, guests, invitees and/or licensees of the provisions of the Governing Documents and shall be fully responsible as allowed by law for any violation of the provisions of the Governing Documents by such family members, contract purchasers, lessees, tenants, renters, Rental Agents, servants, employees, guests, invitees and/or licensees. Each Owner shall further be fully responsible for the conduct and activities of Owner's pets and the pets of family members, contract purchasers, lessees, tenants, renters, Rental Agents, servants, employees, guests, invitees and/or licensees. The Association may adopt additional restrictions on pets of persons other than the Owner, in the Rules.

(g) Indemnification for Damage & Injury. Owners are liable to the remaining Owners and the Association for any damage to the Common Elements that result by reason of the willful misconduct, or negligent act or omission of the Owner, family members, contract purchasers, lessees, tenants, renters, Rental Agents, servants, employees, guests, invitees, or licensees (to the extent any such damage is not covered by insurance or subject to a deductible). Each Owner, family member, contract purchasers, lessees, tenants, servants, employees, guests, invitees, and licensees, shall indemnify each and every other Owner and/or the Association against, and hold them harmless from, and defend them against, any claim of any

person for personal injury or property damage occurring to the Property due to the willful misconduct, negligent act or omission of the Owner, family members, contract purchasers, lessees, tenants, servants, employees, guests, invitees, or licensees, unless the injury or damage incurred is fully covered by insurance. Any deductible or uncovered loss is the responsibility of the Owner.

Each Owner, by acceptance of its, his or her deed, agrees personally and for family members, contract purchasers, tenants, guests, and invitees, to indemnify each and every other Owner, and the Association and to hold such Owner(s) and the Association harmless from, and to defend them against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including Limited Common Elements, if any, 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.

(h) Discharge of Assessments. Each Owner shall promptly pay any Assessments that are due and such assessments constitute a lien against the Owners' Unit.

(i) Joint Ownership of Units. In the event of joint ownership of any Unit, the obligations and liabilities of the multiple Owners are joint and several. Without limiting the foregoing, this Subsection shall apply to all obligations, duties and responsibilities of Owners as set forth in this Declaration, including, without limitation, the payment of all Assessments. When there are multiple owners or an entity that owns with multiple owners of the entity, the Owner shall designate a single individual as the Member to whom the rights and privileges of delegation under the Governing Documents shall be applied.

(j) Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Elements or Common Facilities, renunciation or abandonment of the Owner's Unit, 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 and Association Member by the Governing Documents, including, without limitation, the payment of Assessments levied against the Owner and their Unit 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.

Any outstanding or unpaid Assessment, obligation, lien, charge, fee, cost, amount due or other responsibility of Owner, whether monetary or not, shall be fully paid out of the proceeds of sale of the applicable Unit, for which the Member specifically agrees to and authorizes deduction and payment from such proceeds to the Owner/Member, unless fully satisfied prior to the close of escrow, or is otherwise resolved in a manner acceptable to the Association. This Declaration specifically grants a right to instruct the Member's escrow agent, for which the Member's assent will not be withheld to accomplish such deduction and payment to the Association.

(k) Obligation To Permit Entry by Association and/or Adjacent Owners. Each Owner shall be obligated to permit the Owners of adjacent Units to enter the Owner's Unit

for purposes of performing installations, alterations or repairs to mechanical or electrical services which are reasonably necessary for the use and enjoyment of the Unit, provided that the adjacent Owner furnishes the Owner whose Unit is being entered upon with at least seventy-two (72) hours written notice of their intent to enter the Unit, specifying the purpose and scheduled time of such entry and shall make every reasonable effort to perform the use and schedule the entry in a manner that respects the privacy of the Residents of the Unit and the convenience of the Owner of the Unit. Each Owner shall also honor the right of the Association and its agents to enter Units as provided in Section 4.3(b) of this Declaration.

Section 2.6. Transfer or Conveyance of Unit Terminates Obligations. Except as allowed by law, and to the fullest extent allowed, upon the conveyance, sale, assignment or other transfer of a Unit to a new Owner, the transferring Owner shall not be liable for any Assessments levied with respect to such Unit after the date of recording of the deed evidencing the transfer. No person, after the termination of the person's status as an Owner and prior to the person again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration except as provided by law. The conveyance of a Unit to a new Owner will not extinguish any obligations of the transferring Owner for unpaid Assessments that were levied against the Unit prior to the subject transfer.

Section 2.7. Ownership of Common Elements. The Association shall own all Common Elements and Common Facilities.

ARTICLE 3: RESTRICTIONS & USE OF PROPERTY.

In addition to the restrictions established by law or set forth in the Governing Documents, the following restrictions are hereby imposed upon the use of Units, and/or Limited Common Elements, and/or Common Elements within the Property.

Section 3.1. Residential Use. Each Unit shall be used exclusively for non-commercial, residential purposes, except as specifically provided herein. A Unit may not be occupied by more than six (6) individuals.

Section 3.2. Restriction on Businesses. No business of any kind shall be established, maintained, operated, permitted or conducted within the Property except home offices and/or such professional or administrative businesses provided, however, that there shall be no posted external evidence of such business/home office (i.e. no signs, no increased pedestrian and/or vehicular traffic; activities are not apparent or detectable by sight, sound or smell from outside of the Unit; activities do not increase Association's insurance obligations and/or premiums; and the activities are not inconsistent with residential, non-commercial nature of the Property). Even if allowed by local ordinances, no day care business shall be allowed.

Section 3.3. Offensive Conduct, Nuisance, Obstructions, or Hazards. The following activities are prohibited and shall not be performed on, upon or within the Property:

- (a) Activities which are noxious, harmful or offensive as determined by the Board;

(b) Activities which are nuisances, annoy or cause unreasonable embarrassment, harrasment, disturbance or annoyance to any residents of the Property, Owners, Board Members and/or Association agents, service providers and/or employees or which shall, in any way, interfere with residents' use and enjoyment of their Units and/or the Common Elements and Facilities. When determining if any activity is a nuisance, the Association may or may not adopt Rules establishing activities that constitute a nuisance and in any event, shall exercise reasonable discretion based on an objective standard of what is normally and usually considered to be a nuisance or a material impact which reduces any other Member's right or rights of use or enjoyment of their Unit or the Common Elements;

(c) Activities which will increase the rate of insurance or result in the cancellation of insurance under any insurance policy obtained by the Association;

(d) Activities which are in violation of any governmental statute, ordinance, rule and/or regulation, including specifically the brandishing and/or discharging of firearms within the Property;

(e) 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 private residence or appurtenant structures within the Property;

(f) Activities which will obstruct entranceways or vehicular driveways located in or upon the Property or interfere with the free use thereof, except such obstruction as may reasonably be required in connection with repairs and maintenance;

(g) Activities which impede, alter or otherwise interfere with the drainage patterns or facilities in, over, under, across and through the Property, without the prior written consent of the Association;

(h) Activities or conditions which would induce, breed, or harbor infectious plant diseases, noxious insects, rodents and/or vermin;

(i) Any excavation, improvement or work which in any way alters any Common Elements or Common Facility from its existing state on the date such Common Element or Common Facility was originally constructed shall not be made or done except by the Association and then, only in strict compliance with the provisions of the Governing Documents;

(j) Emission of unreasonable levels of exhaust fumes and/or noise and/or the parking, keeping and/or storage of dilapidated, unlicensed, non-operational and/or disabled vehicles;

(k) Division of Units in any manner, including into two or more apartments;

(l) Any improvement or alteration without all required governmental permits and approvals or other-actions; and

(m) Any violation of the Rules or other Governing Documents of the Association.

Without limiting any of the foregoing, no Owner or other Resident shall cause and/or permit noise, sound(s) or sight(s) which would unreasonably disturb another's enjoyment of their Unit and/or the Common Elements taking into account when, how long and at what intensity.

Section 3.4. Regulation of Owner Activity. In order to promote the Owners' use and enjoyment of the Property and the aesthetic and recreational purposes thereof, the Association, in its Rules shall be entitled to set forth provisions that regulate or limit, subject to legal limitations, activities within the Property, including specifically any of the following:

(a) The rights of Owners (and Owner's family, contract purchasers, lessees, tenants, renters and/or guests and invitees) to use portions of the Common Elements or Limited Common Elements and Facilities;

(b) The number of guests each Owner may allow to use the Common Elements, including, but not limited to, recreational facilities and parking spaces;

(c) As allowed by the Board or Design Committee, if one has been constituted, the color and type of all drapes, blinds, curtains, shades, shutters or other window coverings visible to the Common Elements and/or another Unit. No tin foil, sheets, or other "non-window" covering shall be placed on any windows except as approved. No Owner shall allow windows to be without allowed window coverings, if the window(s) allow a view into the Unit from the Common Area. No addition, alteration or modification, including but not limited to, shutters, including shutters or window hangings that may be seen from the exterior of any Unit, may be installed by a Unit Owner unless prior written authorization is received in accordance with any Rules or Design Standards adopted by the Board or Design Committee;

(d) The decorations, furnishing, window coverings, landscaping or embellishment of Units that are visible to the Common Elements and/or another Unit. Deck enclosures are not permitted;

(e) The placement or display of signs of any kind on or from any Unit or the Common Elements. However, the Association shall not prohibit such signs as are allowed by law. No Owner may place signs in or on the Common Elements;

(f) The display or flying of flags, windsocks and/or similar items within the public view from any portion of the Property, except that this limitation shall not prohibit or prevent the flying of a flag of the United States or Nevada, as specifically allowed by law;

(g) The erection, construction, maintenance or placement of any solar panels, radio, fiber optics, satellite dishes and/or electronic receiving and/or broadcasting service, including antennas, wiring or other means and/or any electrical, telephone or other wiring or similar items on the exterior of any Unit or any part thereof, except to the extent required to be

allowed by state or federal law or as appropriate to allow common connection or reduced number of antennas or reception facilities attached to or on the Common Elements as may be determined in the sole discretion of the Board. There shall be no right of an Owner to require the Board to exercise its discretion;

(h) The erection, construction, maintenance or placement of any television service and/or wireless Internet service, including multipoint video distribution service, antennas, masts, towers, poles, satellite dishes and/or wiring in Units or the Common Elements, except to the extent required to be allowed by law or as necessary to minimize such facilities and encourage common usage of antennas, dishes and other reception facilities attached to or on the Common Elements as may be determined in the sole discretion of the Board. There shall be no right of an Owner to require the Board to exercise its discretion.

(i) The erection, placement or maintenance of outbuildings, tents, shacks, sheds, trailers or other temporary buildings of any kind;

(j) The keeping, maintaining or breeding of animals, including, but not limited to, livestock, reptiles, domestic dogs or cats, rodents or birds. However, each Unit may keep not more than two (2) domestic dogs, cats and other customary household pets, provided that the dog, cat, or other household pet is not kept, bred, or maintained for any commercial purposes. The Board may adopt size or other reasonable limitations. Service dogs are allowed in compliance with State and Federal laws.

While in the Common Elements, all dogs must be on a leash or otherwise controlled by a responsible person. Pet owners are responsible for the removal and/or proper disposal of their pets' bodily wastes and while in the Common Elements must always have a bag or utensil with them to remove or dispose of the waste. No pets are permitted to live in or on any deck or porch.

The Association has the right to prohibit the maintenance or presence of any animal within the Property which, after notice and hearing as provided herein, is found to be a nuisance to and/or threat to the safety of other Owners/Residents. In particular, no aggressive, dangerous and/or attack trained dogs or animals are permitted in the Property.

Any person whose pet or animal causes injury to another Owner or guest or their pet shall be solely liable to such Owner or guest and shall indemnify the Association for any responsibility or damages, including attorney fees and costs, arising out of any such incident or occurrence.

(k) The use of power equipment, hobby/shop and/or wood-working equipment within the Property provided that this use is inside the Member's Unit, within reasonable hours, and without undue noise or nuisance to neighboring Unit Owners; and

(l) Modification or improvement of the Member's Unit.

Any breach of the Association Rules or of any other Governing Document provision shall give rise to the rights and remedies set forth herein and enforcement as a Special Individual Assessment.

Section 3.5. Parking Enforcement, Vehicle Maintenance and Snow Removal. As long as applicable ordinances and laws are observed, including but not limited to NRS 116.3102(l)(s), NRS 487.038 or comparable superseding statute, the Association may cause the removal of any vehicle which is on the Property in violation of the Governing Documents.

The Association shall set aside within the Common Elements at least one parking space for each Unit and such private roads and driveways as are necessary to provide vehicular access from such parking spaces to any public road, including the traffic directions or other conditions on such roads. Each parking space shall be of suitable size for the parking of one automobile, and designated so as to provide maneuvering of automobiles in such a way that the automobiles may leave the parking area to enter any road in a forward direction. Each parking space may be used only for the parking of vehicles and objects as shall be permitted by the Rules, so long as the vehicle can fit within the dimensions of the parking space. The use of parking areas, roads, and driveways shall be subject to such Rules as the Association may adopt from time to time. The parking spaces allocated to each Unit ownership shall entitle the Owner thereof to the exclusive right to use the space so allocated. Any remaining parking spaces may be allocated to Owners by the Association or may be designated as guest spaces, which guest spaces are available to Owners on a first-come, first-served basis. The Association may adopt Rules to control parking as the Board deems appropriate.

No vehicle may be parked on the Property except within parking areas designated by the Association. Owners may not park non-passenger vehicles, campers, trailers (of any kind), boats, recreation vehicles, commercial vehicles, or other vehicles within the Property, except where required temporarily for deliveries, the construction, repair, refinishing, or maintenance of any part of the Property or for moving furnishing, equipment, or supplies into or out of the Property. However, such temporary parking is prohibited if it would prevent Residents from parking their passenger vehicles in their parking space, or parking area designated by the Association.

No Owner shall lease or license to another the parking space(s) that they have the exclusive right to use separate and apart from the Unit to which it is appurtenant.

A single parking space per Unit, as designated by the Association, shall never be severed from the Unit, except that the Owner or Owners involved may permit other Owners to use any such space, provided that such use is not prohibited and that this permission be revocable at any time without notice.

The cost of maintaining and snow removal on the roads, driveways and all common parking spaces shall be paid by the Association. The Association shall be responsible to provide for maintenance of all BMPs, snow storage, and landscaping within the Common Elements.

Section 3.6. Owner Improvements. No Owner may make any alterations or modifications to the exterior of the Units, windows or doors without the prior written consent of

the Association and all proper governmental and Association approvals, including the fulfillment of any conditions imposed to the satisfaction of the Association. Under no circumstances shall any Owner undertake any activity or work with respect to the Owner's Unit that will impair the noise-carrying capacity, structural soundness or integrity of the Common Elements and/or another Unit.

Section 3.7. Termination of Mechanics' Lien Rights and Indemnification. No labor performed or materials furnished to and incorporated in a Unit with the consent or at the request of the Owner thereof, Owner's family, lessees, tenants, renters or contract purchasers, or any of their agents, contractors, or subcontractors, shall be the basis for filing a lien against the Unit of any other Owner if said Owner has not expressly consented to or requested the labor performed or materials furnished, or against the Common Elements.

Each Owner shall 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 Unit of any other Owner or against the Common Elements for construction performed, or for labor, materials, services, equipment, or other products incorporated into the Owner's Unit, at such Owner's request or with its consent.

The provisions of this section shall not apply to any labor performed or materials furnished at the request of the managing agent or the Board. The Association shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed or to which materials were furnished, through Special Individual Assessments against said Unit, the amount necessary to discharge any such lien, including all costs incident thereto, or to reimburse or indemnify any other Owner affected by any such lien to the extent known to the Association or otherwise made known to it by request of the other affected Owner.

Section 3.8. Utilities/Trash Disposal. All trash, garbage, accumulated plant waste material, refuse, rubbish and debris shall be kept only in containers designated by the Association. No Owner or Resident shall permit or cause garbage, trash or other waste to be kept upon any portion of the Property, except in such containers and all containers shall be bear proof design. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Property to a public dump or trash collection area by the Owner, guest or invitee, tenant, renter at the Owner's own expense. The Association shall be entitled reasonable reimbursement of cost for the collection of garbage and refuse disposed in a manner inconsistent with this section. The Association will pay the cost of refuse collection and Common Element and Common Facilities utility charges, including electric, water, sewer and gas. Owners shall pay their own electric bill, cable and internet connection fees.

Section 3.9. Variances. Upon application by any Owner, the Board of Directors shall be authorized and empowered to grant reasonable variances from the use 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 the Property contemplated by this Declaration. In considering and acting

upon any request for a variance, the Board shall follow the procedures set forth herein Section 8.9 for the granting of Design Standard variances.

Section 3.10. Enforcement of Property Use Restrictions. The objective of this Declaration shall be to promote and seek voluntary compliance by Owners and other Residents with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Association becomes aware of Design Standard or property use infraction that does not necessitate immediate corrective action, the Owner responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall describe the non-complying condition, request that the Owner or tenant correct the condition within a reasonable time specified in the notice, and advise the Owner or tenant of his or her appeal rights. However, the Board shall have the discretion to decide whether or not it is in the Association's best interest to pursue any enforcement action, including taking into consideration the potential benefits to the Association (and/or its Members) resulting from any such enforcement action as compared with the anticipated financial costs and may decide that analysis of these factors requires immediate or quick corrective action. In the event that corrective action is necessary and it is not practical or timely to give written notice to solve the problem in that health, safety, public appearance or other need makes earlier action necessary, the Association may act so long as written notices given as soon as possible to the Owner and a hearing is allowed in a reasonable time shortly thereafter.

ARTICLE 4: HOMEOWNERS ASSOCIATION.

Section 4.1. Association Membership. Every record Owner of a Unit is a Member of the Association. The Owner(s) of a Unit will hold jointly one membership in the Association for each Unit owned. The membership will be appurtenant to each Unit and may not be separated from ownership of the Unit to which it relates. Persons who hold an interest in a Unit merely as security for performance of an obligation are not Members until such time as the security holder comes into title to the Unit through foreclosure or deed. Lessees who are delegated rights of use do not thereby become Members, although the lessee and members of the lessee'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 Unit in the Property 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 Unit 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 Unit.

Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in the Owner's name to the purchaser of their Unit, 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 4.2. Voting. Only Members and Owners in Good Standing will be entitled to vote, and only one vote may be cast for each Unit owned by said Member, as more particularly set forth in the Bylaws. When more than one person holds an interest in any Unit, all such persons will be Members, although in no event may more than one vote be cast with respect to any Unit and only one Owner may be a member of the Board. Voting rights may be temporarily suspended under those circumstances described herein.

Section 4.3. Powers and Authority of the Association.

(a) **Powers Generally.** The Association through its Board will have the responsibility of managing and maintaining the Common Elements and Common Facilities and will discharge all duties and responsibilities imposed on the Association by the Governing Documents and applicable law. In the discharge of such responsibilities and duties, the Association and its Board will 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 and NRS 116.

The Association will 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 will be as set forth in this Declaration and NRS 116.

(b) **Association's Limited Right of Entry.** The Association will have the right, when necessary, to enter any Unit or Limited Common Areas, to perform the Association's obligations under this Declaration, including: (i) exterior maintenance or repair obligations; (ii) obligations to enforce the design and land use restrictions of Article 3 and Article 8 hereof; (iii) any obligations with respect to construction, maintenance and repair of adjacent Common Elements, Common Facilities, utilities and/or other services; (iv) to correct Rule violations that cause an unreasonable interference with other Owners use or enjoyment of their Unit or the Common Elements; (v) to make necessary repairs and maintenance of Common Facilities inside the Unit; or (vi) 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 property or the Owners in common.

The Association's rights of entry under this subsection (b) is immediate in case of an emergency originating in or threatening the Unit where entry is required, or any adjoining Units or Common Elements, 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 must furnish the Owner or Owner's lessee with at least seventy-two (72) hours written notice or other method authorized by law of the Association's intent to enter the Unit, 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.

The Association's rights of entry under this subsection (b) will expressly include the right to transfer said rights of entry to others (including, but not limited to employees, contractors and/or service providers retained by the Association) by permit, license, easement, or otherwise, for the benefit of the Property and the Owners of Units therein.

Section 4.4. Board of Directors. The affairs of the Association will be managed by or under the direction of the Board. The number and qualifications of the Directors will be as established in the Bylaws. Directors must be Members.

(a) Powers of the Board. The Board will have all of the powers and duties set forth in the Governing Documents and Chapter 116, including:

(i) **Exclusive Power.** Except as expressly otherwise provided herein, the powers and duties of the Association which the Governing Documents do not reserve to the 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 Owner 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 or Chapter 116, the Board will have the following powers:

(A) To call meetings of the Members.

(B) To appoint and remove at pleasure all officers, committees or committee members, agents and employees of the Association, prescribe their duties, fix their compensation, and may require of them such fidelity bonds as it may deem expedient.

(C) To establish, fix, levy, assess and collect assessments against the Owners of Units within the Property and to enforce payment of such Assessments. Any Assessments levied by the Association on its Members will be levied in accordance with and pursuant to the provisions of the Governing Documents.

(D) To authorize and cause the Association 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 (as used herein the term "manager" shall refer to a person or entity so contracted); (2) enter into lease, license or other agreements for the use of property or facilities not a part of the Property; and (3) enter into a contract to engage the services of a concierge, , except as otherwise provided herein. 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 may be terminable by either party for cause.

Any reference to the "term" of a contract as used in this Section 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 of non-renewal is given by the Association pursuant to the contract.

(E) To adopt, amend, and repeal Association Rules consistent with this Declaration relating to: (1) the maintenance, repair, management and use of the Common Elements and all facilities thereon by Owners, their lessees, guests and invitees or any other persons who have rights of use and enjoyment of such Common Elements 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 on Units; (3) design control and the rules governing the Design Committee under Article 8; (4) regulation of parking; (5) regulation of pet ownership; (6) regulation of other matters under Article 3 hereof; (7) the conduct of an Owner and its family, contract purchasers, lessees, and their guests, invitees or licensees, with respect to the Property and the other Owners or occupants of the Property; (8) the conduct of disciplinary proceedings in accordance herewith; (9) reasonable charges for labor, services, or expenditures incurred at the request of an Owner or as a result of the actions of an Owner; (10) collection and disposal of refuse; (11) 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); (12) annual permitting of Rental Agents; and (13) any other subject or matter within the jurisdiction of the Association as provided in the Governing Documents.

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 thereunder. In the event of any material conflict between any Association Rule and any provision of the other Governing Documents or NRS 116, the conflicting provisions contained in the other Governing Documents and NRS 116 will be deemed to prevail over those in the Association's Rules or Bylaws.

(F) To delegate its powers to committees, officers, or employees of the Association.

(G) To incur debt for the purpose of replacing, maintaining and improving the Common Elements, and to encumber member assessments, 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 and the intended use of the Property and consistent with existing easements on the Property.

(I) Except as expressly otherwise provided herein, the Board of Directors will have the exclusive right and obligation to manage and administer the Common Elements and Common Facilities to contract for all goods, services, and insurance, payment for which is to be made from the assessments.

(J) Open and maintain bank or other financial accounts on behalf of the Association and designate the signatories as required or prudent for such bank

accounts.

(K) Subject to the requirements of NRS 116.31088 and any superseding statute, bring and defend actions on behalf of the Association to protect the interests of the Members or the Association as long as the action is pertinent to the operations of the Association, and to assess the Members for the cost of such litigation. However, the Board will have the sole discretion to decide whether or not it is in the Association's best interest to pursue any such enforcement action, taking into consideration the potential benefits to the Association (and/or its members) resulting from any such enforcement action as compared with the anticipated financial costs.

Prior to filing litigation (including mediation and/or arbitration) regarding any disciplinary action against a Member, the Board will comply with the requirements set forth in NRS 116 and herein.

(iii) No Active Business. Nothing contained in this Declaration, however, may be construed to give the Board authority to conduct an active business for profit on behalf of the Association, all of the Owners, or any of them. The Board will have no such power. However, this subsection (iii) will not prohibit the Association and/or its Board from acquiring, owning, leasing and/or selling any Unit or Common Element within the Property as allowed by law.

(b) Duties of the Board.

(i) Association Duties. Cause all duties imposed on the Association by Governing Documents to be properly performed.

(ii) Records. Cause a complete record of all its acts and corporate affairs to be kept, and to prepare budgets and financial statements for the Association.

(iii) Supervise. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.

(iv) Assessments. With reference to assessments of the Association:

(A) Fix, levy and collect assessments pursuant hereto;

(B) Approve the annual operating and reserve budgets and fix the amount of the assessment against each Member for each assessment period in compliance with Nevada law.

(C) Prepare a roster of the Members and assessments applicable thereto;

(D) Send written notice of each assessment to every Member subject thereto; and

(E) Issue statements and other certificates as required hereby.

(v) Insurance. Contract for casualty, liability, earthquake, employees practices, or other insurance, sureties and/or bonds (including indemnity or fidelity bonds) may be purchased on behalf of the Association with such coverages and in such amounts as required by this Declaration and as deemed necessary by the Board in its sole discretion or as may be required by law and as required by NRS 116.

(vi) Vacancies. Fill a vacancy or vacancies on the Board as provided in the Bylaws.

(vii) Discharge of Liens. 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 Elements, 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 Unit as a Special Individual Assessment. No decision resulting in such liability or assessment may be reached before providing the Owner or Owners with notice and hearing satisfying the requirements of this Declaration.

(viii) Enforcement. Commence and maintain 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 the Governing Documents, the orders and awards of arbitration, or resolutions of the Board of Directors, or to enforce, by injunction or otherwise, the provisions of the foregoing.

The Board will have the sole discretion to decide whether or not it is in the Association's best interest to pursue any such enforcement action, including taking into consideration the potential benefits to the Association (and/or its members) resulting from any such enforcement action as compared with the anticipated financial costs.

The Board may suspend the voting rights of an Owner or suspend the privileges of an Owner to use the Common Elements or Common Facilities located on the Property, 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 specific Owner or other person is given fair notice and the opportunity to be heard (in satisfaction of the minimum requirements of this Declaration) with respect to the alleged violation before a decision to impose discipline is made. The Board may delegate some or all of its enforcement rights to a Disciplinary Committee.

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 its Unit, including access thereto over and across the Common Elements, except when such loss or forfeiture is the result of: (A) a judgment of a court; (B) a decision arising out of arbitration; or (C) on 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.

If legal action is instituted by the Board pursuant to this section, any judgment rendered in any such action must include all costs of collection, arbitration costs, mediation costs, court costs and reasonable attorneys' fees.

(ix) **Operating Requirements.** 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, or pursuant to the terms of this Declaration, or as is necessary for the operation of the Property, or for the 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 Units, the costs thereof will, as is reasonable, be assessed to such Units and the Owners thereof as provided in Section 6.3 or as provided in the Bylaws.

Section 4.5. Limitations on Powers of the Association. Neither the Board nor the Association will have the power to take, and both are hereby expressly prohibited from taking, any of the following actions 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 Elements, the Units or the Association for a term longer than three (3) years with the following exceptions:

(i) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission or contracts with utility districts, sanitary services providers, energy providers, telephone service providers and/or cable or satellite dish or comparable service or utility provider;

(ii) 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;

(iii) Lease agreements for equipment not to exceed five (5) years' duration; and

(iv) Agreements for sale or lease of security alarm systems and fire alarm equipment, installation and services not to exceed five (5) years' duration.

For purposes of this subsection, the five (5) year maximum "term" of a contract does not include any option period(s), renewal period(s) and/or extension(s) of time to the contract term so long as the contract contains provisions allowing the Association to non-renew and/or cancel the contract upon the expiration of the term. There shall be no automatic renewals of any 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.

The Board of Directors shall not convey, exchange, mortgage, encumber, transfer upon trust or otherwise dispose of any of the real property of the Association without the affirmative vote or written consent except as provided herein of at least a majority of the Members. No proxy vote shall be counted upon such issue at either an annual or special meeting unless the meeting notice shall have stated specifically that such a transaction would be considered and shall set forth the details thereof.

(c) 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.

Section 4.6. Nonliability of Officials. 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"), may 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 subject to the business judgment rule and which such person or entity reasonably believed to be in the interests of the Association. No Released Party shall ever be liable to any Unit Owner or the Association for exemplary or punitive damages, regardless of the basis of any claim.

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 Elements and Common Facilities and enforcement of the Governing Documents.

The maximum indemnification rights (including the right to advancement of expenses) of Directors, Officers, employees and/or agents will be governed by Nevada law.

As set forth herein, the Association shall purchase and maintain insurance on behalf of its Directors, officers, employees and/or agents against liability asserted against or incurred by any Director, officer, employee and/or agent in its capacity or status as such.

The provisions of this section are intended to reflect the protections accorded to volunteer directors and officers of common interest communities under Nevada law. In the event that Nevada law is amended, this section will be deemed amended, without the necessity of further Member approval, to correspond to the amended or successor code provisions.

ARTICLE 5: ASSESSMENTS.

Section 5.1. Assessments Generally.

(a) **Covenant to Pay Assessments.** Each Owner of one (1) or more Units, by acceptance of a deed or other conveyance therefor (whether or not it will be so expressed in such deed or conveyance), covenants and agrees to pay to the Association: (i) Regular Assessments, (ii) Special Assessments, (iii) Reserve Assessments, and (iv) Special Individual Assessments levied by the Association as hereinafter provided. 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 may deem necessary or appropriate for the collection of such assessments and charges and for the enforcement of the liens hereinafter provided for. All Assessments specifically include any charge, claim, fine, fee, cost, collection expense, attorney's fee, and other charge or amount connected to such an assessment.

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 Elements 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 Unit within the Property will, in turn, become liable to pay all Assessments and charges assessed during the time they are record Owner of such Unit. All Assessments permitted or required herein, together with late charges, interest, costs, collection expenses, fines other charges, 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 Unit at the time the Assessment was levied. The Owner of such Unit will ensure that any outstanding charge, cost or obligation whatsoever, whether of a monetary, lien or other nature, will be satisfied prior to sale.

Any Grantee and/or Owner who acquires title to a Unit (whether at judicial sale, trustee's sale or otherwise) will be personally liable only for Assessments attributable to the Unit 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 and the Association agrees to such assumption. The Unit, however, will be subject to the lien as allowed by law and/or provided for in this Declaration.

After a record Owner transfers, of record, any Unit they own, they will not be liable for any Assessments levied after the transfer with respect to that Unit only if the assessments or other claims, charges, obligations or liens have been fully paid or satisfied or if an express written assumption has been accepted by the Association prior to the transfer or any related close of escrow. If, for any reason whatsoever, an Assessment is unpaid after transfer and not assumed by the new Owner in a manner acceptable to the Association, any unpaid Assessment of a previous Owner will remain the debt of such previous Owner against whom assessed and the previous Owner will remain personally liable until paid or arrangements acceptable to the Association for full payment or satisfaction have been agreed to. A contract

seller of any Unit will continue to be liable for all Assessments and charges until a conveyance by deed of such Unit is recorded in the Office of the County Recorder of Washoe County and only if any Assessments or other claims, charges, obligations, fines or liens have been fully paid or satisfied or if an express written assumption has been accepted by the Association.

(c) **Authority of Board.** The Board will have the power, duty and authority to levy Regular, Reserve and Special and Special Individual Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law. Except for a fine or construction penalty, 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 will also have the power and authority to levy Special Individual Assessments against Owners.

(d) **Creation of Assessment Lien.** Assessments, together with late charges, interest, fines and reasonable costs (including reasonable attorneys' fees) for the collection thereof, have been, and continue to be, charges on the Units and the Declaration including all amendments, such as this Declaration, has been, and continue to be, a continuing lien (the "Lien") upon the Unit against which such Assessment is made. The Lien is subject to foreclosure as provided herein and Chapter 116. The Lien will continue to secure all Assessments, together with late charges, interest, costs, collection expenses, fines, other charges and reasonable costs (including reasonable attorneys' fees) for the collection thereof, made on any Unit notwithstanding the transfer of record title to such Unit, and any such transfer will be subject to the Lien.

(e) **No Avoidance of Assessment Obligations.** No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Unit or other property owned by them from the Lien and charges hereof, by waiver of the use and enjoyment of the Common Elements or any facilities thereon or by abandonment or non-use of their Unit or any other portion of the Property.

(f) **Offsets.** All Assessments levied by the Association 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, Reserve and Emergency Assessments.

(a) **Purpose of Regular Assessments.** All Regular Assessments levied by the Association Will be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Property and, in particular, for the maintenance, operation and improvement of the Units, Common Elements, and any real or personal property in which the Association holds an interest. Regular Assessments include Reserve Assessments.

(b) **Annual Budget; Regular Assessments, Reserve Assessments & Board Authority.** In accord with the timing provisions of NRS 116.31151 (or comparable superseding statute), if any, the Board must estimate the total amount required to fund the Association's

anticipated Common 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, which may be levied as a Reserve Assessment), prepare, and adopt then distribute to all Members a proposed budget.

(c) **Membership Approval Requirements.** Within sixty (60) days after adoption of the proposed budget, the Board must provide the budget or a summary of the budget to all Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the budget or summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, or is not timely ratified, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(d) **Assessments to Address Emergency Situations.** In the event of an emergency situation, the Board may impose an assessment without ratification of a budget including such assessment. 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 Elements 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 Elements 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 (a), above, provided that, prior to the imposition or collection of an assessment under this subsection (d)(iii), the Board will pass 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 will be distributed to the Members together with the notice of assessment.
- (iv) An extraordinary expense necessary to make up any shortfall or deficiency in insurance proceeds in the event of damage or destruction of one or more Units or the Common Elements.

(e) **Allocation of Regular, Reserve or Emergency Assessment.** The total estimated Common Expenses, determined in accordance with subsections (a) and (b), above, will be divided and then allocated among, assessed against, and charged to each Owner/Unit, pro rata in accordance with each Unit's square footage of living space as follows:

(i)	Units A100, A105, A200, A205	2,078 sq. ft.
(ii)	Units A101, A104, A201, A204	1,874 sq. ft.
(iii)	Units A102, A103, A202, A203	1,762 sq. ft.
(iv)	Unit A300	2,636 sq. ft.

(v)	Units A301, A304	2,432 sq. ft.
(vi)	Units A302, A303	1,641 sq. ft.
(vii)	Unit A305	2,718 sq. ft.

The allocations of the square footage are based on the plans and specifications for the Property, and are allocated by this document with full knowledge that the actual units as built may vary slightly in square footage.

For all Assessments, Regular, Reserve, or Special, the total Assessment will be divided by the total square footage of living space in the Property and then multiplied by each individual Unit's square footage of living space, as set forth above.

(f) Failure to Make Estimate. If, for any reason, the Board fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year will be automatically assessed against each Owner and their Unit 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, is not 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 & Delinquency. The Regular Assessments levied annually against each Owner and their Unit for the current fiscal year may be divided into monthly, quarterly, semi-annual or annual installments so long as the respective Owner is not in default (i.e., current on all Assessments). Each installment is due and must be paid on the first day of the period in which it becomes due or in such other manner and/or on such other date or dates as may be established from time to time by the Association. To encourage prompt payment or early receipt of Assessments, the Board may assess a late fee or offer a discount for payments made quarterly, semi-annually, or annually so long as offered to each and every Owner equally and addressed in the Budget.

Installments of Regular Assessments will be late if: (a) not actually received by the Association or its designated agent by the fifteenth (15th) day of the month in which the Assessment is due; or (b) sent with visible official postmark or date of the transmission on or before the tenth (10th) 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 pursue the remedies set forth below, as to the late payment. Interest, late fees and other charges shall be assessed effective the 15th of the month if such assessments are late.

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 may have the authority to levy Special Assessments against the Owners and their Units for the following purposes:

(i) **Capital Improvements.** The Board may also levy Special Assessments for additional Capital Improvements within the Common Elements (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 Elements). 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 Elements or existing Common Facilities through Regular Assessments (including the funding of reasonable reserves through Reserve Assessments) and to maintain adequate insurance on the Common Elements and existing Common Facilities in accordance with Article 9 hereof.

The Association shall provide written notice to each Owner of a meeting at which an Assessment for a Capital Improvement is to be considered or action is to be taken on such an Assessment at least twenty-one (21) days before the meeting. The Board, without member approval, may provide for Capital Improvements of less than 6% of the yearly Regular Assessment.

(ii) **Special Projects.** The Board may also levy Special Assessments for Special Projects that the Board determines would enhance the Property in the Board's discretion. The Board's assessment authority pursuant to this Section will be subject to membership approval requirements described below.

(b) **Membership Approval.** In order for the Board to levy Special Assessments the Board must adopt a proposed budget therefore, and within thirty (30) days after adoption of the proposed budget with respect to the Special Assessment, the Board must provide a summary of the budget to all Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Owners reject the budget that includes the Special Assessment the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the Special Assessment shall not be imposed.

(c) **Allocation and Payment of Special Assessments.** When levied by the Board and approved by the Members as provided above, the Special Assessment will be divided among, assessed against and charged to each Owner and their Unit in the same manner prescribed for the allocation of Regular Assessments. Notice of the Special Assessment so levied must be mailed to each Owner.

Unless the time for payment is extended by the Board, payment of all Special

Assessments will be due no sooner than fifteen (15) days after the Association gives the Owners written notice thereof.

The Board may, in its discretion, prorate the amount of any Special Assessment over any calendar period, proscribe frequency of payment and impose a late fee or offer a discount.

Installments of Special Assessments will be late if: (a) not actually received by the Association or its designated agent by the fifteenth (15th) day after the Assessment is due; or (b) sent with visible official postmark or date of the transmission on or before the tenth (10th) 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 pursue the remedies set forth below, as to the late payment. Interest, late fees and other charges shall be assessed effective fifteen (15) days after the due date, if such assessments are late.

Section 5.4. Special Individual Assessments.

(a) Circumstances Giving Rise to Special Individual Assessments. In addition to the Special Assessments levied against all Owners the Board may impose Special Individual Assessments against an Owner in any of the circumstances described in subsections (i) through (viii), 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 until the Owner has been afforded the notice and hearing rights to which the Owner is entitled hereunder and by law. Subject to the foregoing, the facts and circumstances giving rise to liability for Special Individual Assessments include the following:

(i) **Damage to Common Elements or Common Facilities.** If any damage to, or destruction of, any portion of the Common Elements or the Common Facilities, including any portion of a Unit 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 may cause the same to be repaired or replaced, and all costs and expenses and deductible, 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) may be assessed and charged solely to and against such Owner as a Special Individual Assessment. If insurance covers the event or occurrence, the insurance proceeds shall be used first before any assessment is made.

(ii) **Expenses Incurred for a Unit caused by another Unit.** If any damage to, or destruction of, any portion of a Unit which the Association repairs or maintains to prevent additional damage to Common Elements or an adjacent Unit and such damage is incurred because of any conduct, element or fixture within or serving exclusively another Unit (including Limited Common Elements associated with that Unit), the Board may cause the repair and maintenance. All costs and expenses of such repair and maintenance shall be charged solely to and against such Unit Owner as a Special Individual Assessment.

(iii) Expenses Incurred in Gaining Member Compliance. If the Association incurs any costs or expenses, to accomplish: (A) the payment of delinquent Assessments, (B) any repair, maintenance or replacement to any portion of the Property that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion, or (C) to otherwise bring the Owner and/or their Unit into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and other interest as allowed by law and penalties duly imposed hereunder, title company fees, accounting fees, court costs and reasonable attorneys' fees) may be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(iv) Required Maintenance on Units. As more particularly provided herein (and without limiting the generality of those sections), if the Board, in its discretion, determines that any Unit is maintained so as to become a nuisance, fire or safety hazard for any reason, including without limitation, the accumulation of trash the Association will have the right to enter the Unit, correct the offensive or hazardous condition, and recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner.

(v) Diminution in Insurance Proceeds. As more particularly provided herein, the Association may levy a Special Individual Assessment for the amount of the loss in insurance proceeds against any Owner who, in violation hereof, caused any diminution in the insurance proceeds otherwise payable to the Association due to the Owner's individual casualty insurance.

(vi) Increase in insurance Burden. The Association may levy a Special Individual Assessment for the amount of the increased insurance premium against any Owner who in violation of these governing documents caused any increase in the rate of insurance paid by the Association to reimburse the Association for any such increase in the rate of insurance.

(vii) Payment of Insurance Deductible. The Association may levy a Special Individual Assessment for the amount of any insurance deductible.

(viii) Payment of Fines. The Association may levy a Special Individual Assessment for the amount of any fine or other penalty properly imposed hereunder.

(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 herein, 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 fifteen (15) days after the mailing of notice of the Assessment.

Installments of Special Individual Assessments will be delinquent if not received by the Association or its designated agent within fifteen (15) days from the due date. 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 forth in herein as to the late payment.

Section 5.5. Reasonableness of Assessments. Each and every Assessment levied hereunder is further declared and agreed to be a reasonable Assessment, and to constitute a separate, distinct and personal obligation of the Owner of the Unit against which the Assessment is imposed that will be binding on the Owner's heirs, successors and assigns, provided that the personal obligation of each Owner for delinquent Assessments will not pass to the Owners successors in title unless expressly assumed by them with the express approval of the assumption by the Association.

Section 5.6. Exemption of Certain Parts of the Property From Assessments. The following real property subject to this Declaration will be exempt from the Assessments, unless used as a residence:

- (a) Any portion of the Property dedicated and accepted by a local public authority;
- (b) The Common Elements and Common Facilities; and
- (c) Any Unit owned by the Association.

Section 5.7. 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 insured checking, savings or money market accounts in a bank, savings and loan association or other financial institution selected by the Board which has offices located within the United States of America or as required by applicable state law, which accounts will be clearly designated as either an "operating" or "reserve" account or other accounts so designated by the Association.

The Association must establish and maintain cash deposit accounts into which will be deposited all Assessments. Disbursements from such account will be for the general operation of the Association including, but not limited to, wages, repairs, betterments, maintenance, and other operating expenses of the Property. The Association will maintain other accounts necessary to carry out its purposes, including (at minimum) a reserve account for the repair, replacement, maintenance or restoration of the major components of the Common Elements as set forth in this Article, and applicable Nevada law. In addition, the Board will be entitled to 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, and as allowed by applicable Nevada law. The Board, and such officers or agents of the Association as the Board may designate, will have exclusive control of the accounts and investments and will be responsible to the Owners for the maintenance at all times of accurate records thereof. 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 applicable Nevada law allows such commingling, and so long as the separate accounting records described herein are maintained. Any interest received on such deposits will be credited

proportionately to the balances of the various Assessment fund accounts maintained on the books of the Association as provided in subsection (b), below.

(b) Separate Accounts & Commingling of Funds. Except as provided below, the proceeds of each Assessment will 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, underfunded 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 therefrom, provided that receipts and disbursements of Special Assessments will be accounted for together with the receipts and disbursements of Regular Assessments.

Unless the Association is exempt from federal taxes, all sums allocated to capital replacement funds will 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.

(c) Checks. All checks (or other demands for payments of Association money) and/or notes of the Association must be signed by the President or by such other Directors and/or Officers or such other person or persons as the Board may from time to time designate. Notwithstanding the foregoing, any withdrawal of funds from Association reserve accounts will require the signatures of two Directors or an Officer (who is not a Director) and a Director.

Section 5.8. Collection of Assessments; Enforcement of the Lien.

(a) Late Assessments. If any payment of a Regular, Reserve, Special (installment or lump sum), or Special Individual Assessment assessed to any Owner is not received by the Association or its designated agent within fifteen (15) days after the same becomes due, such payment will be late and the amount thereof may, at the Board's election, bear interest at the maximum rate allowed by law beginning from the due date until the same is paid, and be subject to a late charge approved by the Board for any late Assessments, such late charge to be applied for each thirty (30) day period any assessment remains unpaid.

(b) Effect of Nonpayment of Assessments.

(i) Remedies Available to the Association to Collect Assessments. In the event of default in payment of any Assessment, the Association may commence any procedure for collection. In addition to any other remedies herein or by law provided, the Association may enforce each such obligation by doing both or either of the following: initiating a legal action, assessing any and all late charges, fees, interest, liens and loss of access to common elements against the Owner personally obligated to pay the late Assessment and/or foreclosing the Lien against the subject Unit (or accepting a deed in lieu of foreclosure). The Association may perform judicial or nonjudicial foreclosure.

(ii) Nonjudicial Foreclosure. Each of the Owners, by acceptance of a deed to a Unit, gives the Association the power to appoint a trustee and attorney-in-fact by special power of attorney to enforce and to foreclose the Lien by private power of sale, and/or in accordance with NRS 116.3116, et seq., or superseding statutes, and further grants to the Association the authority and power to sell the subject Unit of such defaulting Owner, or any part thereof to satisfy the Lien, for lawful money of the United States to the highest bidder. The Association may assign its right and obligation as trustee in any nonjudicial 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 may employ the services of a title insurance company or other responsible company authorized to serve as a trustee in nonjudicial foreclosure proceedings to act as an agent on behalf of the Association in commencing and prosecuting any nonjudicial foreclosure hereunder. So long as the law so provides, the Association may not foreclose a Lien based on a fine for violation of the Governing Documents unless the violation threatens the health, safety, or welfare of the Residents of the Property.

In the event of a nonjudicial foreclosure, whether completed or not, the Association shall recover all foreclosure expenses, attorney's fees, costs, expenses, interest or charges, of any kind and whatsoever nature.

(iii) Judicial Foreclosure. In the event that foreclosure is by action in court, reasonable costs, including attorneys' fees, will be allowed to the Association.

(iv) Actions for Money Judgment. In the event of a default in payment of any Assessment, or any other amount owing, 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, or any other amount owing and attorneys' fees without foreclosure or waiver of Assessments.

Section 5.9. Transfer of Unit 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 Unit.

(a) Except as provided in subsection (b), below, the sale or transfer of any Unit will not affect the requirement and obligation with respect to the Unit of the payment of

Assessments before the sale or transfer, and the Association can continue to foreclose the Lien in spite of the change in ownership.

(b) A holder of a prior encumbrance is responsible to pay Assessments, late charges, fines, transfer fees, interest, and costs of collection incurred before the sale or transfer of a Unit under a foreclosure or deed-in-lieu of foreclosure as limited by NRS 116.

(c) No sale or transfer of a Unit as the result of foreclosure, exercise of a power of sale, or otherwise, will relieve the new Owner of that Unit (whether it be the former beneficiary of the First Mortgage or other prior encumbrance, or a third party acquiring an interest in the Unit) from liability for any assessments thereafter becoming due or that became due prior to foreclosure and in the maximum amount allowed by law, whether it be six, nine or some other period of months allowed by law.

(d) No sale or transfer of a Unit 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 previous Owner of the Unit personally to collect the delinquent assessments, late charges, fines, interest, and associated costs of collection incurred by that prior Owner prior to the sale or transfer.

Section 5.10. Priorities. Assessments are prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recordation of this Declaration and liens and encumbrances which the Association creates, assumes or takes subject to; (b) a first security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, except that Assessments, late charges, collection costs, fines, any assessments made, attorneys' fees and costs, are prior to all such first security interests to the extent of the amount of Assessments which would have become due in the absence of acceleration in the maximum amount as allowed by law or the extent provide by NRS 116; and (c) liens for real estate taxes and other governmental assessments or charges against the Unit. This section does not affect the priority of mechanics' or material men's liens, or the priority of other Assessments made by the Association.

Section 5.11. Estoppel Certificate. A certificate executed by the Association setting forth the amount of any due and unpaid assessments with respect to a Unit (or the fact that all Assessments due are paid, if such is the case) will be conclusive against 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) business days after written demand therefore and upon payment of a reasonable fee.

Section 5.12. Unallocated Taxes. In the event that any taxes are assessed against the Common Elements, or the personal property of the Association rather than being assessed to the Units, such taxes shall be included in the Regular Assessments imposed pursuant to Section 5.2 and, if necessary, a Special Assessment may be levied against the Units in an amount equal to such taxes to be paid in two installments, thirty (30) days prior to the due date of each tax installment.

Section 5.13. 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 Unit owned by the Owner, now existing or hereafter made for the purpose of collecting all Assessments and other charges due the Association pursuant to this Declaration which are in default.

Section 5.14. Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, to the extent of the Lien, the benefit of any homestead or exemption law of Nevada in effect at the time any Assessment or installment thereof becomes delinquent.

ARTICLE 6: MAINTENANCE RESPONSIBILITIES.

The Property must be maintained in an attractive, safe, and sanitary condition and in a good state of repair.

Section 6.1. Association Maintenance Responsibility.

(a) **Common Elements.** Except as is provided herein, the Association is solely responsible for maintenance, repair, and replacement within the Common Elements, Common Facilities, foundations, roofs, siding, improvements, sidewalks, landscaping, parking spaces, parking areas, parking garages, storage containers, shelves, bins, streets, the lounge, spa, BBQ areas, walkways, fences, chimney chase, flue or chimney components, auto detailing space, electric car chargers, and utility facilities (excluding those utility facilities maintained by utility companies or agencies).

The Association is not responsible to maintain, repair, or replace the window frames, or components, including sliding doors, glass portions of windows or exterior doors appurtenant to Units. The Owner shall be responsible for any additional expense associated with any glass that constitutes an Improvement. The Association is not responsible to maintain Limited Common Elements. Unit Owners shall maintain and repair Limited Common Elements associated with their Unit including snow removal.

Only the Association may construct, reconstruct, refinish, alter or maintain any Improvement upon, or which will create any excavation or fill or change the natural or existing drainage of any portion of the Common Elements. No person may remove any vegetation from, or plant any vegetation upon the Common Elements, without the Association's express written approval.

(b) **Streets.** All streets located on the Property are private and maintenance thereof is the sole responsibility of the Association. Washoe County will not assume responsibility for maintenance of the Association's private street systems, or any portion thereof, or accept the streets, or any portion thereof, for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of the offer of dedication. Acceptance

of offers of dedication is within the sole discretion of Washoe County pursuant to law and nothing herein should be construed to warrant or assure the acceptance of any future dedications.

(c) **Improvements and Units.** The Association may, when necessary, enter any Unit to perform the Association's obligations under this Declaration, including making necessary repairs that an Owner has failed to perform and/or perform work because a Unit or any part thereof has become a nuisance, fire or safety hazard and then recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner. The Association shall have the obligation to maintain and repair the Property's Improvements, except for the Units.

Section 6.2. Owner Maintenance Responsibilities.

(a) **Common Elements.** Owners are solely responsible and liable for the Costs incurred in order to repair or replace any portion of the Common Elements that is due to or caused by the willful or negligent act/omission of an Owner, unless such repair or replacement is covered by insurance carried by the Association. If the repair or replacement is covered by insurance carried by the Association, then the Association is only responsible to the extent of such insurance coverage, and the Owner whose willful or negligent act or omission caused the repair or replacement is responsible to pay the insurance deductible and the amount in excess of insurance coverage.

Owners are responsible to maintain, repair, and replace the components which are within the interior of their Units or crawl space and specifically including, but not limited to, furnaces, duct work, air conditioning fan units, HVAC control systems, water heaters, hot tubs, bath tubs, toilets, sinks, interior doors, windows, or other Improvements to their Units.

Owners are responsible for maintenance or repair of any Improvements made to their Unit.

Each Owner will be responsible to maintain in good repair the chimney components within the interior of the Unit, such as the fireplace, fireplace screen, etc. The Unit Owner is also obligated to periodically (in such time periods as determined by the Board) maintain and clean the chimney/flue servicing the Owner's Unit. The Owner shall advise the Association maintenance of the Unit's chimney/flue has been completed or that in the professional opinion of a chimney cleaning company that such maintenance is unnecessary (e.g., that the owner has converted a wood burning fireplace to gas). If the Owner does not certify such maintenance has been completed or is unnecessary, the Association may effect such cleaning or maintenance, the expense of which shall be assessed to the Unit Owner. The Board shall establish policies and procedures to implement the maintenance responsibilities set forth herein.

Owners are responsible to maintain, repair, and replace any air conditioning component, hot tub, or other improvement, including pads and mounts, which are installed on the exterior of the buildings.

Owners are responsible to keep in a clean and neat condition the parking spaces, front entry ways, decks, porches and areas under the decks, which are appurtenant to their Unit.

(b) **Units.** Each Owner will be responsible for any and all maintenance, repair and replacement of the Owner's Unit in every respect, excluding those utility facilities maintained by utility companies or agencies. During periods when a danger of freezing exists, Owners must maintain a temperature in the Units to preclude freezing and breakage of water lines.

(c) **Personal Property.** The duty to maintain, repair, or replace personal property and components and fixtures within Units that is due to and/or results from water infiltration and/or water leaks from any pipes, drains, conduits, appliances and/or equipment; and/or from outside any Unit or any part of a building; and/or any other place or cause, will be borne by the owner of said personal property, components, and fixtures. Persons bound by this Declaration agree to bear the risk of any such loss and that the Association will not be liable to reimburse them for property damage unless such damage is caused by an act of the Association.

(d) **Improvements or other additions.** The duty to maintain, repair, or replace and keep in good working order any upgrades or Improvements made by an Owner will be borne by the Owner. If such elements are damaged through no fault of the Owner and the Association is responsible to maintain and repair such element, the Association shall replace the damaged element. The Owner shall be responsible for any additional expense associated with an upgrade or Improvement at the time of repair.

Section 6.3 Recovery of Costs of Certain Repairs and Maintenance.

(a) In the event that the need for maintenance or repair, which would otherwise be the Association's responsibility hereunder, is caused through the willful or negligent acts or omissions of an Owner and is not covered or paid for by 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.

(b) In the event that an Owner fails to perform maintenance functions for which Owner is responsible, the Association may give written notice to the offending Owner with a request to correct the failure within thirty (30) days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance within the allotted time, the Association may exercise its rights to enter the Owner's Unit and perform the repair or maintenance so long as the Owner has been given notice and the opportunity for a hearing in accordance herewith.

Section 6.4. Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the maintenance obligations hereunder, individual Owners and the Association will cooperate in the performance of maintenance work.

Section 6.5. Capital Improvements.

(a) **Petition; Association Approval; Owner Approval.** One-third (1/3) of the Owners may from time to time, in writing, petition the Association for the construction, installation or acquisition of Capital Improvements on or to the Common Elements. Such petition will be in such form and will 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 motion will be treated as if it were a petition duly submitted by the Owners.

(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 Elements and/or the Units, is economically feasible, is in conformance with applicable zoning, and has received all governmental required approvals.

(c) **Bids.** Upon the approval of such petition by the Association, the Association will obtain firm bids on the total cost of constructing, installing, or acquiring the proposed Capital Improvement, and the most reasonable and best value 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 Improvements are expected to exceed 6% of the annual Regular Assessments for that fiscal year, the Association prior to incurring the expense will present the proposed Capital Improvements and the estimated total cost thereof to all Owners for approval by a majority vote of the Owners. Upon approval by the Owners, a Special Assessment for Capital Improvement will be levied.

(e) **Construction.** After the levy of the Special Assessment for Capital Improvement, 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, or acquire, or contract for the construction, installation or acquisition of the proposed Capital Improvement.

(f) **Expenses for Property Not Approved.** If for any reason the construction or acquisition of the proposed Capital Improvement is not approved by the Association, or the Owners, if required, 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 project was initiated by the Board, such expenses will be paid by the Association.

ARTICLE 7: EASEMENTS & RESERVATIONS.

Section 7.1. Encroachment Easements. If any portion of the Common Elements encroaches on any Unit, regardless of the cause, a valid easement exists for such encroachment

and for the maintenance of it as long as it remains, and all Units and the Common Elements are made subject to such easements. If the dimensions or location of a Unit or other improvement differs from that shown and depicted on the Map, the actual dimensions and location will prevail over that shown and depicted on the Map for any and all purposes.

A valid easement for encroachment will never be created in favor of an Owner if the encroachment occurred due to the willful or negligent conduct of the Owner.

Section 7.2. Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing, operating and maintaining all utilities, including but not limited to water, sewer, storm water drains and pipes, sprinkling systems, heating and gas lines or pipes, gas, telephones, drainage, electricity, cable television systems, communication facilities and similar public or quasi-public improvements or facilities.

By virtue of this easement, it will be expressly permissible for a providing utility company and/or service provider, to erect and maintain the necessary equipment and underground facilities on the Common Elements. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated except as initially designed and approved by the Association, whereby the Association's approval may not be unreasonably withheld. The easements provided for in this section will in no way affect any other recorded easement on the Property.

Section 7.3. Maintenance Easements. An easement is hereby granted to the Association, its officers, agents, employees, and to any management company or contractor selected by the Association to enter in or to cross over the Common Elements, and any Unit, to perform the duties of maintenance and repair of the Units, Common Elements and/or Common Facilities provided that any entry by any Member, the Association or its agents into any Unit may only be undertaken in strict compliance herewith.

Section 7.4. Other Easements. Each Unit and its Owner, and the Association as to the Common Elements, are hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Property and each Unit and Common Elements as shown on the Map, including but not limited to driveways now or hereafter located upon the Common Elements for ingress, egress and utility purposes.

Section 7.5. Special Declarant's Rights. Declarant hereby reserves the following development and special rights pursuant to NRS 116.039 and 116.089 to:

- (a) Add real estate to the Property;
- (b) Create Units, Common Elements, or Limited Common Elements within the Property;
- (c) Subdivide Units or convert Units into Common Area, except as otherwise prohibited herein;

- (d) Withdraw real estate from the Property;
- (e) Complete improvements indicated on the Map and/or in this Declaration;
- (f) Exercise any development right under the Master Plan governing the Property;
- (g) Maintain sales offices, management offices, signs advertising the Property, and models;
- (h) Grant and use easements through the Common Area and/or Common Area Open Space for the purpose of making improvements within the Property or within the real estate which may be added to the Property or in favor of real estate adjacent to the Property owned or controlled by the principals of Declarant;
- (i) Make the Property and the Association subject to a master association;
- (j) Merge or consolidate the Property and the Association with another common-interest community of the same form of ownership; and
- (k) Appoint or remove any officer of the Association or any master association or any member of an executive board during any period of Declarant's control.

Section 7.6. Common Area Open Space Merger and Resubdivision Parcel Map. In accordance with the power granted to Declarant in Section 7.5(d), above, Declarant may withdraw Common Area Open Space from the Property by recording a Common Area Open Space Merger and Resubdivision Parcel Map, which is subject to approval by Washoe County, or by other such methods as prescribed by Washoe County in order to effect the withdrawal of Common Area Open Space, which shall result in the Property consisting of a single parcel at least 1.25 acres in size, generally as shown on Exhibit "C", and the legal description for which shall be provided in the recorded Common Area Open Space Merger and Resubdivision Parcel Map, or by any other method required by Washoe County. The common area shall not be further subdivided or developed with a primary use without TRPA's prior review and approval, and the common area does not contain a development right as that phrase is defined by TRPA.

ARTICLE 8: DESIGN REVIEW.

Section 8.1. Improvements Generally & Approval by Board. No Improvement of any kind may be commenced, erected or maintained within the Property, nor may any addition to or change or alteration be made in or to the exterior of any Unit or which would affect the structural integrity of any Unit, or which would affect the common utility services or installations until plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same will have been submitted to and approved in writing by the Board as to quality of workmanship and materials,

harmony of external design and location in relation to surrounding structures, setback lines, topography, finish grade elevations, etc.

Section 8.2. Appointment of Design Committee. If created by the Board, the Design Committee will consist of not less than three (3) Members of the Association, of which at least one member must be a Director and serve as chairman. All members of the Design Committee must be Owners.

The Design Committee, if created, will submit a copy of its findings and determinations to the Board. Upon its own initiative or upon the written request of the Design Committee or any Association Member, the Board shall review (and affirm, deny or alter) any decision of the Design Committee, provided that any such request be presented to the Board within ninety (90) days after submission of the Design Committee's findings and determinations to the Board.

If at any time there is not an Design Committee, the Board will exercise the functions of Design Committee in accordance with the terms of this Article.

Section 8.3. Design Review Duties of Board. It will be the duty of the Board to consider and act upon the proposals and plans submitted to it pursuant to this Declaration subsequent to review and recommendation of the Design Committee, and to adopt Design Standards.

Section 8.4. Design Standards. The Board may from time to time adopt, amend and repeal rules and regulations to be known as Design Standards. The Design Standards may interpret and implement the provisions of this Declaration by setting forth the standards and procedures for the review and approval of proposed Improvements and guidelines for Design design, placement of any work of improvement or color schemes, exterior finishes and materials and similar features which are recommended for use within the Property, provided that the Design Standards will not be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Design Standards and this Declaration, the Declaration will prevail. These Design Standards may include such interpretations and implementations as the Board may adopt or develop through its actions, approvals or conditions over time so long as the membership is routinely informed within thirty (30) days of adoption of new Standards, publication of the revised rules, through the Associations' website, or as part of the minutes relating to any approval where the revised Standards are set forth.

The Board may adapt and amend these Standards as necessary or appropriate in the opinion of the Board and publish them to the membership as set forth above.

Section 8.5. Submission of Plans: Action by Design Committee and/or Board. Written proposals including applications, plans, specifications, warranties and other required promises or commitments, and such information and documentation, as the Board or Design Standards may require, for all proposed Improvements must be in writing and be delivered to the Association at least thirty (30) days prior to the next meeting of the Board, unless this requirement is specially waived by the Chairman of the Design Committee (or in this Chairman's absence, by the Chairman of the Board) and a later date is set before the Board meeting sufficient

to allow review and processing of the application. These proposals will be submitted to the Design Committee for its review, analysis, recommendation and conditions or requirements prior to submission to the Board. Approval by the Board can contain conditions or requests for modification of particular aspects of the Owner's plan and specifications.

All approvals and rejections of requests must be in writing.

Section 8.6. Basis for Approval of Improvements. When a proposed Improvement is submitted to the Board for review subsequent to the submission to the Design Committee, the Board will grant the requested approval only if the Board, in its sole discretion, finds that all of the following provisions have been satisfied:

- (a) The Owner has complied with those provisions of the Design Standards, if any, pertaining to the content, and procedures for submittal, of plans and specifications;
- (b) The Owner's plans and specifications: (j) conform to this Declaration and to the Design Standards if any, in effect at the time such plans are submitted to the Board; and (ii) will not interfere with the reasonable enjoyment of any other Owner of their property; and
- (c) The proposed Improvement(s), if approved, will be performed by licensed contractors and otherwise be consistent with the Design and aesthetic standards prevailing within the Property, in harmony with the external structures and/or landscaping within the Property and are consistent with the overall plan and scheme of Property and the purposes of this Declaration.

The Board may determine that a proposed Improvement or component thereof is unacceptable when proposed on a particular Unit, even if the same or a similar improvement or component has previously been approved for use at another location within the Property if factors such as drainage, topography or visibility from roads, Common Elements or other Units or prior adverse experience with the product or components used in construction of the Improvement, design of the Improvement or its use at other locations within the Property mitigate against erection of the improvement or use of a particular component thereof on the Unit involved in the Owner's submittal.

It is expressly agreed that the Board will be entitled to make subjective judgments and to consider the aesthetics of a proposal when considering an Owner's request so long as the Board acts reasonably and in good faith.

In approving a request for construction of an Improvement, the Board may condition approval upon the adoption of modifications in the plans and specifications or observance of restrictions as to location, noise abatement, color or materials modifications or similar mitigating conditions.

If rejected or denied, the Owner may modify the proposed Improvement and resubmit it to the Design Committee and Board for additional review and possible approval.

Section 8.7. Non-Waiver. The approval by the Board of any plans, drawings or

specifications for any work done or proposed or for any other matter requiring the approval of the Board under this Declaration, may not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval or impose different conditions upon other approvals. No rights are given other than those expressly set forth herein.

Section 8.8. Meetings. The Board will meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Board will constitute the action of the Board. The Board will keep and maintain a written record of all actions taken.

Section 8.9. Variances. As authorized in Section 3.9, above, the Board may, but is not required to, allow reasonable variances with respect to this Article or any restrictions specified herein in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided that the following conditions are met:

(a) If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise apply under this Declaration, the Board must conduct a hearing on the proposed variance after giving at least forty-five (45) days prior written notice to all Owners of Units as determined by the Design Committee. The Owners receiving notice of the proposed variance will have thirty (30) days in which to submit to the Board written comments or objections with respect to the variance. No decision will be made with respect to the proposed variance until the thirty (30) day comment period has expired.

(b) The Board must make a good faith determination that: (i) the requested variance does not constitute a substantial deviation from the overall plan and scheme of Property within the Property or from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; (ii) the variance relates to a requirement hereunder that is unnecessary or burdensome under the circumstances; or (iii) the variance, if granted, will not detrimentally effect, or create an unreasonable nuisance, with respect to any other Unit, Common Elements or Owner within the Property.

(c) If the conditions justifying the variance cease to exist, the Owner will remove or modify the Improvement as the Board may direct to comply with the Design Standards at the time of the application, or if approved, any subsequent Design Standards.

Section 8.10. Compliance with Governmental Requirements. The application to the Association and the review and approval of any proposal, plans or other submittals will in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements. The Owner bears sole responsibility for obtaining all necessary governmental permits/authorizations and/or complying with all governmental requirements including specifically applicable building codes. Each Unit's exterior lighting shall comply with the exterior lighting standards as applicable in TRPA Code of Ordinances Subsection 36.8 and any proposal from an Owner to alter the exterior lighting of his/her Unit shall be subject thereto.

Section 8.11. Commencement. Upon receipt of approval pursuant to this Article, the Owner must, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction pursuant to the approval. Commencement must occur within one hundred twenty (120) days from the date of the approval or, if the activities required for such construction are restricted by governmental requirements, at the beginning of the next period allowing such construction.

If the Owner fails to comply with this section, any approval previously given will be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of the one hundred twenty (120) day period, extends the time for the commencement.

No extension will be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

Section 8.12. Completion. The Owner will complete the construction, reconstruction, refinishing or alteration of any such Improvement within eighteen (18) months after commencing construction thereof, except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If an Owner fails to comply with this Section the Board will proceed in accordance with the provisions below, as though the failure to complete the Improvements was a non-compliance with approved plans. In any event, the Owner will finish the construction as soon as reasonably possible after its commencement.

Section 8.13. Inspection. Inspection of work and correction of defects therein will proceed as follows:

(a) Upon the completion of any construction of an Improvement, the Owner must deliver written notice thereof to the Association not later than thirty (30) days.

(b) Within ninety (90) days thereafter, the Board, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans. If the Association finds that such construction was not done in substantial compliance with the approved plans, it will notify the Owner in writing of such non-compliance within such ninety (90) day period, specifying the particulars of noncompliance and will require the Owner to remedy such noncompliance. There is no liability on the Association if such inspection failed to reveal any defect later discovered. This inspection is not for the Owner's benefit and no Owner or other party may rely in whole or in part on the inspection.

(c) If the Owner fails to remedy such noncompliance upon the expiration of thirty (30) days from the date of such notification or such other reasonable time as the Association may set, upon application of the Owners, the Board will then set a date on which a hearing before the Board will be held regarding the alleged noncompliance.

The hearing date will be not more than sixty (60) nor less than fifteen (15) days after the Board determines the existence of the noncompliance. Notice of the hearing date will be given to the Owner and, in the discretion of the Board, to any other interested party at least ten (10) days in advance of the hearing.

(d) At the hearing, the Owner and, in The Board's discretion, any other interested person, may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board will determine whether there is a noncompliance, and, if so, the nature thereof.

If noncompliance exists, the Board may require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance. All expenses incurred in connection therewith will be assessed against the Owner as a Special Individual Assessment.

(e) If the Board fails to notify an Owner of any noncompliance within ninety (90) days after receipt of the notice of completion, the Improvement will be deemed to be in accordance with approved plans.

Section 8.14. Enforcement. If it comes to the attention of the Association that a work of Improvement is proceeding without proper approval and/or in noncompliance with approved plans (and without the Owner notifying the Board of completion), the Association will be entitled to exercise enforcement remedies including, without limitation, ordering an immediate cessation and abatement of all aspects of the work of Improvement until such time as proper Board review and approval is obtained.

Section 8.15. Liability. Neither the Board nor any Member thereof will be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) any inspection of the performance of any work; and/or (d) the Property of any property within the Property; whether or not the facts therein are correct; provided, however, that the Board or such member has acted in good faith on the basis of such information as may be possessed by it or them. Without in any way limiting the generality of the foregoing, the Board, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Board.

ARTICLE 9: INSURANCE.

Section 9.1. Types of Insurance Coverage. Subject to such insurance coverage being “reasonably available,” the Association shall purchase, obtain, and maintain, with the premiums therefore being paid out of Association funds, the following types of insurance for the benefit of the Association with the coverage’s described below. Insurance is deemed to not be reasonably available if: (1) such insurance is not available from a reputable insurance company; or (2) if such insurance is available only at an unreasonable cost. If the Association determines that any coverage will not be maintained because it is not reasonably available, there is no requirement to secure such coverage and there shall be no liability imposed on the Association or its Board of Directors for failure to obtain any required coverage or for any loss or damage resulting from such failure.

(a) Fire and Casualty Insurance. Subject to the above, the Association shall obtain and maintain a master or blanket policy of fire and casualty insurance, written on an all peril, replacement cost basis on all real property and improvements within the Property which, under Article 6 of this Declaration, are the responsibility of the Association to maintain, repair and/or replace.

The insurance must be kept in full force and effect and the full replacement value, if applicable, of the insured property must be redetermined on an annual basis. The Association shall not be responsible for obtaining any insurance to cover Improvements or betterments installed by the Owners in their Units. 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 section must 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 projects similar in construction, location and use, including all perils normally covered by the standard “all risk” endorsement; (7) demolition and foundation cost coverage; and (8) a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction, if available.

The policies will name as insured the Association, all Owners and all Mortgagees as their respective interests may appear.

(b) Public Liability & Property Damage Insurance. The Association shall obtain and maintain a policy of comprehensive public liability and property damage insurance naming as parties insured the Association, each Director, any manager, the Owners and Residents of Units, 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 Elements and any other Association owned or maintained real or personal property 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 will not be less than one million dollars (\$1,000,000.00) for claims for death, personal injury and property damage arising out of a single occurrence. The insurance must include coverage against water damage liability, liability for non-owned and hired vehicles, liability for property of others, and any other liability

customarily covered with respect to similar properties unless not reasonably or commercially available or not offered at a reasonable cost in relation to the desired coverage, limits or exceptions. The Board may decide whether additional coverages or higher limits may be required, whether the insurance is reasonable as to cost or availability, appropriate limitations or ranges of deductibles.

(c) **Directors & Officers Insurance.** The Association shall obtain and maintain a policy of directors' and officers' errors & omissions insurance naming the Association's directors and officers as insured parties. The limits of such insurance will not be less than one million dollars (\$1,000,000.00). Directors' and officers' errors & omissions insurance must insure against claims arising out of or based upon negligent acts, errors, omissions, or alleged breaches of duty of any Director or officer, whether elected or appointed, while acting in its capacity as such.

(d) **Employee Practices Coverage.** If the Association has employees, the Association shall obtain and maintain a policy of employee practices insurance.

(e) **Personal Property Insurance.** The Association shall obtain and maintain such insurance on personal property owned by the Association as the Board deems appropriate.

(f) **Earthquake Insurance.** To the extent such insurance is available and at a reasonable premium as determined by the Board, the Association shall obtain and maintain a policy of earthquake insurance in such amounts and terms, including but not limited to deductibles, as the Association determines in its sole discretion.

(g) **Fidelity Bonds.** The Association shall obtain and maintain fidelity or theft bonds for such employees, agents, independent contractors, directors, or other persons who either handle, control or are responsible for, funds held or administered by the Association, whether or not such persons receive compensation for their services. The bond must name the Association as an obligee, and shall be in an amount at least equal to the sum of the following: (i) the maximum amount of funds that will at any one time, be in the custody of the Association and the persons and entities covered by the bond, (ii) an amount equal to three (3) months' Regular Assessments on all Units, and (iii) the amount of the Association's reserve fund. Such bond shall include a provision requiring at least ten (10) days' written notice before the bond can be cancelled or modified for any reason, which notice shall be given to the Association and each servicer which services a Mortgage owned by the Federal National Mortgage Association. In addition, a manager of the Association who is not an employee must obtain a fidelity or theft bond in an amount at least equal to the maximum amount of Association funds which will be in the manager's control at any one time.

(h) **Flood Insurance.** To the extent such insurance is available and at a reasonable premium as determined by the Board, the Association shall obtain and maintain a policy of flood insurance in such amounts and terms as the Association determines in its sole discretion.

Section 9.2. Owners Right to Copies of Policies & 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 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 & Right to Obtain Copies of Policies. A First Mortgagee for a Unit may supply the Association with its minimum insurance requirements. If the Association's insurance policies do not currently meet the minimum requirements of those First Mortgagees who have provided minimum requirements to the Association, the First Mortgagees can request that the Association increase its coverage to match those minimum insurance requirements. The requesting First Mortgagees must pay any increase in the Association's insurance premiums due to the request. All First Mortgagees for any Unit in the Property have the right, upon written request, to obtain copies of current insurance policies and/or satisfactory evidence of the Association's payment of premiums, for which a reasonable fee may be charged.

Section 9.4. Coverage Not Available. If any insurance policy, or any endorsement thereof required by this Section is for any reason not available, then the Association will obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described above. The Board will notify the Owners of any material adverse changes in the Association's insurance coverage.

Section 9.5. Individual Fire & Casualty insurance. The Association shall not be held responsible for insuring those portions of the Property which are not included within the portions of the Property that the Association is responsible to maintain, repair and/or replace pursuant to this Declaration. Notwithstanding anything contained in the Governing Documents to the contrary, Owners shall be responsible for obtaining the following insurance: their own personal liability insurance; insurance on the personal property contents of their Unit; insurance for those portions of the Property which are the responsibility of the Owners to maintain, repair, and/or replace; insurance on the following types of property contained within a Unit, regardless of ownership: fixtures, improvements, and alterations that are part of the building or structure, and appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping, upgraded windows and upgraded doors.

Except as provided in this section, no Owner may separately insure any portion of the Property which is covered by insurance maintained by the Association. In all cases, the Owner's insurer shall have the primary responsibility for any loss or claim before the Association's insurance coverage takes effect. An Owner who violates this section shall be liable to the Association for any diminution in insurance proceeds otherwise payable to the Association, and the Association shall levy a Special Individual Assessment against such Owner in the amount of such diminution.

Section 9.6. 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 by the

Association pursuant hereto. 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 9.7. Distribution to Mortgagees. Any Mortgagee has the option to apply insurance proceeds payable on account of a Unit in reduction of the obligation secured by the Mortgage of such Mortgagee.

Section 9.8. Owner's Insurance. Except as set forth in this Article, an Owner may carry whatever additional insurance with respect to their Unit that they desire.

Section 9.9. Deductibles/Costs in Excess of Insurance Proceeds.

(a) An Owner responsible for causing an insurable loss as defined herein will be obligated to contribute the Owner's proportional share of the insurance deductible, and/or costs in excess of insurance proceeds if any, corresponding to the insurance covering the loss. The proportional share (as determined by the Board) of each Owner responsible for causing the insurable loss under this subsection 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.

(b) With respect to losses other than as set forth in Subsection (a), all Owners shall be obligated to contribute their proportionate share of the insurance deductible or costs in excess of insurance proceeds whether or not that Owner's Unit suffered damage.

(c) If, within thirty (30) days of notice by the Association to an Owner regarding that Owner's proportionate share any Owner fails or refuses to pay his proportionate share, the Association may, levy a Special Individual Assessment against the Unit of such Owner which may be enforced in any manner provided in this Declaration.

(d) Within fifteen (15) days of the date that the notice to the Owner of his share of the liability is mailed, any Owner may contest the amount of the Owner's proportionate liability under subsection (a) or (b) hereof by submitting to the Association written objections supported by cost estimates or other information that the Owner deems to be material. Upon receipt of said written objections, the Board will set a hearing date on the matter to be held within thirty (30) days. Following such hearing, the Board will give written notice of its decision to all affected Owners, including any recommendation that adjustments be made with respect to the liability of any Owner(s). The Board's decision will be final and binding.

ARTICLE 10: DAMAGE OR DESTRUCTION.

Section 10.1. General Provisions. In the event of damage by fire or other casualty, the Association will have exclusive authority to negotiate losses/insurance proceeds or settlement of any matter insured by the Association.

(a) **Allocation.** If more than a single Unit is damaged/destroyed, the insurance proceeds received will be fairly allocated between and among the damage or destruction to the Unit(s) and/or the Common Elements. Any shortfall or deficiency in insurance proceeds will be allocated to all 18 Units, and assessments charged to all Owners/Units where each Unit pays pro rata share as allocated for annual Assessments the same as any other generally assessed.

(b) **Repair, Reconstruction and Notice.** If repair and reconstruction is to take place, 1) The Board will have the authority to enter into a written contract with contractor(s) for the repair and reconstruction and, on behalf of the Association and its Members, will enter into a construction contract for any work required; 2) all, or any such portion of the insurance proceeds, as are necessary will be expended to rebuild or repair in accordance with conditions prior to the event of damage or destruction, or as the Association, the Owner(s) and Mortgagee(s) may elect to alter the same in accordance with their respective rights; 3) the Board will be required to execute, acknowledge and record in the office of the County Recorder, not later than one hundred and twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild or not to rebuild as provided in NRS 116.31135 or any superseding statute. It will be the obligation of the Board to take all steps necessary to assure the commencement and the completion of authorized repairs and reconstruction occur at the earliest possible date.

(c) **Emergency Assessment.** If the Association's insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board will obtain the additional proceeds required to complete the work in the following manner and as provided herein: Additional sums required to repair or rebuild the Common Elements will be obtained by Special Assessment levied against all Units without vote of the members and as assessed by the Board, unless the proceeds are insufficient due to an Owner's willful or negligent act or omission, in which case the additional sums required may be assessed against that Owner as a Special Individual Assessment.

Within fifteen (15) days from the date of the mailing of the notice to The Owner of their share of the liability, any Owner can dispute the amount of their proportionate liability under this Section 10.1 by submitting to the Board written objections supported by cost estimates or other information that the Owner deems to be material. Upon receipt of an Owner's written objections, the Board will schedule a hearing. The Owner may be represented by counsel at this hearing. Following such hearing, the Board will give written notice of its decision to all affected Owners, including any recommendation that adjustments be made with respect to the liability of any Owners. The decision of the Board will be final and binding on all Owners.

(d) **Advancement of Special Assessment.** If any Member fails to pay, within thirty (30) days of the levy, the Special Assessment levied against that Member's Unit, the Board may advance (without relieving the Member(s) or the Members' Unit(s) from liability therefore) an amount equal to the unpaid assessments.

(e) **Procedures if Rebuilding Not Approved by Members.** If, in accordance with the procedures set forth herein, below, the Members determine not to rebuild the damaged or destroyed portions of the Property, the Board will, within twenty (20) days, or as soon as practicable, after the Members determined not to rebuild, propose such alternative reconstruction of the damaged or destroyed portions of the Property at a lesser cost as the Board deems reasonable or adequate. The Board's proposal will be placed before the Members and voted upon in accordance with the appropriate method set forth.

If Members are unable to approve any of the reconstruction proposals and at least one hundred and twenty-five (125) days have elapsed since the casualty event occurred, the Association will have the power (with the consent of eighty percent (80%) of all Owners, including one hundred percent (100%) of every Owner of a Unit or assigned Limited Common Element that will not be rebuilt), to purchase all Unit(s) rendered uninhabitable by the casualty event (as conclusively determined by the Board) at value of such Unit(s) immediately prior to the casualty event less the amount of any Special Assessment assessed against the Unit(s) needed to fund the purchase. The Association's purchase will be funded from the insurance proceeds and if necessary, from a Special Assessment pursuant to subsection (e), above. Payments will be made proportionately to the Owners, as their respective interests may appear. Each Owner agrees, by accepting the deed to the Owner's Unit, to be bound by these provisions and to convey the Owner's Unit to the Association by grant deed as may be required herein. After such payment, the recipient(s) will no longer be deemed Owners/Members and the Map may be redrawn, as necessary, to adjust the undivided ownership interests.

All Units that were not rendered uninhabitable must be repaired to a condition as near as possible to their condition immediately prior to the casualty that caused the damage. Such repair and restoration will be paid for in the following order: any remaining insurance proceeds and, then, a Special Assessment levied equally against all remaining Owners if insurance proceeds equal or exceed 70% of the cost to rebuild, or as determined by the Board of Directors and approved by a majority vote of the affected Owners if the insurance proceeds are less than 70% of the cost to rebuild.

Section 10.2. Minor Deficiency in Insurance Proceeds. If the available proceeds of the insurance maintained pursuant to Article 9 are sufficient to cover not less than seventy percent (70%) of the costs of repair and reconstruction, the Improvements will be promptly rebuilt unless, within ninety (90) days from the date of destruction, eighty percent (80%) of the total voting power and every Owner of a Unit that will not be rebuilt determine, in accordance with the procedures set forth herein, below, that such repair and reconstruction will not take place. If repair and reconstruction is to take place, the Board will be required to execute, acknowledge and record in the office of the County Recorder, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild.

Section 10.3 Major Deficiency in Insurance Proceeds. If the above section is not applicable, then:

(a) **Insurance Proceeds.** As diligently as possible, the Association will determine the total amount of insurance proceeds which will be available for repair and rebuilding.

(b) **Contract Award.** Unless the Members vote as provided hereinabove that the repair and reconstruction will not take place, the Board must award the repair and reconstruction work to the most reasonable and best value, not necessarily the lowest bidder, or to such other bidder that the Board determines is more favorable.

Section 10.4. Emergency Repairs. Without waiting to obtain insurance settlements or bids, the Board may undertake such emergency repair work after a casualty as the Board may deem necessary or desirable under the circumstances, and the Board may charge the maintenance fund for the costs thereof where such repairs are done prior to settlement of insurance claims.

Section 10.5. Termination of Partition Waiver. The prohibition against judicial partition of the Property will terminate upon the recordation of a certificate not to rebuild as described and required hereinabove. Upon final judgment of a court of competent jurisdiction decreeing a partition, the proceeds or property resulting from the partition will be distributed to and among the respective Owners and their Mortgagees, as their interests appear, as follows: The Board will select an independent appraiser who will determine the relative fair market values of the Units. The proceeds or property will then be apportioned among the Owners, and their respective Mortgagees, according to such relative values. Such relative values will be determined as of a date immediately prior to any sale, taking or destruction of the Property. The covenants, conditions and restrictions of the Declaration will then terminate.

ARTICLE 11: CONDEMNATION.

Section 11.1. Sale by Unanimous Consent or Taking. If an action for condemnation of all or a portion of the Property is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Owners, the Property, or a portion thereof may be sold and conveyed to the condemning authority by the Board or its designees acting as the attorney-in-fact of all Owners under an irrevocable power of attorney, which each Owner by accepting a deed to a Condominium in the Property hereby grants and which will be coupled with the interest of all other Owners, for a price deemed fair and equitable by the Board. If the requisite number of Owners do not consent to a sale of all or a portion of the Property, and the condemning authority institutes condemnation proceedings, the court will fix and determine the condemnation award.

Section 11.2. Distribution and Sale Proceeds of Condemnation Award.

(a) **Total Sale or Taking.** A total sale or taking of the Properties means a sale or taking that: (i) renders more than fifty percent (50%) of the Condominiums uninhabitable (such determination to be made by the Board in the case of a sale and by the court in the case of a taking); or (ii) renders the Properties as a whole uneconomical as determined by the vote or written consent of eighty percent (80%) of those Owners whose Condominiums remain habitable

after the taking. However, any determination that a sale or taking is total must be made before the proceeds from any sale or award are distributed. The proceeds of any such total sale or taking of the Properties, after payment of all expenses relating to the sale or taking, will be paid to all Owners and to their respective Mortgagees in the proportion that the fair market value of each Condominium bears to the fair market value of all Condominiums on the Properties. The fair market value of Condominiums will be determined in the condemnation action, if such be instituted, or by an appraiser.

(b) Partial Sale or Taking. In the event of a partial sale or taking of the Properties, meaning a sale or taking that is not a total taking, as determined herein above, the proceeds from the sale or taking will be paid or applied in the following order of priority and any judgments of condemnation will include the following provisions as part of its terms:

(i) To the payment of expenses of the Association in effecting the sale or to any prevailing party in any condemnation action to whom such expenses are awarded by the Court to be paid from the amount awarded; then any remaining proceeds,

(ii) To Owners and their respective Mortgagees, as their interests may appear, of Condominiums on the Properties whose Condominiums have been sold or taken, an amount up to the fair market value of such Condominiums as determined by the court in the condemnation proceeding or by an appraiser, less such Owners' share of expenses paid as provided herein above, (which share will be in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Condominiums). After such payment, the recipient will no longer be deemed an Owner and the Board or individuals authorized by the Board, acting as attorney-in-fact of all Owners will amend the Subdivision Map and this Declaration to eliminate from the Properties the Condominiums so sold or taken; then any remaining proceeds,

(iii) To any remaining Owner(s) and to their Mortgagees, as their interests may appear, whose Condominium has been diminished in value as a result of the sale or taking disproportionate to any diminution in value of all Condominiums, as determined by the Court in the condemnation proceeding or by an appraiser, an amount up to the total diminution in value; then any remaining proceeds,

(iv) To all remaining Owners and to their respective Mortgagees, as their interests may appear, the balance of the sale proceeds or award in proportion to the ratio that the fair market value of each remaining Owner's Condominium bears to the fair market value of all remaining Owners' Condominiums as of a date immediately prior to commencement of condemnation proceedings, as determined by the Court in the condemnation proceeding or by an appraiser.

Section 11.3. Appraiser. The costs of appraisals will be paid from the condemnation proceeds as an expense of the Association.

ARTICLE 12: NONSEVERABILITY OF COMPONENT INTERESTS.

Section 12.1. Severance Prohibited. An Owner will not be entitled to sever their Unit from their membership in the Association. None of the component interests in a Unit can be severally sold, conveyed, encumbered, hypothecated, or otherwise dealt with; and any violation or attempted violation of this provision will be void. The suspension of such right of severability will not extend beyond the period set forth herein respecting the suspension of partition.

Section 12.2. Limitation on Interests Conveyed. After the initial sales of the Condominiums, unless otherwise expressly stated, any conveyance of a Unit or any portion of it by an Owner will be presumed to convey the entire Condominium. However, nothing contained in this section may preclude the Owner from creating an estate for life or an estate for years or from creating a co-tenancy, joint tenancy or community property estate in the ownership of a Unit with any other person or persons.

ARTICLE 13: BREACH & DEFAULT.

Section 13.1. Remedy at Law Inadequate. Any Owner or the Association may enforce, by any proceeding at law or in equity, the provisions of the Governing Documents against any Owner. The failure of any Owner 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 or the Association; and/or (3) fines or other appropriate action by the Association, and their conversion to Special Individual Assessments in accordance herewith.

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, grams of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in the Governing Documents is inadequate.

Section 13.2. Nuisance. Without limiting the generality of the foregoing, the result of every act or omission whereby any covenant contained in the 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 or any Owner. Every remedy against nuisance, either public or private, will be applicable against every such act or omission. The Board will not be obligated to take action to abate or enjoin a violation if, in the discretion of the Board, the Board determines that acting to abate or enjoin the violation is not likely to protect the interests of the Association and its Members or some other alternative is more favorable to the interest of the Association.

Section 13.3. Violation of Law. Any violation of any governmental law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any and all of its enforcement procedures.

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 any one 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 any of the Governing Documents.

Section 13.5. Failure Not a Waiver. The failure of any Owner or the Association to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in the Association's Governing Documents will not constitute a waiver of the right to enforce the same thereafter, nor will such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

Section 13.6. Rights and Remedies of the Association.

(a) **Rights Generally.** In the event of a breach or violation of any of the restrictions or rules contained in any Governing Document by an Owner, the Board may enforce the obligations of each Owner to obey such Rules or restrictions or rules 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 right to use recreational Common Elements or suspension of the Owner's voting rights as a Member. The Association's right to undertake disciplinary action against its Members will be subject to the conditions set forth herein. The initiation of legal action will be subject to the provisions herein, below. The Association is specifically allowed to take immediate corrective action to protect the Property or at any time necessary to protect the health and safety of the Units, Unit Owners or others on the Property.

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 Board. If the Association declines to take action in any instance, any Owner will have such rights of enforcement as may exist by virtue of Nevada law.

Upon the Board's determination, after prior notice to the affected Member and an opportunity for a hearing pursuant hereto, that the Member has violated any provision of the Governing Documents, including but not limited to a failure to pay any Assessment when due, 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 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 remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member may again be deemed to be a Member in good standing.

(b) **Schedule of Fines.** The Board may adopt, implement and amend from time to time by majority vote a schedule of reasonable fines and penalties for particular offenses, including violations of the Association Rules and Governing Documents 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. If the Board adopts a policy imposing fines, the Board must, as required by law, e-mail, hand-deliver or send by United States mail to each Owner, a schedule of the fines, as it may be revised from time to time.

(c) Definition of "Violation" and "General Record of Violations". 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 continuing violation and/or 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 Elements at the cost of the responsible Owner, which cost is supplemental to and may not be considered part of any fine imposed.

The Board must maintain a general record concerning each violation of the Governing Documents, other than a violation involving a failure to pay an Assessment, for which the Board has imposed a fine or any other sanction ("General Record of Violations"). The general record:

(i) Must contain a general description of the nature of the violation and the type of the sanction imposed. If the sanction imposed was a fine, the general record must specify the amount of the fine;

(ii) Must not contain the name or address of the person against whom the sanction was imposed or any other personal information which may be used to identify the person or the location of the Unit, if any, that is associated with the violation; and

(iii) Must be maintained in an organized and convenient filing system or data system that allows an Owner to search and review the general records concerning violations of the Governing Documents.

(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 Unit due to the failure by the Owner to comply with any provision of the Governing Documents, 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 conducted in accordance with Chapter 116 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 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 hereof.

(ii) **Special Individual Assessments.** A monetary fine or penalty imposed by the Association is a Special Individual Assessment enforceable by the sale of the Unit.

(e) **Hearings.** No penalty or temporary suspension of rights will be imposed pursuant to this Article 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 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 this Section, and not less than thirty (30) days before the violation, the person against whom the fine will be imposed had been provided with written notice of the applicable provisions of the Governing Documents that form the basis of the violation.

(f) **Notice of Hearing and Disciplinary Decision.** The notice of hearing required by this article will, at a minimum, set forth the date, time, and place for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision alleged to have been violated, the amount of any potential fine or penalty, and a statement that the Member has a right to attend and may address the Board or committee at the hearing. The notice must be delivered by either personal delivery or first-class mail or, as allowed by law, email to the Member at least ten (10) days prior to the hearing. If the Board or committee decides to discipline the Member, the Association must notify the Member of the disciplinary action by either personal delivery or first-class mail or, as allowed by law, email following the decision. The discipline will not be effective until five (5) days after the notification of the decision.

The Board must hold a hearing before it may impose the fine, unless the person against whom the fine will be imposed: (a) pays the fine; (b) executes a written waiver of the right to the hearing; or (c) fails to appear at the hearing after being provided with proper notice of the hearing.

If a fine is imposed and the violation is not cured within fourteen (14) days, or within any longer period that may be established by the Board, the violation shall be deemed a continuing violation. Thereafter, the Board may impose an additional fine for the violation for each seven (7)-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

The Board may appoint a committee, with not less than three (3) members, to conduct hearings on violations and to impose fines. While acting on behalf of the Board for those limited purposes, the committee and its members are entitled to all privileges and immunities and are subject to all duties and requirements of the Board and its members.

(g) **Rules Regarding Disciplinary Proceedings.** The Board may adopt rules that set forth the procedures for conducting disciplinary proceedings. The rules, when approved and adopted by the Board, will become a part of the Association Rules and may provide for notices and procedures satisfying the alternative dispute resolution requirements of Nevada law.

Section 13.7. Court Actions; Mediation. Whether or not Nevada law requires alternative dispute resolution, unless there is an emergency, no person or the Association, may initiate court action until alternative dispute resolution is pursued.

(a) Court actions to enforce the Governing Documents may only be initiated on behalf of the Association upon Board approval. Before initiating any court action to enforce the Governing Documents, the Association and/or Members must first comply with the provisions of NRS 38.300 to 38.360 or superseding statute, inclusive, relating to alternative dispute resolution. The provisions of this section are intended to satisfy the alternative dispute resolution requirements. All notices issued and procedures followed in the mediation process must comply with the specific requirements imposed by NRS 38.300 to 38.360 or superseding statute, inclusive.

(b) In the event NRS 38.300 to 38.360 is repealed, the Association and/or Members must first proceed with alternative dispute resolution before commencing a court action.

Section 13.8. Joint and Several Liability of Co-Owners. If a Unit 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. If the Association takes any action because of any breach or default of any Owner or other party hereto under the Governing Documents (whether or not any legal proceeding, including an arbitration, is initiated) the Association will be entitled to recover from that Owner (or other party) the costs, including attorneys' fees, the Association incurred as a result of the breach or default. The Association's remedies to recover its costs and attorneys' fees will include, but are not limited to, the imposition of a Special Individual Assessment pursuant hereto.

If an action (including an arbitration) is brought by a Member (or other individual with the right to enforce the Governing Documents) because of any alleged breach or default by any party hereto under the Governing Documents, the court may award to the prevailing party in any such action attorneys' fees and other costs, including, but not limited to, court costs and experts' fees, incurred in connection therewith as the court deems just and reasonable.

ARTICLE 14: NO PUBLIC RIGHTS IN THE PROPERTY.

Section 14.1. Dedication of Property. Nothing contained in this Declaration may be deemed to be a gift or a dedication of all or any portion of the Property to the general public or for any public use or purpose whatsoever.

ARTICLE 15: NOTICES.

Section 15.1. Mailing Addresses. Any communication or notice of any kind permitted or required pursuant to any provision of the Governing Documents will be in writing and may be served, as an alternative to personal service, by mailing the same as follows.

(a) **Owners.** To the last known address of the Owner of the Unit or to such other address as the Owner may from time to time designate in writing to the Association or if designated in writing by the Owner, to the Owner's e-mail address.

(b) **The Association.** The mailing address of the Association is P.O. Box 307, Incline Village, NV 89450 (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 and if no address is designated to the mailing address of the Association. No director or officer is required to provide an address separate from that of the Association's address.

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 15.2. Personal Service Upon Co-Owners & Others. Personal service of a notice to one of the co-Owners of any Unit, to any general partner of a partnership which is the Owner of Record of a Unit to any manager or managing member of a limited liability company, or to any officer or agent for service of process of a corporation which is the Owner of Record of a Unit, will be deemed delivered to all such co-owners, to such partnership, or to such corporation, as the case may be.

Section 15.3. Deemed Delivered. All notices and demands served by mail will 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 or trackable delivery service unless specified otherwise by this document. All notices and demands served by personal delivery are delivered upon service.

ARTICLE 16: 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 sixty-five percent (65%) of all eligible Owners. Notwithstanding the foregoing, the percentage of the Members necessary to amend a specific clause or provision of this Declaration shall 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 Washoe 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 certifying that the approval requirements of Section 16.1, above, have been duly met.

Notwithstanding anything to the contrary herein contained, no such amendment will affect the rights of the holder of any first deed of trust or Mortgage recorded prior to the recording of such amendment if such holder of any first deed of trust or Mortgage provided written request for notice of any amendments or if such amendment adversely affects any holder of a first deed of trust or Mortgage.

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.

Section 16.4 Governmental Approvals. To the extent the proposed amendment is such that a condition of the approvals by Washoe County or the Tahoe Regional Planning Agency would require the County's or the Tahoe Regional Planning Agency's approval such shall be obtained prior to recording any such amendment.

ARTICLE 17: WASHOE COUNTY REQUIREMENTS

Section 17.1 Maintenance of public access easements, common areas, and common open spaces. As soon as practicable after the adoption and recording of this Declaration and for a period of three (3) years therefrom, the Association shall create, monitor, and maintain a plan to maintain the Common Area Open Space. At a minimum the maintenance plan must address the Association's (a) vegetation management; (b) watershed management; (c) debris and litter removal; (d) fire access and suppression; (e) BMP maintenance; and (f) maintenance of public access and/or maintenance of limitations to public access.

Section 17.2 Maintenance of drainage facilities and roadways. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the Association.

Section 17.3 Maintenance of Common Area. All Common Area, including Common Area Open Space, shall be privately maintained and perpetually funded by the Association.

Section 17.4 Fire fuel break. The development of this project adjacent to undeveloped land shall maintain a fire fuel break of a minimum of 30 feet in width until such time as the adjacent land is developed.

Section 17.5 Active fault lines. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.

Section 17.6 Outdoor Lighting. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded. Each Unit's exterior lighting shall comply with the exterior lighting standards as applicable in TRPA Code of Ordinances Subsection 36.8 and any proposal from an Owner to alter the exterior lighting of his/her Unit shall be subject thereto.

Section 17.7 Maintenance of Private Streets. Washoe County shall not assume responsibility for maintenance of the private street system of the development nor accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.

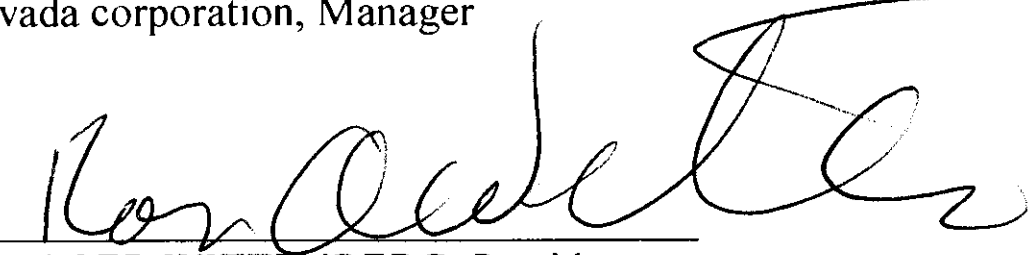
Section 17.8 Solid waste collection. Collection of solid waste shall be provided.

Section 17.9 Replacement fences. The Association may provide rules and guidelines from time to time concerning approved fence material, height, and location. Replacement fences must be compatible in material, finish, and location of all existing fences.

BIG WATER INVESTMENTS, LLC,
a Nevada limited liability company

By: INTERNATIONAL SUPPLY CONSTORTIUM,
LLC, a Nevada limited liability company,

By: VANGUARD SUPPLY CONSULTANTS, LTD.,
a Nevada corporation, Manager

By: 

ROGER WITTENBERG, President
Its: Manager

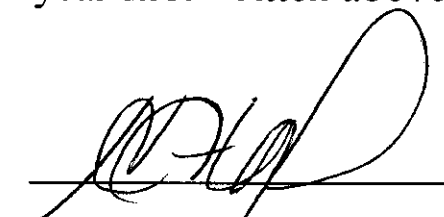
By: 

ROGER WITTNEBERG, Manager

STATE OF: Nevada)
) ss
COUNTY OF: Washoe)

On this 5th day of October, 2018, personally appeared before me, a Notary Public in and for the said County and State, Roger A Wittenberg, a duly authorized representative of Big Water Investments, LLC, International Supply Consortium and Vanguard Supply Consultants, LTD, known to me to be the persons described herein and who executed the foregoing instrument and duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above in this certificate.



Notary Public

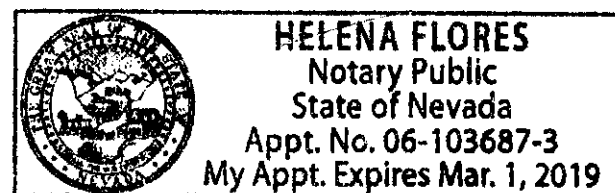


EXHIBIT "A"
LEGAL DESCRIPTION
FOR
PROPERTY DESCRIPTION

All that certain property situate in Section 19, Township 16 North, Range 18 East, M.D.M., Washoe County, Nevada, more particularly described as follows:

A portion of Parcels 1, 2 & 3 as described in Document No. 2710630, Washoe County Official Records, more particularly described as follows:

The Basis of Bearings for this description is U.S. State Plane, NAD83/94, Nevada West Zone. Bearings shown hereon have been rotated 0°54'48" counter-clockwise from those described in said Document No. 2710630, Washoe County Official Records.

Commencing at the southwest corner of Lot 4 of said Section 19; thence along the southerly line of said Section 19 South 89°11'12" East 374.17 feet to the POINT OF BEGINNING of this description; thence along a line parallel to the westerly right-of-way line of Nevada State Highway 28 North 1°30'26" East 498.06 feet; thence South 89°47'22" East 10.00 feet; thence North 7°45'25" East 98.13 feet; thence North 80°17'12" East 184.56 feet to said right-of-way line and the beginning of a non-tangent curve to the left having a radius of 2040.00 feet to which point a radial line bears North 86°06'35" West; thence southerly 84.85 feet along said curve through a central angle of 2°22'59"; thence South 1°30'26" West 543.96 feet to the southerly line of said Section 19; thence along said southerly line North 89°47'22" West 51.76 feet to the South ¼ corner of said Section 19; thence along the southerly line of said Section 19 North 89°11'12" West 148.21 feet to the Point of Beginning, containing 2.77 acres, more or less.

This description previously appeared in Document No. 3146106, Official Records of Washoe County, Nevada.

EXHIBIT "B-1"
LEGAL DESCRIPTION
FOR
COMMON OPEN SPACE

Situate within the Southeast $\frac{1}{4}$ Section 19, Township 16 North, Range R 18 East, M.D.M, lying within the County of Washoe, State of Nevada, more particularly described as follows:

BEGINNING at a point on the easterly line of Parcel 1 as shown on that Record of Survey Map No. 4509 for SIERRA PARK LLC, File No. 3146107, recorded December 21, 2004, Official Records, Washoe County, Nevada, said point being further described as lying on the westerly right-of-way line of Nevada State Route 28 and also lying N $1^{\circ}30'26''$ E, 228.73 feet from the Southeast corner of Parcel 1;

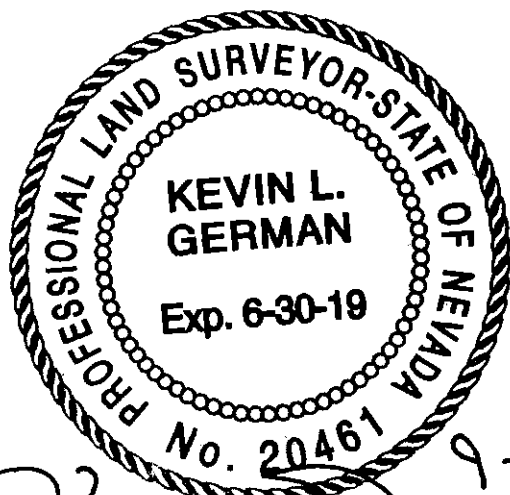
THENCE departing said easterly line, N $88^{\circ}04'25''$ W, 34.50 feet;

THENCE N $01^{\circ}55'35''$ E, 262.17 feet;

THENCE S $88^{\circ}04'25''$ E, 32.58 feet to a point on the easterly line of Parcel 1;

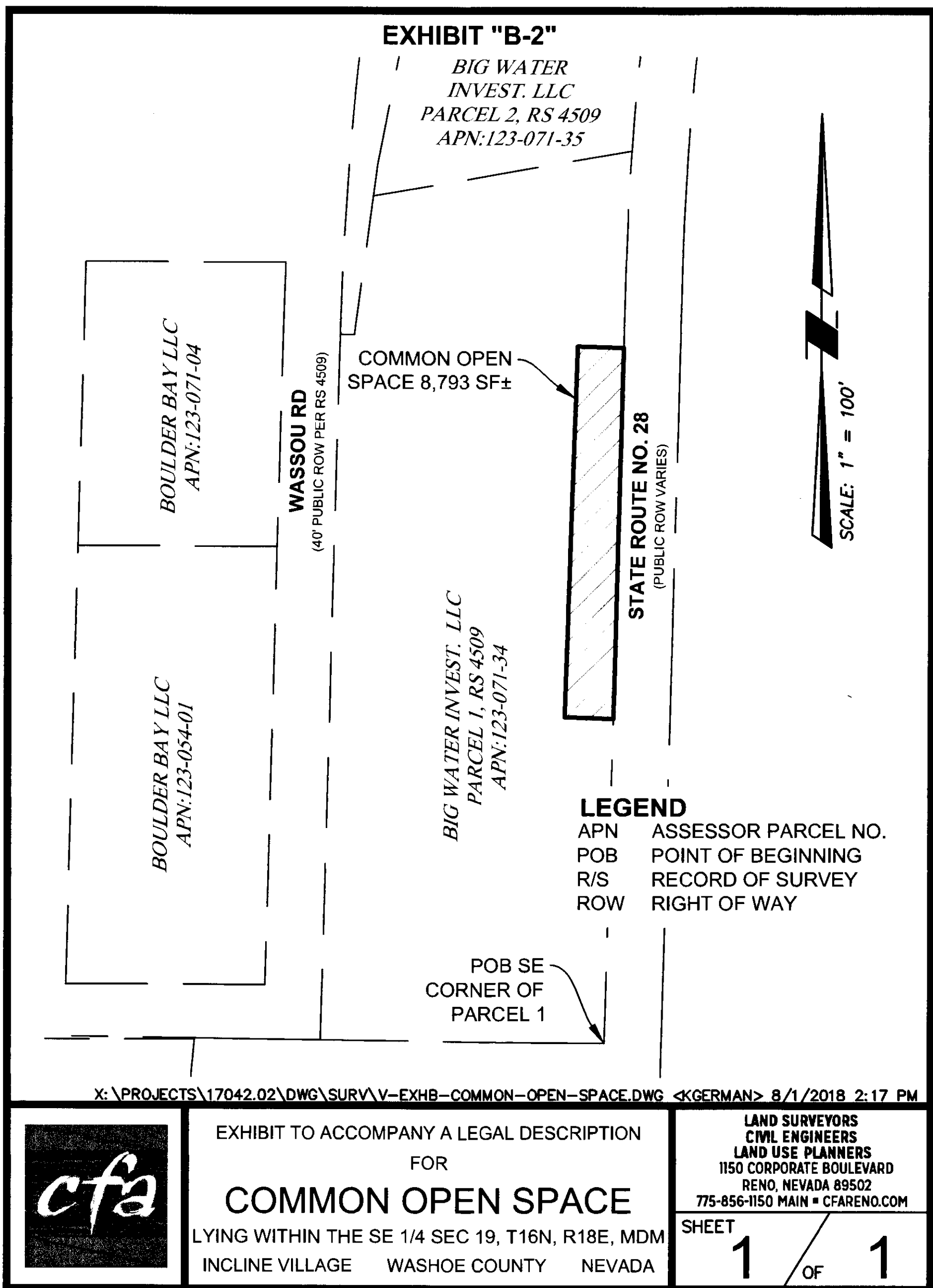
THENCE along said easterly line, S $01^{\circ}30'26''$ W, 262.17 feet to the POINT OF BEGINNING, containing 8,793 square feet of land, more or less.

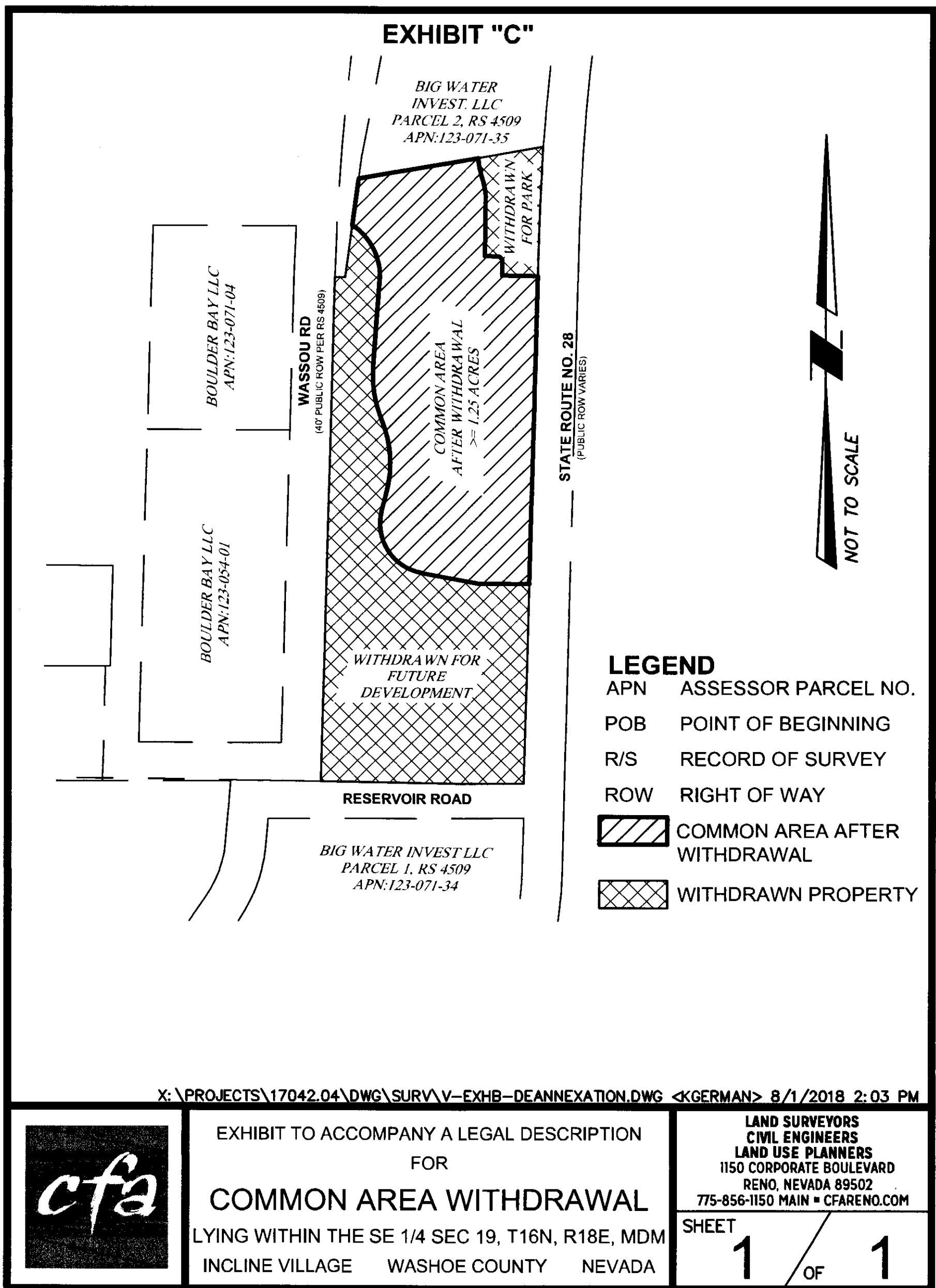
The basis of bearings for this description is identical to Record of Survey Map No. 4509.



Kevin L. German 9-28-18

Kevin L. German, P.L.S. 20461
CFA Inc. - 1150 Corporate Blvd. - Reno, NV 89502







Mail

PO Box 5310
Stateline, NV 89449-5310

Location

128 Market Street
Stateline, NV 89449

Contact

Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org

NEWS RELEASE

Contact: Jeff Cowen, Community Liaison, (775) 589-5278

For Release Immediately

April 27, 2011

TRPA BOARD APPROVES BOULDER BAY PROJECT

Lake Tahoe, NV – In a board room still crowded following a 12-hour hearing, the Tahoe Regional Planning Agency Governing Board voted to approve the Boulder Bay Community Enhancement Project. Four years in the planning, the project will replace the aging Tahoe Biltmore Casino in Crystal Bay, NV with an eco-friendly, mixed-use resort that will significantly reduce stormwater pollution and vehicle emissions associated with the site.

“With science showing us that we can reverse the decline of Lake Tahoe’s clarity by encouraging environmental redevelopment of our town centers, the cost of doing nothing is just too high for the Lake,” TRPA Director Joanne Marchetta said. “Redevelopment projects like Boulder Bay are an important part of the public-private effort to restore Lake Tahoe.”

Once complete, the Boulder Bay site will include a mix of whole ownership condos, hotel units, affordable housing, a small casino, a health and wellness spa, retail and dining space, pedestrian and transit improvements, and a 4-acre community park. In addition, the project plans to pursue LEED certification, a global standard for green building techniques.

About 80 members of the public provided testimony throughout the afternoon. Analysis and testimony regarding the benefits of the project were weighed by the TRPA Board against concerns over the project’s size. At the center of the discussion was a code amendment to allow the height of the proposed four story buildings and the TRPA traffic analyses showing the project would reduce traffic and vehicle emissions. The height amendment allows Boulder Bay to maintain roughly the same grandfathered height of

the current Tahoe Biltmore building -- 75 feet.

Two separate traffic analyses, meanwhile, showed that vehicle use would be reduced in the North Stateline area because of the mix of commercial and accommodation uses on site and proposed pedestrian-transit improvements. Boulder Bay representatives committed to compare traffic estimates with actual data in five years to ensure the analysis holds. Air quality gains, such as those projected with the new Boulder Bay project, are indicative of mixed-use development, which TRPA would like to see lead the way to environmental redevelopment of more of Lake Tahoe's commercial centers.

"The board's decision today comes at a critical juncture in the path to restore Lake Tahoe," TRPA Board Chair Norma Santiago said. "Our communities need better direction from TRPA on how to keep good projects coming forward and today's approval shows that the agency is ready to move forward in partnership with private property owners to support environmental as well as economic revitalization."

Boulder Bay improvements include:

- Designs for stormwater runoff infiltration to handle a 100-year storm event
- 90% reduction in sediment runoff, up to 30,000 lbs/yr reduced.
- Reduction of energy and water use by 38 percent
- Total land coverage/impervious surfaces reduced by 1.6 acres or 68,000 square feet
- Improvements to scenic quality including undergrounding of utility lines
- Over 6,000 linear feet of pedestrian amenities
- 4-acre public park with lake views
- Annual reduction of nearly 10,000 vehicle miles traveled within the basin from the current 33,000 VMT related to the site today.
- Corresponding reduction of greenhouse gas emissions
- Comprehensive alternative transportation program
- Restoration of 2.5 acres of sensitive stream environment area
- Creation of 38 units of deed-restricted, affordable housing

The Boulder Bay project is expected to be built over three years in phases. Following tonight's approval, the project could break ground in the spring of 2012.

The Tahoe Regional Planning Agency cooperatively leads the effort to preserve, restore, and enhance the unique natural and human environment of the Lake Tahoe Region now and in the future. For additional information, call Jeff Cowen at (775) 589-5278, or email jcowen@trpa.org.

Date: December 22, 2021
To: Washoe County Boulder Bay Commercial Review Team
From: Tom Jacobson and Derek Karimoto
Subject: Boulder Bay Special Use Permit Submission, December 8, 2021 – Responses

Dear Washoe County Boulder Bay Commercial Review Team.

Per your letter dated December 14, 2021, we have reviewed your comments to provide additional information to assist the reviewing approval bodies, agencies, and the public to clearly understand the intent to vary current Washoe County Standards. We have included your comments with our responses and associated exhibits for your review and use within your future staff report for the February 3, 2022, council meeting.

1. Identification of specific areas and locations (visually and in the narrative) that will require modifications to our code through a variance. (For example, identify sections of road that will require a 20% modification to the wall height.)
 - a. Per Exhibit A – Variance Requests, we show the approximate lateral limits of the proposed Soil Nail Walls greater than 8 ft that runs along the easterly side of the proposed road improvements from Stateline Road to Lakeview Avenue and the proposed Wassou Connector road between the existing Wassou Road and Lakeview Avenue. These Soil Nail Walls are proposed to range from a height of +/- 5 feet to +/- 55 feet. Per Exhibit B – Soil Nail Wall Sections, one will be able to see the selected profile locations that shows the proposed location of the Soil Nail Wall; including the proposed backfill and potential building structures. During the final precise grading and landscaping phases, elevations/contours shall be graded to attain a natural appearance to coincide with existing adjacent areas.
 - b. With the construction of the buildings and subterranean parking structures, the Soil Nail Walls shall be blocked from public view by structures and backfill. See Exhibit B – Soil Nail Wall Sections. If a small portion of the Soil Nail Walls are unable to be screened and/or blocked from public view, then a rock wall shall be constructed to cover exposed portions of the Soil Nail Wall. See attached photos for potential rock wall facings.
2. Speak to the exact variance request; (12 feet maximum retaining walls on the north property boundary; or greater than 3:1 slope on the north/east property lines, or roadway boundary). Open ended variances requests are difficult to approve.
 - a. We are requesting a variance for exceeding the 12-foot maximum retaining wall heights along the easterly slopes of the proposed Stateline Road to Lakeview Avenue and the Wassou Connector Road from Wassou Road to Lakeview Avenue. Slopes adjacent to the proposed roadway improvements shall have a temporary side slope of 3:1 or flatter from the proposed roadways to the Soil Nail Walls that range from +/- 5 feet to +/- 55 feet. Once the buildings and subterranean parking structures are being constructed, the areas between the two structures shall be backfilled as structures are constructed vertically as shown on Exhibit B – Soil Nail Wall Sections until the precise grading provides side slopes 3:1 or flatter for proposed landscaping and meandering sidewalks that will be heated to prevent icing and dangerous conditions for resort guests and public usage.

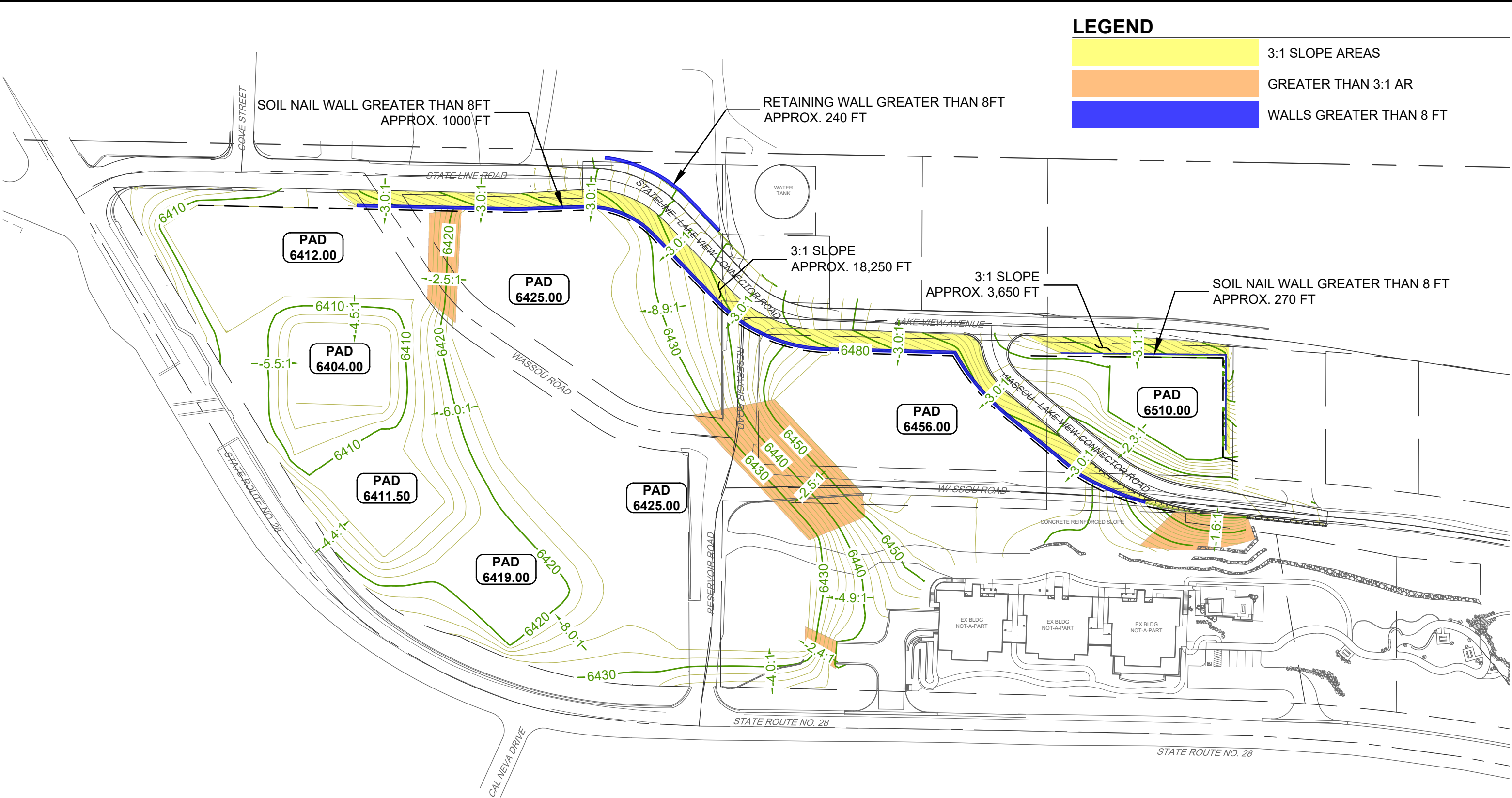


- b. Per Exhibit A – Variance Requests, the following three areas are shown that represent the requests for Variances; including side slope areas that shall be temporary graded to 3:1 side slopes or flatter as follows:
 - i. Areas steeper than 3:1 slope
 - ii. Soil Nail Walls greater than 8 feet in height
 - iii. Retaining Wall greater than 8 feet in height adjacent to the westerly side of the proposed Stateline Road to Lakeview Avenue connection
- 3. Speak to questions as to the modifications of the hillside ordinance
 - a. Article 424 (Hillside Development) Considerations
 - i. As stated in Grading SUP Submittal package, Section Article 424(a) updated on December 13, 2021, the proposed Soil Nail Walls shall provide roadway stability for the easterly slopes that run along the proposed Stateline Road to Lakeview Avenue and the Wassou connector road from Wassou Road to Lakeview Avenue. See Exhibit A – Variance Requests for approximate location and limits for the proposed Soil Nail Walls.
 - ii. To re-develop the existing Tahoe Biltmore Hotel/Casino, which includes existing surface parking lots, the existing site will need to be regraded to provide the subterranean parking facilities that will meet the Tahoe Area Plan to deemphasize the future parking areas. To provide subterranean parking facilities and areas for the proposed building structures, there will be areas that will be excavated ranging from 1 to 10 feet deep and greater; including areas where fill shall range from 1 to 10 feet in height and greater, which will be placed within the project site and adjacent to roadway improvements for Stateline Road to Lakeview Avenue and Wassou Connector Road from Wassou Road to Lakeview Avenue. See Exhibit C – Cut-Fill Map for minimum and maximum cut/fill areas.
- 4. The request for timeframe for 5 years verses 2 years was not included in the original submission and may be beneficial to align with the previously approved abandonment and variance timelines.
 - a. We hereby request a timeframe of 5 years for the proposed Resort at Tahoe and Residences.



Exhibit A:

Variance Requests



LEGEND

3:1 SLOPE AREAS

GREATER THAN 3:1 AR

WALLS GREATER THAN 8 FT

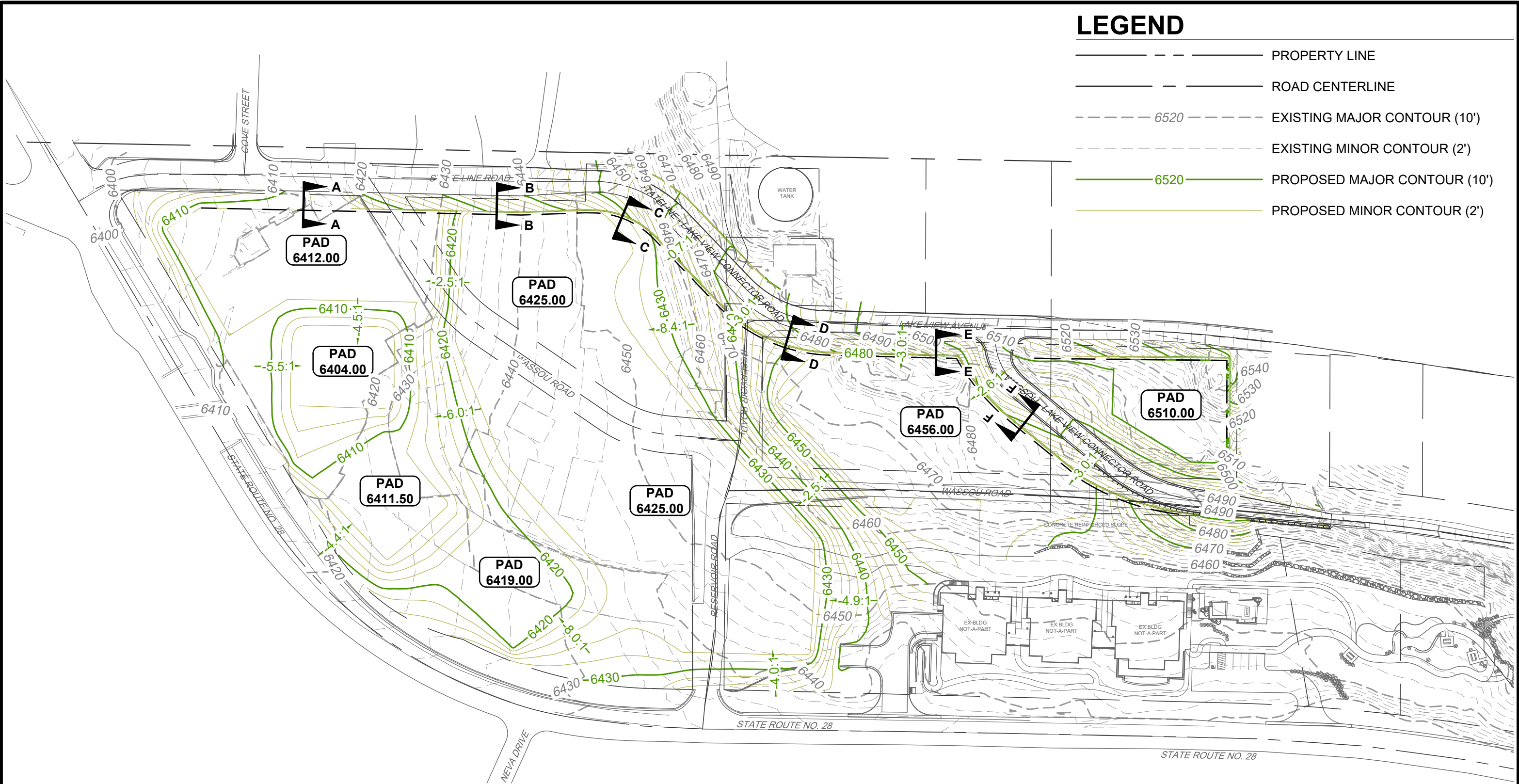
EXHIBIT A - VARIANCE REQUESTS

 N CONSULTING ENGINEERS 4 PARK PLAZA, SUITE 1750 IRVINE, CA 92614 PHONE: 949.396.1161	SITE: THE RESORT AT TAHOE AND RESIDENCES	TITLE: VARIANCE REQUESTS		NORTH SCALE 1" = 100'	PROJECT NO: 20-014
	PROJECT ADDRESS: 5 NV-28 CRYSTAL BAY, NV 89402				SHEET: 12/21/2021
		DRAWN: S.S.	CHECKED: D.H.K.	REV:	WSUP21-0035 EXHIBIT H



Exhibit B:

Soil Nail Wall Sections



LEGEND

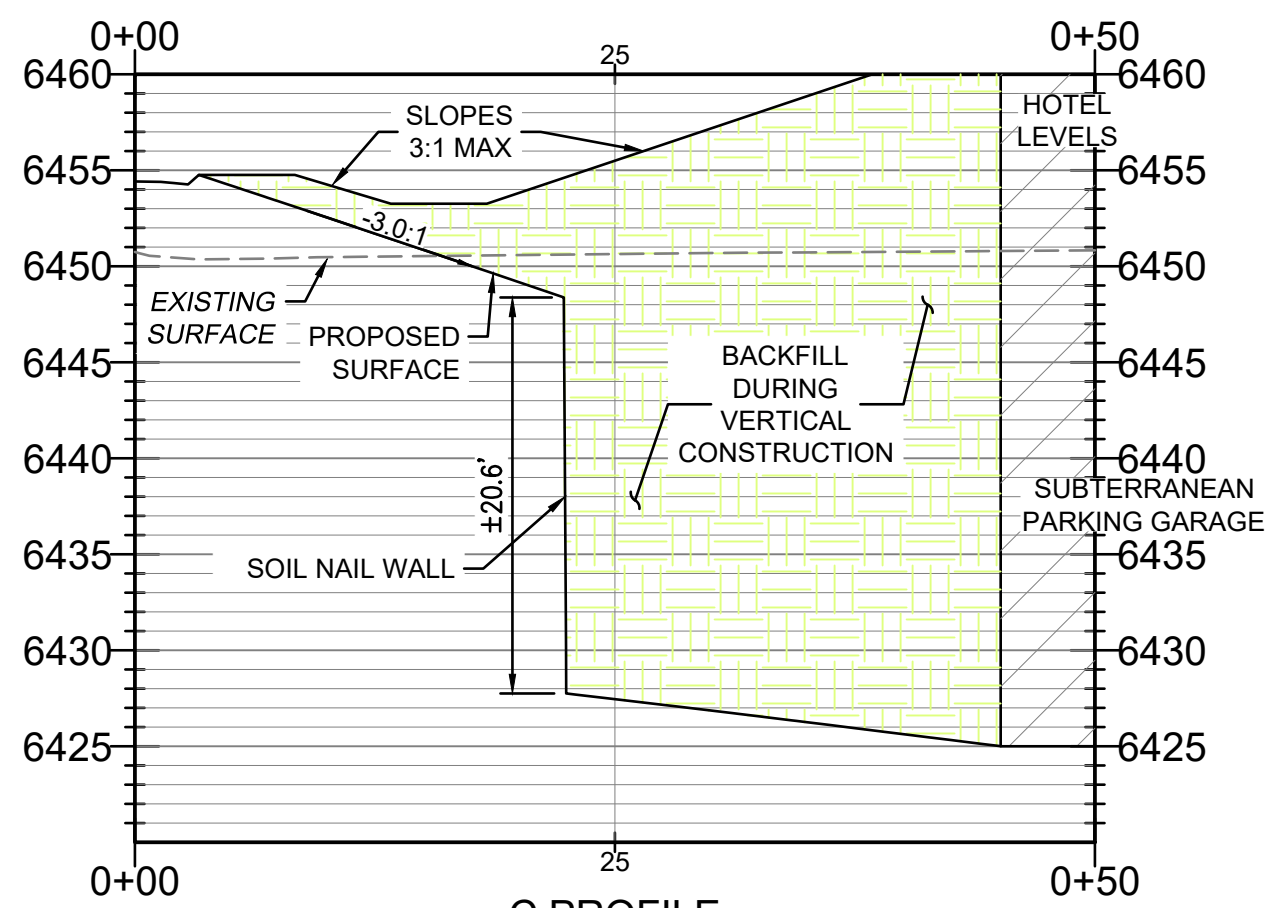
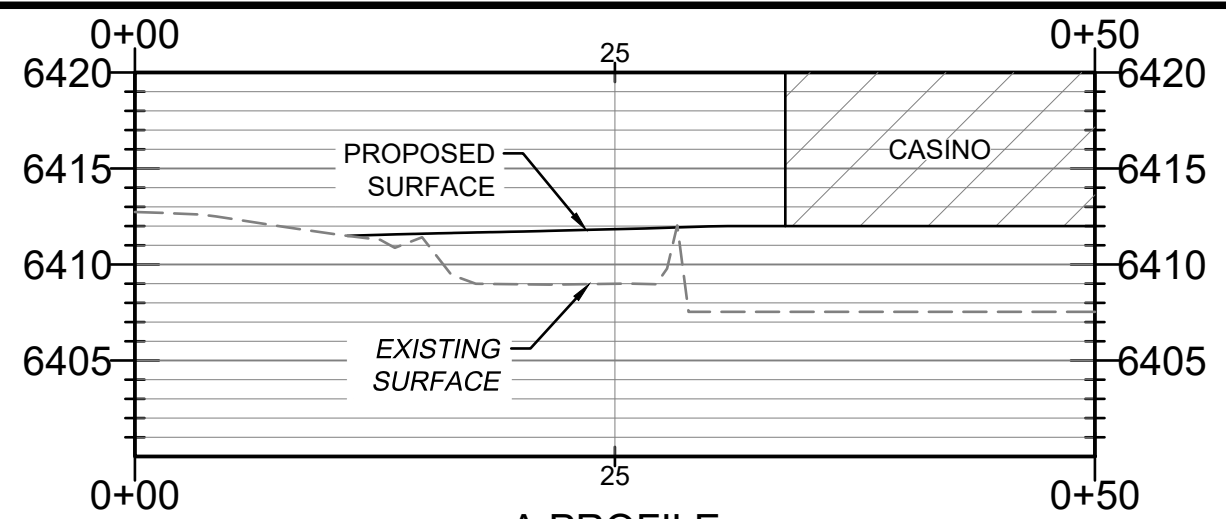
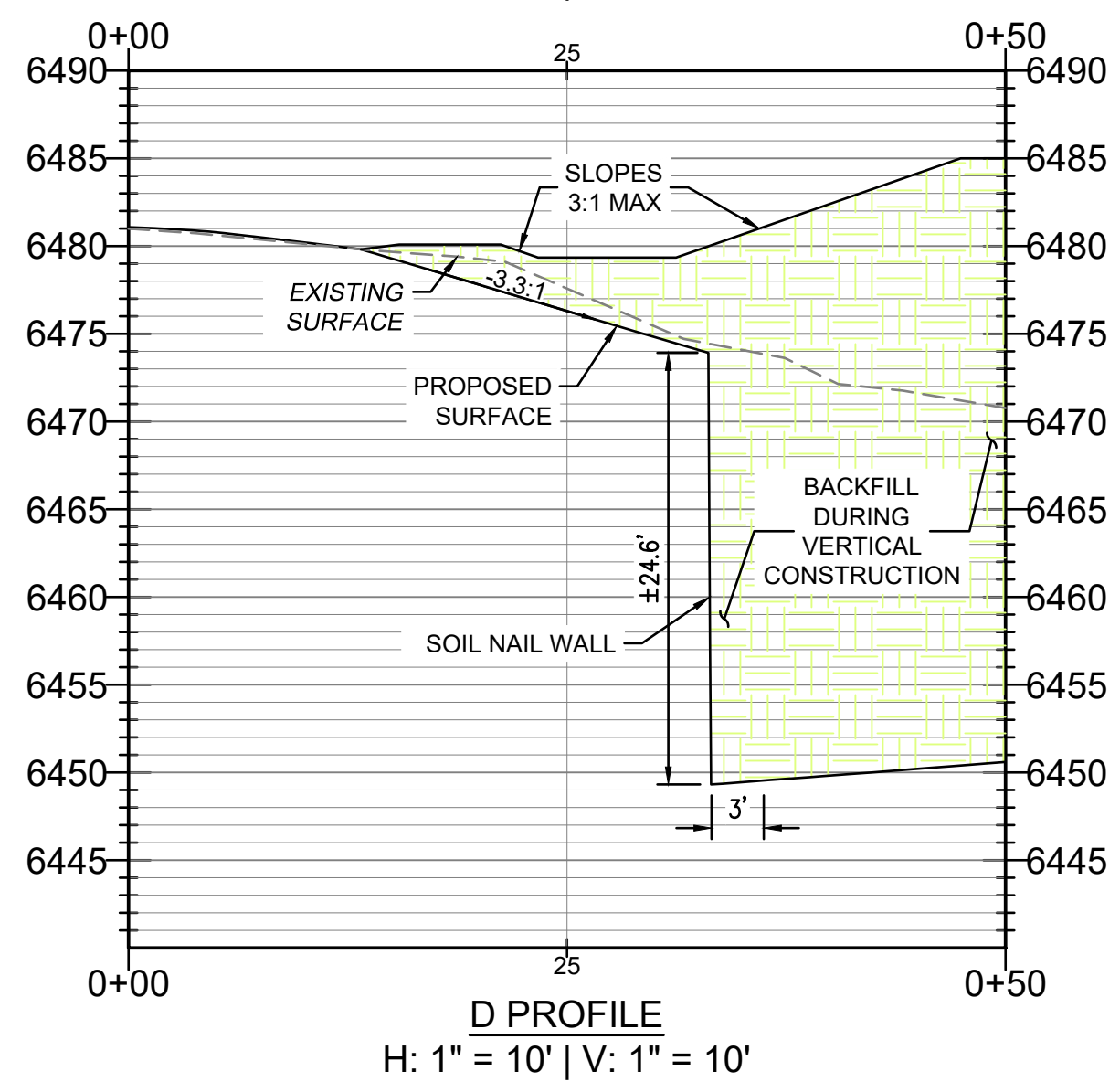
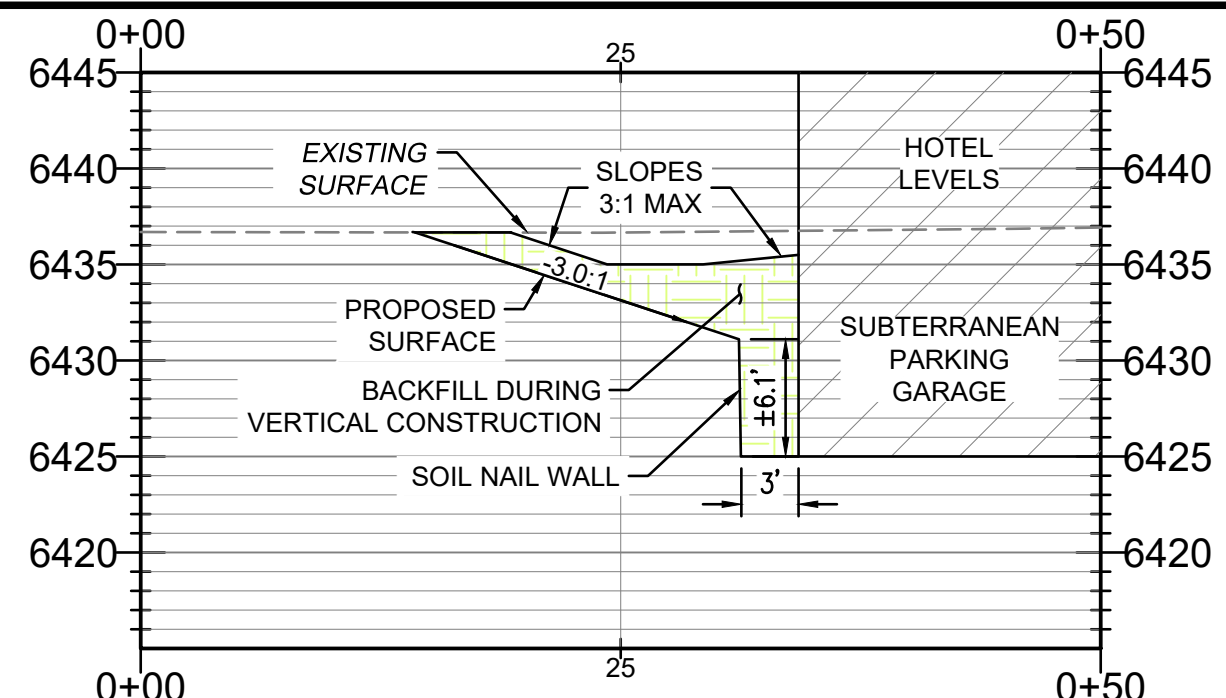
- PROPERTY LINE
- ROAD CENTERLINE
- EXISTING MAJOR CONTOUR (10')
- EXISTING MINOR CONTOUR (2')
- PROPOSED MAJOR CONTOUR (10')
- PROPOSED MINOR CONTOUR (2')

NOTES

- PRELIMINARY GRADING WILL INCLUDE A SOIL NAIL WALL WITH A 3:1 SLOPE BETWEEN PROPOSED ROADWAY AND SOIL NAIL WALL.
- FINISH GRADING WILL INCLUDE BACKFILLING BETWEEN BUILDING STRUCTURE AND SOIL NAIL WALL AS STRUCTURE IS GOING VERTICAL, PROVIDE A LANDSCAPE AND MEANDERING HEATED SIDEWALK BETWEEN THE PROPOSED ROADWAY AND STRUCTURE WITH SLOPES FLATTER THAN 3:1 AS SHOWN ON EACH PROFILE.
- BUILDING STRUCTURES AND BACKFILL WITH LANDSCAPING AND MEANDERING SIDEWALK TO BLOCK VIEW OF SOIL NAIL WALL.
- ANY PLACE WHERE SOIL NAIL WALL IS NOT BLOCKED BY ITEM #3, A ROCK WALL FINISH SHALL BE PROVIDED. SEE ATTACHED EXAMPLE PHOTO.

EXHIBIT B - SOIL NAIL WALL SECTIONS

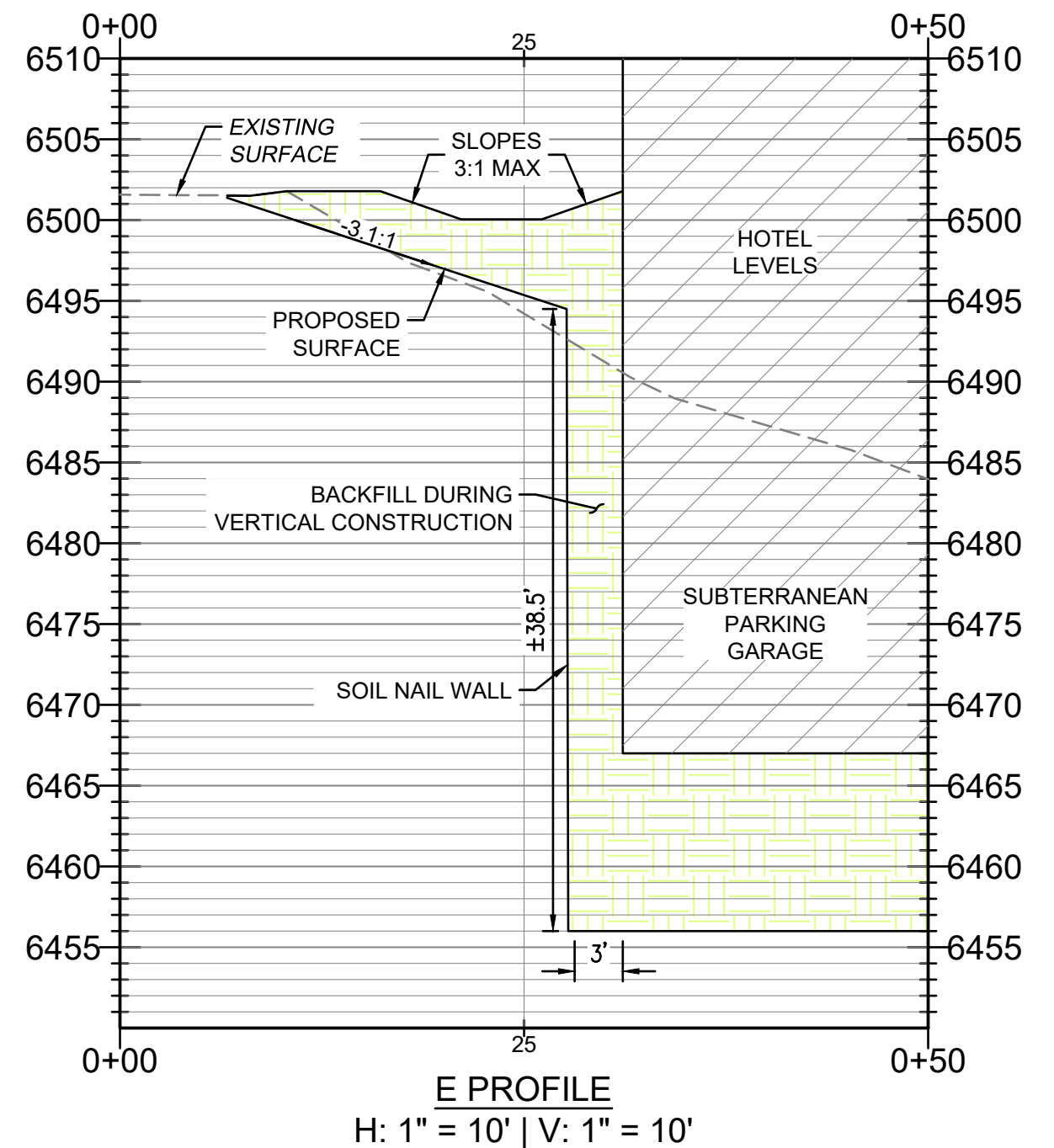
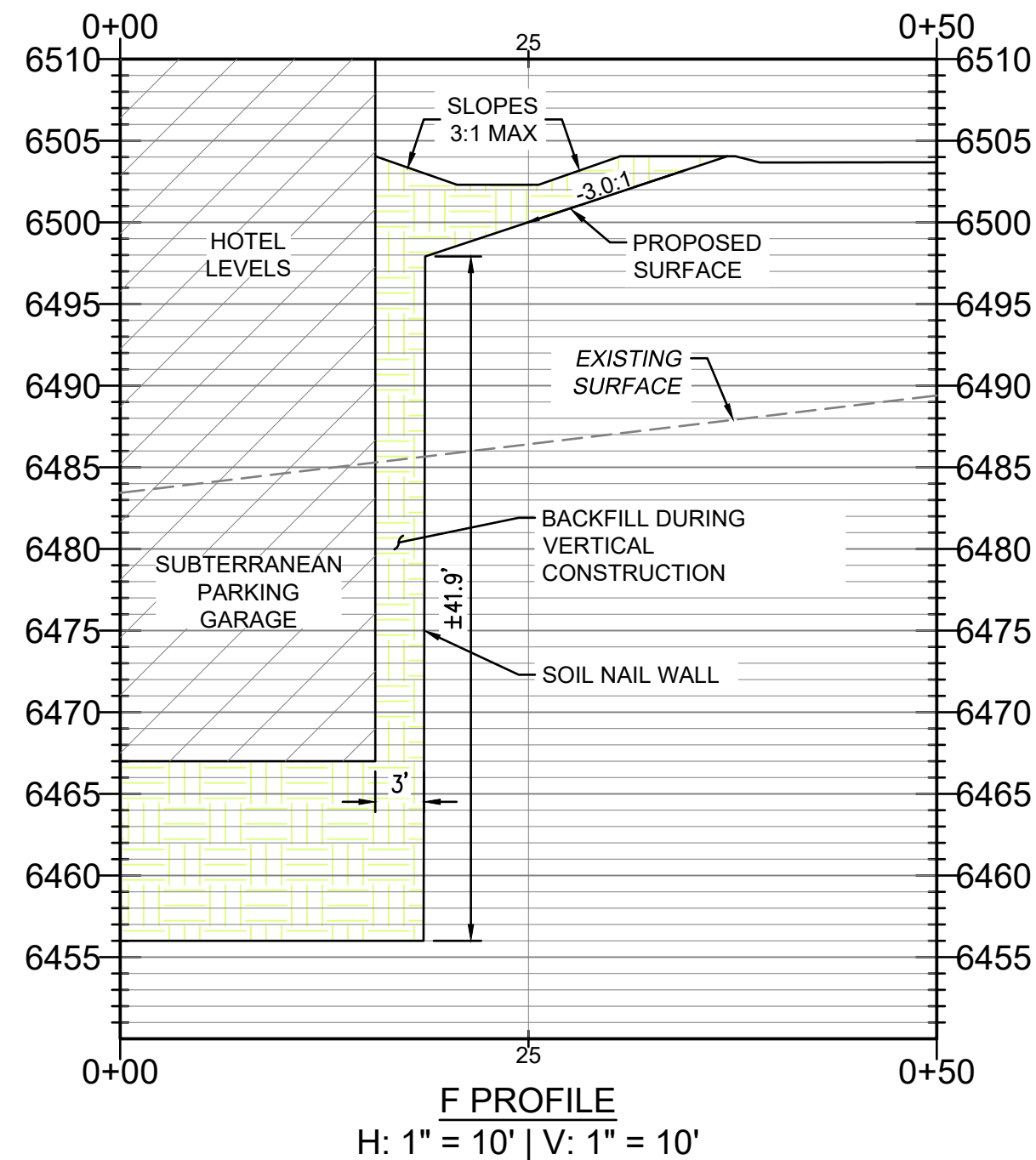
 CONSULTING ENGINEERS 4 PARK PLAZA, SUITE 1750 IRVINE, CA 92614 PHONE: 949.396.1161	SITE: THE RESORT AT TAHOE AND RESIDENCES PROJECT ADDRESS: 5 NV-28 CRYSTAL BAY, NV 89402	TITLE: SOIL NAIL WALL SECTIONS DRAWN: S.S. CHECKED: D.H.K. REV:	NORTH SCALE 1" = 100'	PROJECT NO: 20-014 SHEET: 12/21/2021 WSUP21-0035 EXHIBIT H
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<p>4 PARK PLAZA, SUITE 1750 IRVINE, CA 92614 PHONE: 949.396.1161</p>	SITE: THE RESORT AT TAHOE AND RESIDENCES PROJECT ADDRESS: 5 NV-28 CRYSTAL BAY, NV 89402	TITLE: SOIL NAIL WALL SECTIONS DRAWN: S.S. CHECKED: D.H.K. REV:	NORTH SCALE 1" = 100'	PROJECT NO: 20-014 SHEET: SUB08B 12/21/2021
	EXHIBIT H			



NOTES

1. PRELIMINARY GRADING WILL INCLUDE A SOIL NAIL WALL WITH A 3:1 SLOPE BETWEEN PROPOSED ROADWAY AND SOIL NAIL WALL.
2. FINISH GRADING WILL INCLUDE BACKFILLING BETWEEN BUILDING STRUCTURE AND SOIL NAIL WALL AS STRUCTURE IS GOING VERTICAL, PROVIDE A LANDSCAPE AND MEANDERING HEATED SIDEWALK BETWEEN THE PROPOSED ROADWAY AND STRUCTURE WITH SLOPES FLATTER THAN 3:1 AS SHOWN ON EACH PROFILE.
3. BUILDING STRUCTURES AND BACKFILL WITH LANDSCAPING AND MEANDERING SIDEWALK TO BLOCK VIEW OF SOIL NAIL WALL.
4. ANY PLACE WHERE SOIL NAIL WALL IS NOT BLOCKED BY ITEM #3, A ROCK WALL FINISH SHALL BE PROVIDED. SEE ATTACHED EXAMPLE PHOTO.



SITE: THE RESORT AT TAHOE
AND RESIDENCES
PROJECT ADDRESS:
5 NV-28
CRYSTAL BAY, NV 89402

TITLE:
SOIL NAIL WALL SECTIONS
DRAWN: S.S. CHECKED: D.H.K. REV:

NORTH
PROJECT NO: 20-014
SHEET: SUP08C
WSUP21-0035
EXHIBIT H
12/21/2021
SCALE 1" = 100'



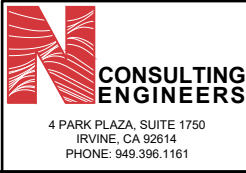
Exhibit C:

Cut – Fill Map



Elevations Table				
Number	Minimum Elevation	Maximum Elevation	Area (SF)	Color
1	-37.60	-10.00	245,567	Red
2	-10.00	10.00	172,656	Green
3	10.00	19.90	3,479	Blue

EXHIBIT C - CUT - FILL MAP



4 PARK PLAZA, SUITE 1750
IRVINE, CA 92614
PHONE: 949.396.1161


SITE: THE RESORT AT TAHOE AND RESIDENCES

PROJECT ADDRESS: 5 NV-28 CRYSTAL BAY, NV 89402

TITLE: CUT - FILL MAP

DRAWN: S.S.	CHECKED: D.H.K.	REV:
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NORTH



SCALE 1" = 100'

PROJECT NO: 20-014

SHEET: SUB04B

WSUP21-0035

EXHIBIT H

12/21/2021



Photos:

Sample Rock Walls



WSUP21-0035
EXHIBIT H

Sample Rock Walls



WSUP21-0035
EXHIBIT H

Sample Rock Walls