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NOTICE OF DESIGN GUIDELINES FOR
BELLA VISTA RANCH PLANNED UNIT DEVELOPMENT
SECOND REVISION – OCTOBER 22, 2014

Notice is hereby given that the Planned Unit Development Guidelines for the Bella Vista Ranch Planned Unit Development entitled "Bella Vista Ranch Planned Unit Development – Development Design Guidelines" effective February 2013 have been revised effective October 22, 2014. A copy of the guidelines are attached hereto and incorporated herein.

This revision supersedes and terminates the applicability of all previous revisions to the Development Design Standards. The February 2013 version was the last version recorded in the Office of the Washoe County Recorder on January 31st, 2014 as Document No. 4322402

DATED THIS 16 DAY OF April, 2015

By: *Larry Lucero*
Authorized Representative or Owner

Printed Name: Larry Lucero
General Manager

State of Nevada)) ss
County of Washoe)

On this 16 day of April, 2015, personally appeared before me, a Notary Public, personally known to be (or proved) to be this person whose name is subscribed to the above instrument who acknowledged to me that he executed this instrument.

In witness whereof, I have hereunto set my hand and affixed my stamp at my office in the County of Washoe the day and year in this certificate first above written.

Mary Lisa Dixon (Seal)
Signature of Notary Public



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Bella Vista Ranch PUD – Design Guidelines

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Bella Vista Ranch Planned Unit Development Development Design Guidelines



Second Amendment – January, 2015
First Amendment – February, 2013

Approved:
August 7, 2005

Prepared for:
City of Reno

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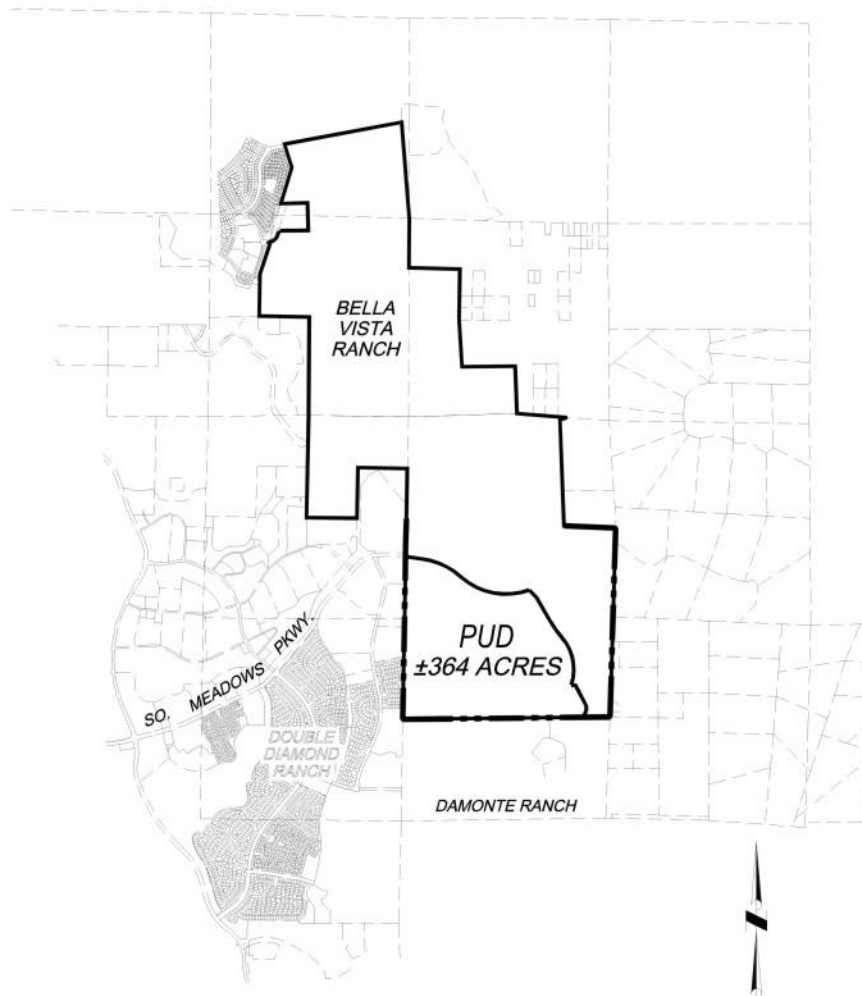
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I. PROJECT DESCRIPTION

The 364-acre Bella Vista Ranch PUD is located in the southeastern portion of the city of Reno, Washoe County, Nevada (refer to **Figure 1**). The site is bounded on the west by Double Diamond Ranch and South Meadows Business Park, on the north and east by the remaining portion of the Bella Vista Ranch, and on the south by the Damonte Ranch development. Also extending from the south is the proposed Veterans Parkway, and from the west, South Meadows Parkway, both of which are designated as arterials on the Regional Transportation Commission's (RTC's) major roadway plan (refer to **Figure 7**).

The PUD includes residential, public facilities, park, and open space uses. The intent of the PUD is to create residential villages, which will be developed for subsequent subdivision into individual building lots. No residential construction will directly follow from the recordation of the PUD, which creates these villages. Separate tentative maps and subsequent final maps will be required for each village before any residential construction can commence.

FIGURE 1



Location Map

A. Land Use

The Bella Vista Ranch PUD consists primarily of detached single-family residential development in housing densities ranging from 3-7 dwelling units/acre and attached small lot single family “Duets” at densities ranging from 6-10 dwelling units per acre. Also provided is a K-6 school site (which may be relocated to a future phase), one neighborhood park, one public facilities complex, and open space areas as shown on **Figure 2**.

Table 1 on page 9 shows the breakdown of the property amongst the various uses. The number of dwelling units listed in Table 1 for each village is approximate. The final lot count, up to a maximum of 1,700 individual single family lots, will depend upon the final configuration of each village as it is mapped over time by the Developer or subsequent homebuilder (“Parcel Developer”) (refer to Section II, A).

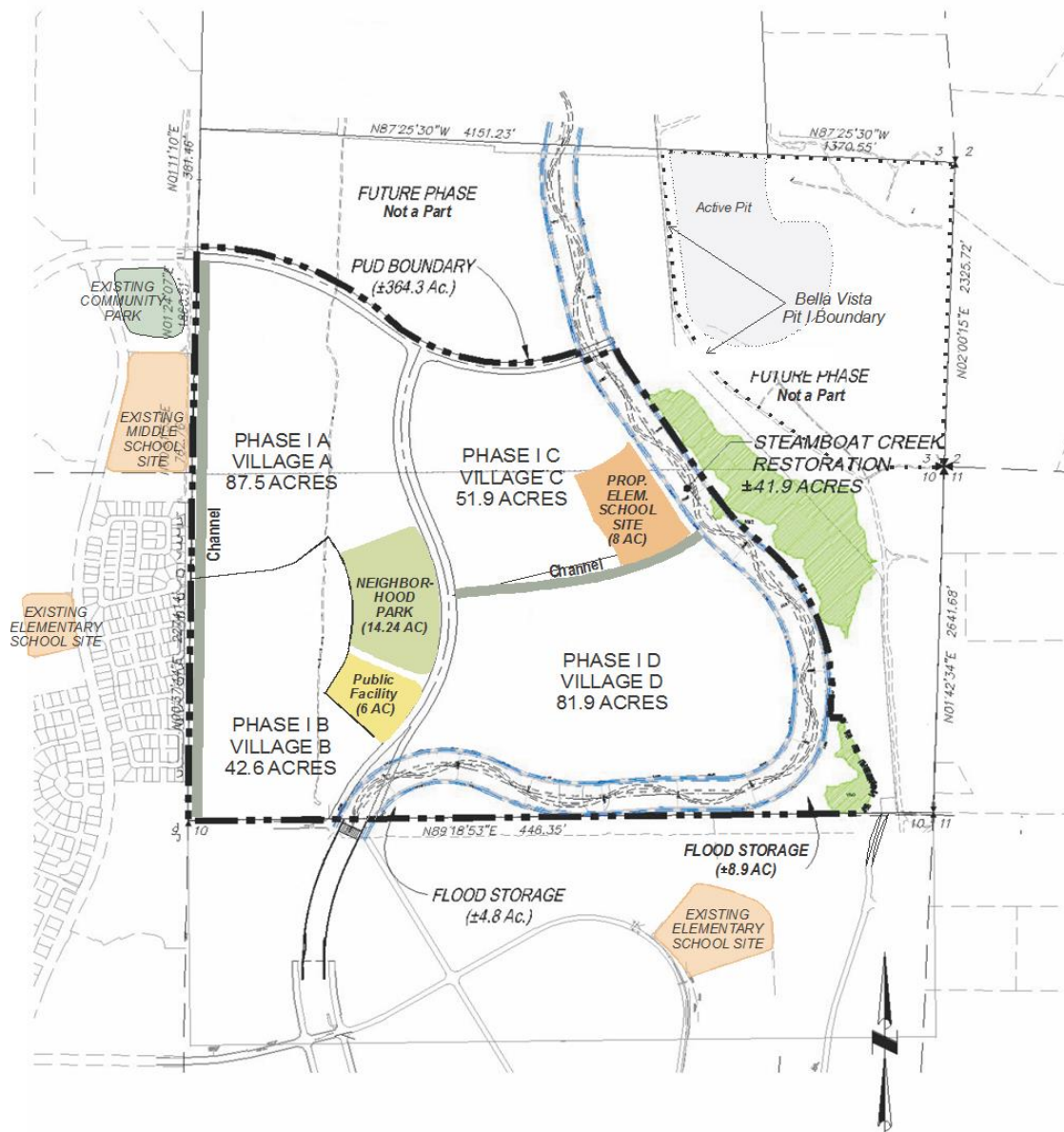


FIGURE 2
Land Use and Phasing Plan:

B. Site Features Influencing Site Plan Design (Refer to Figure 3)

The site is virtually flat with a modest slope from south to north. The dominant features on-site are the jurisdictional wetland areas that will be set aside as permanent open space and enhanced as part of the Steamboat Creek Restoration program discussed in Section II, E., Steamboat Creek transects the area and is proposed to be realigned to the approximate historic creek alignment.



**FIGURE 3
Dominant Site Features**

C. Phasing (Refer to Section II, F for details)

1. Phasing Strategy

The intent of the phasing strategy presented here is to provide a balanced and effective approach to the buildout of the project. The phasing plan is a statement of the Master Developer's intentions related to the pattern and timing of construction. The phasing plan also gives governmental entities and public utilities the opportunity to undertake capital improvement and service programming in a timely manner. The phasing described is not "cast in concrete." It presents a likely and logical sequence for development. Factors that will affect phasing plans include changes in interest rates, market demands for the various types of housing, the pace of individual developers and the availability of infrastructure.

2. Residential

It is anticipated that the 364-acre portion of the Bella Vista Ranch PUD will be developed in four phases (refer to **Figure 2**). Phase IA is in the northwestern portion of the PUD and is adjacent to the Double Diamond community park and middle school site. Phase IA includes the neighborhood park, public facility site and the elementary school site. The second phase, phase IB, is in the southwest portion and includes the attached "duet" or small lot residential village. Phase IC is located at the northeast end of the site along the extension of the South Meadows Parkway connection to future Rio Wrangler Parkway. The fourth phase, phase ID, is in the southeastern corner of the PUD and may be developed as an Active Adult (retirement) Community or as standard single family residential.

3. Major Infrastructure

Steamboat Creek Restoration, South Meadows Parkway, Veterans Parkway and the South Meadows Extension to Rio Wrangler will be constructed in the first phase (refer to Section II, F). The east-west channel, detention basins, portions of the west side channel, sanitary sewer and water trunk line facilities will also be constructed in the first phase.

Sanitary sewer, storm drain and water systems to serve individual lots will be constructed with each residential subdivision.

4. Public Facilities

The public park and public facilities complex will be located within Phase IA. The school site will be developed in Phase IAC

D. Traffic and Circulation

The traffic study, included in the appendix, determined traffic projections for development of this property. The primary traffic distribution facilities for this project are South Meadows Parkway and Veterans Parkway, which are the main east-west and north-south arterial streets, respectively. The PUD adds a segment of one arterial (South Meadows extension to future Rio Wrangler) and residential/pedestrian collector streets. The future phase of the PUD shall extend this segment of South Meadows to Rio Wrangler and connect to the proposed alignment of Rio Wrangler in the Damonte Ranch (refer to **Figure 4**). The proposed street design criteria is in Section III, A



Figure 4
Major Roadways

E. Open Space

A primary objective in the site planning for this residential development was the inclusion of strategically located and accessible open space. The PUD Design Standards illustrate and describe the design of pedestrian and bicycle paths from the individual villages to the open space and park. Refer to Section II, D.

The Bella Vista Ranch Residential Development includes one (1) neighborhood park. The neighborhood park is located in the center of the Bella Vista PUD (refer to **Figure 5**). The neighborhood park is to be dedicated to the City of Reno. This park will be connected by a path system to other open space areas throughout the PUD (refer to Section II, D). Open space will be located within and adjacent to natural areas, such as the Steamboat Creek corridor, and manmade open space areas, such as drainage ways. Trails and sidewalks will be located within open spaces in both natural and manmade areas and along major roadways (refer to **Figure 5**). Open space will be located in areas that can be utilized by the entire community, within neighborhoods and along roadways (refer to Section III, B).

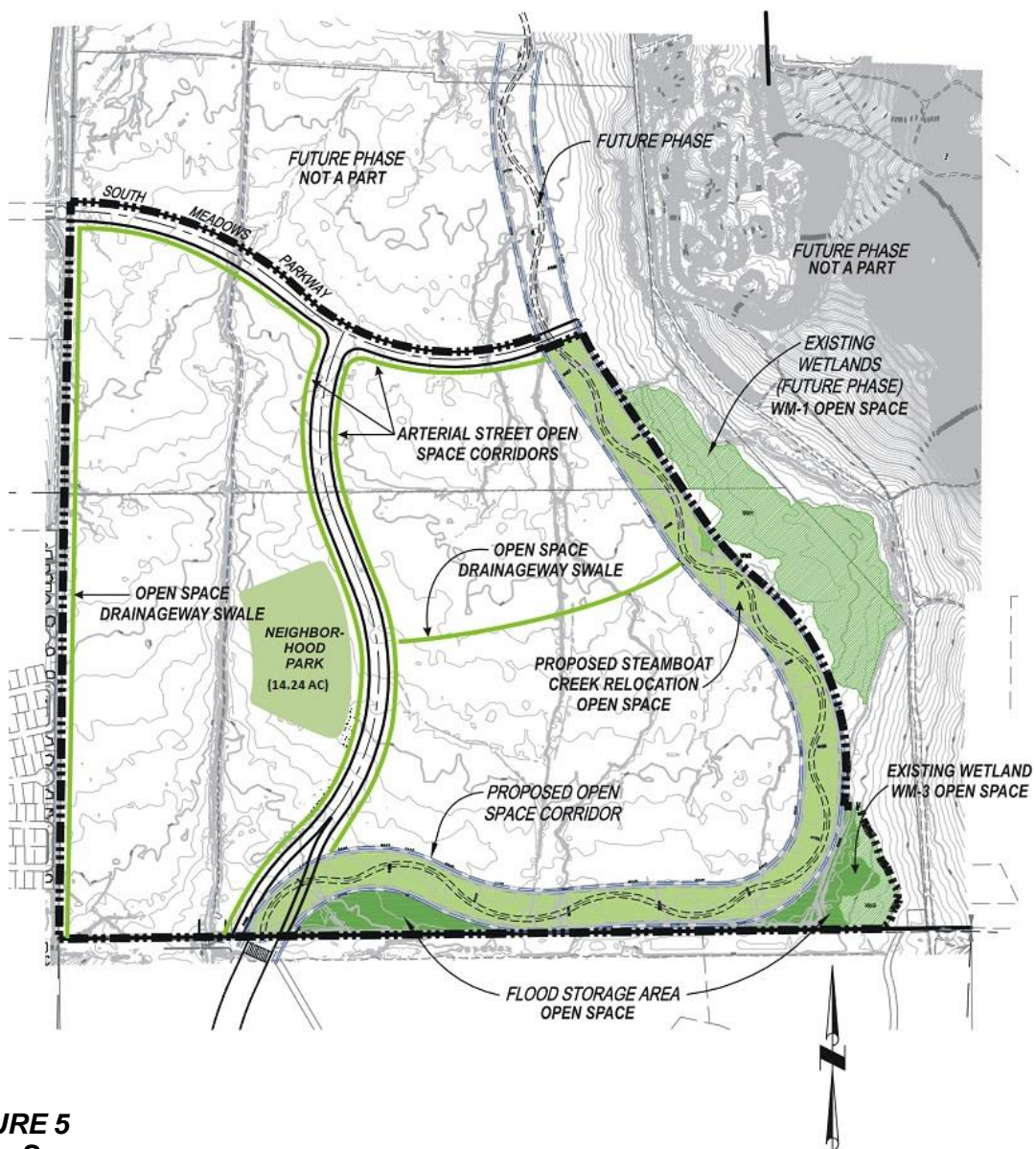


FIGURE 5
Open Space

F. Schools

The Bella Vista Ranch Residential Community includes one elementary school site. This site will be needed in the future, as determined by the Washoe County School District. However, as of the Second Amendment to this PUD, the site is not included in their 10 year CIP. It is located within this PUD to address this future need.

The School District and the Developer have an approved School Site Dedication Agreement. This agreement will be modified to reflect the site established with the Second Amendment to this PUD. The terms of the agreement will remain the same. Only the site specific and reversion sections of the agreement will be modified. This revised agreement will be approved by the Washoe County School District prior to certification of the Second Amendment by the City Council. Once the site is obtained and the school district chooses not to utilize the site, the terms of the Dedication Agreement shall apply. The land uses allowed in Village C of this PUD shall apply to this site if not used for a school. All future home buyers in the Bella Vista Ranch shall be required to sign a disclosure that states: students may not be zoned for the closest elementary, middle, or high school and may be bussed to the nearest school with capacity to accept new students.

G. Wetlands – Steamboat Creek Restoration

1. Wetlands

The delineation and protection of federally protected wetlands on this property have been items of primary interest in developing the Bella Vista PUD. A couple of areas of identified wetlands (WM1 and WM3) exist within and adjacent to the PUD (refer to **Figures 3** and **5**). Any enhancements within wetland areas must be consistent with the Final Wetland Mitigation Plan approved by the Corps of Engineers through an Individual Permit under Section 404 of the Clean Water Act and the City of Reno Wetlands and Stream Environment Protection Guidelines. Improvements and/or modifications to wetland areas within the Bella Vista Ranch PUD will conform to the final Wetland Mitigation Plan as described in the permit application included in the appendix.

2. Steamboat Creek Restoration –Project Description

a. Goal

The goal of the Steamboat Creek Restoration Plan is to combine as many attributes of the original historical stream environment as is currently possible. This project was able to combine flood control, creek relocation back to its original historical location, stream restoration and wetlands protection, enhancement, and mitigation, all within the same overall plan. The U.S. Army Corps of Engineers 404 Permit (refer to appendix C) combines all these attributes which must be considered as the entire project.

b. Objective

Several opportunities were identified to restore functions and values to wetlands and other waters of the United States within the project area. Based on these opportunities and preliminary coordination with the Corps of Engineers, the following planning objectives were established.

- 1) Provide for the restoration of Steamboat Creek consistent with the Steamboat Creek Restoration Plan. The alignment of the restored channel of Steamboat Creek shall approximate its original alignment.

- 2) All preserved and restored wetlands and other waters of the United States shall be located within contiguous open space corridors.
- 3) Restore wetlands along the eastern side of the valley in historic but drained hydric soils. They are located in a narrow band along the east side of the valley immediately adjacent to the delineated wet meadows (WM-1 and WM-3 noted in **Figures 3** and **5**).

c. Project Design

With this plan, Steamboat Creek will be realigned to parallel the south project boundary. It will capture the low and flood flows coming down Steamboat Creek, as well as those coming out of the wetland mitigation area in the northeast corner of Damonte Ranch. At the southern wet meadow WM3, the alignment of Steamboat Creek will turn north and follow the western edge of the central wet meadow to the northern border of the project area (refer to **Figure 3**).

This proposed alignment approximates the historic alignment of Steamboat Creek. This alignment provides for one continuous and contiguous open space corridor linking all the wetlands and drainages on Damonte Ranch with the wetlands and drainages on Bella Vista Ranch (refer to Section II, E).

H. Stormwater Management

1. Site Drainage

The site slopes to the north very gradually at a typical gradient of less than half a foot per hundred feet (0.5%). Currently, Steamboat Creek flows through the site and numerous small irrigation and return flow drainage ditches convey low flows over the site. In a major storm event, these ditches would be full and drainage would be by sheet flow generally to the north.

2. Flood Potential (Refer to Section II, C for details)

The current Federal Emergency Management Agency (FEMA) maps, dated September 30, 1994, indicate that the majority of the site is affected by the Zone A (100-year floodplain) from Steamboat Creek. The remainder of the site lies in Zone X (minimal flooding). A Conditional Letter of Map Revision (CLOMR) will be submitted to FEMA to remove the developable portions of the site from the 100-year floodplain by constructing flood control channels. Once the improvements are actually constructed and functional, the Master Developer will apply to FEMA for a Letter of Map Revision (LOMR), which would officially remove developable portions of the property from the 100-year floodplain.

3. Detention – Flood Storage (Refer to Section II, C for details)

The Flood Control Master Plan for the Bella Vista Ranch PUD, dated May 2005 included in the appendix, has, as one of its primary goals, to provide flood protection for the project. It also has to adhere to the floodplain management ordinances of the City of Reno and the Interim Policies adopted by the Regional Water Planning Commission. Channel and storm drain design will be in accordance with the City of Reno design standards and the Hydrological Criteria and Drainage Design Manual.

I. Police Protection

A police station or substation could be located on the 6-acre public facilities parcel of the Bella Vista Ranch should the City of Reno determine it is appropriate. (Refer to Section II, G for details).

II. DEVELOPMENT STANDARDS

A. Land Use

Table 1 shows the breakdown of the property amongst the various uses. **Figure 6** illustrates the approximate location of each of these uses. The uses include detached and attached single-family residential, public facilities, an elementary school, park, and open space. The total number of dwelling units listed for each village in Table 1 is approximate. The final lot count, up to a maximum of 1,700, will depend upon the configuration of each village as it is mapped over time by the Developer, or subsequent homebuilder. ("Parcel Developer") Refer to Section III, C for details.

**TABLE 1
LAND USE BREAKDOWN**

Land Use	Permitted/ Conditional Uses	Approx. Acres	Pct. of Total	Max. Dwelling Units	Max. Density Range du/ac
Single Family Residential – Village A	*1	87.5	24.0	500	5.7
Single Family Residential – Village B(Duets)	*2	44.6	12.3	350	10.0
Single Family Residential – Village C	*1	51.9	14.3	319	5.9
Single Family Residential – Village D	*1	81.9	22.5	500	6.1
Public Facilities	*2 & 3	6.0	1.6	N/A	N/A
Elementary School		8.0	2.2		
Neighborhood Park		14.24	4.1	N/A	N/A
Natural Open Space/Wetlands/Steamboat Creek		55.6	15.2	N/A	N/A
Major Streets – South Meadows and Veterans		14.0	3.8	N/A	N/A
Total		364.3	100%	1700	

*1 All Uses Permitted with or without a Special Use Permit in the SF-6 zone category per table 18.08-5 as amended with the following exceptions: list in appendix E.

*2 All Uses Permitted with or without a Special Use Permit in the SF-4 zone category per table 18.08-5 as amended with the following exceptions: list in appendix E.

*3 All Uses Permitted with or without a Special Use Permit in the PF zone category per table 18.08-6 as amended with the following exceptions: list in appendix F.

Table 1, above, also specifies the permitted uses in each village and the range of permitted residential densities. Refer to Section IV C for acceptable internal flexibility and variations in these proposed density ranges.

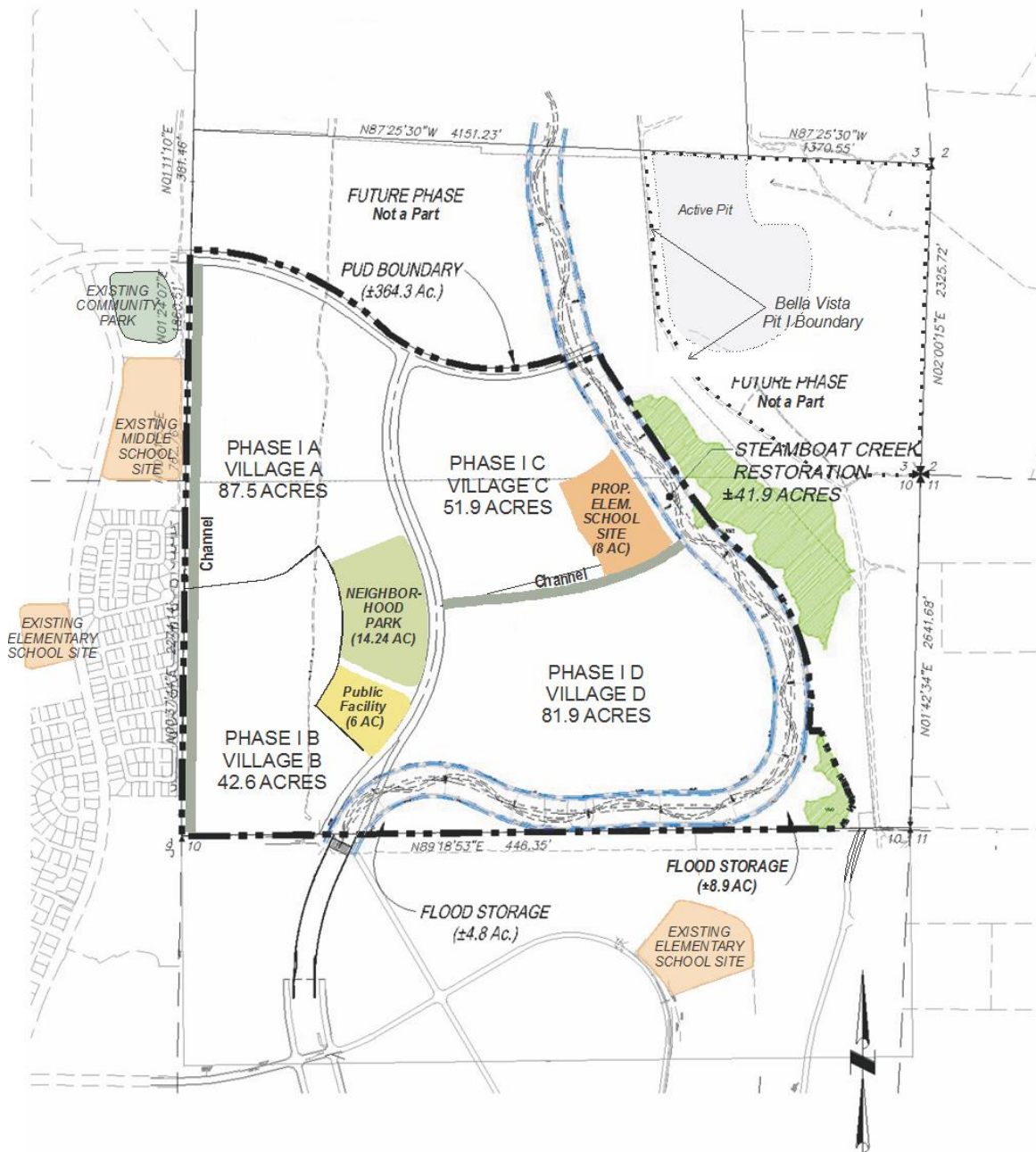


FIGURE 6
Land Use

B. Traffic and Circulation Plan

Per the Traffic Study performed by Solaegui Engineers in June 2005 (refer to appendix A on file with Community Development Dept.), the Bella Vista Ranch project is expected to generate 14,091 average daily trips with 1,200 trips occurring during the AM peak hour and 1,373 trips occurring during the PM peak hour. Traffic generated by the Bella Vista Ranch PUD will have some impact on the adjacent street network. The following improvements shall be made to mitigate project traffic impacts. All tentative map applications and final map submissions shall adhere to the recommendations in the Master Traffic Study and any updates or addenda thereto.

1. Required Traffic Improvements

- a. Required signing, striping or traffic control improvements shall comply with Nevada Department of Transportation and City of Reno requirements.
- b. A traffic signal shall be installed at the South Meadows Parkway/Double Diamond Parkway intersection when warranted, or prior to approval of the last final map, whichever comes first. This improvement shall be eligible for Regional Transportation Commission (RTC) Impact Fee Credit.
- c. When warranted prior to, or at the time of signal installation, the South Meadows Parkway/Double Diamond Parkway intersection shall be improved to include an exclusive right turn lane at the east South Meadows Parkway approach with a minimum of 275 feet of storage length. This improvement shall be eligible for Regional Transportation Commission Impact Fee Credit. Bi-annual traffic analysis will be required to determine when this turn lane will be warranted. The turn lane improvements shall be provided no later than the last Final Map.

2. Veterans Parkway – alternative alignment for Southeast Connector

Veterans Parkway will be constructed initially as a four-lane arterial. An additional 11 feet on either side will be dedicated to allow for widening to a six-lane facility. (Refer to **Figure 7**).

3. Intersection Spacing

a. Veterans Parkway

The on-site residential collector streets and local streets intersecting Veterans Parkway shall meet Regional Transportation Commission spacing requirements for moderate access control arterials. Should Veterans Parkway be designated as the Southeast Connector, then high access control standards shall be imposed, and turning movement restrictions may be imposed at Intersection A (refer to **Figure 7**). An addendum to the Traffic Report will be submitted with the first Tentative Map to determine intersection design.

b. South Meadows Parkway

The on-site residential collector streets and local streets intersecting South Meadows Parkway shall meet Regional Transportation Commission (RTC) spacing requirements for moderate access control arterials (refer to **Figure 7**).

c. South Meadows Parkway Extension to Future Rio Wrangler Parkway

The on-site South Meadows Extension to future Rio Wrangler shall meet Regional Transportation Commission (RTC) spacing requirements for moderate access control arterials (refer to **Figure 7**). Traffic volumes projected in the Solaegui Engineering traffic study for the Phase II PUD indicate that turning movements at intersection B may be restricted. An addendum Traffic Report will be submitted with the Tentative Map to determine intersection design.

4. Street Design Standards

Refer to Section III, A for specific design standards for the above noted roadways.

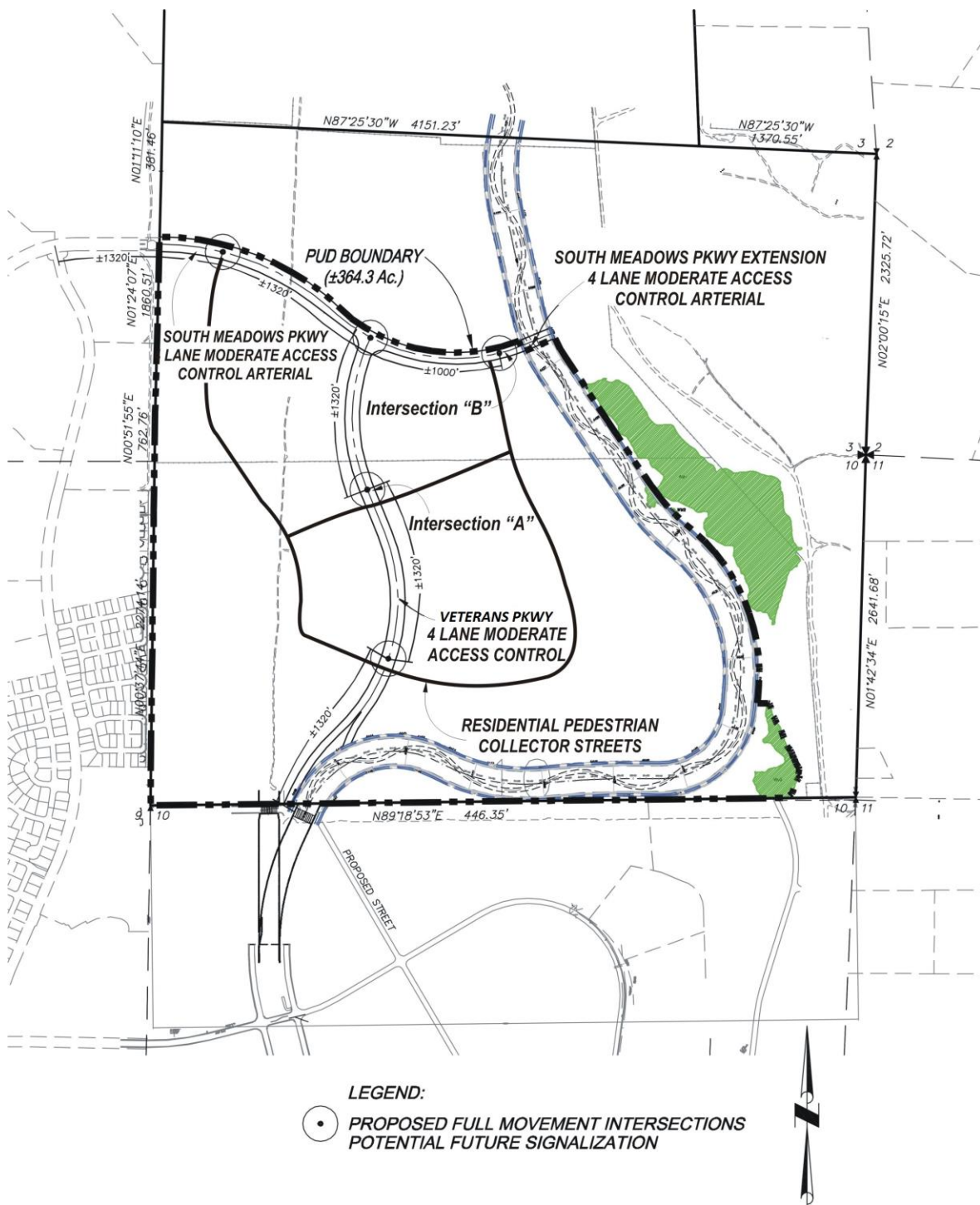


FIGURE 7
Circulation Plan

C. Stormwater Management

1. Site Drainage

The City of Reno Public Works Design Manual and the standard details for Public Works shall be the design standards for on-site storm drainage system designs and construction. All on-site stormwater management and drainage improvements shall adhere to the Flood Control Master Plan and all updates or addenda thereto.

2. Floodplain Mitigation

The Flood Control Master Plan prepared by QuadKnopf Consulting, dated May 2005 specifies how the 100-year floodplain will be mitigated (refer to appendix B on file with the Community Development Department). In summary, the flood control plan proposes to remove the developable portions of the site from the 100-year floodplain by constructing a major flood control channel referred to as the Steamboat Creek Natural Corridor (SCNC). All floodplain mitigations shall adhere to the Flood Control master Plan and all updates or addenda thereto.

a. Timing and Implementation

As noted in the QuadKnopf study, the following steps are necessary to remove the project from the 100-year floodplain.

- 1) Approval from the Corps of Engineers of the 404 Permit.
- 2) Preparation of and submittal to the City of Reno and then to FEMA of the plan and report for a Conditional Letter of Map Revision (CLOMR) will be required prior to recordation of the first subdivision final map.
- 3) Approval of the CLOMR prior to issuance of the first certificate of occupancy will be required.
- 4) Certification of improvements constructed and submittal of the request for Letter of Map Revision (LOMR) shall be required after channel construction completion, and prior to certificate of occupancy for the 425th unit.
- 5) Approval of LOMR by FEMA shall be required prior to recordation of the 850th Final Map Lot.

3. Detention – Flood Storage

The Flood Control Master Plan performed by QuadKnopf Consulting, dated May 2005 specifies how the detention, flood storage issues are to be addressed for the Bella Vista Ranch PUD (refer to appendix B). All flood storage and detention improvements shall adhere to the Flood Control Master Plan and all updates or addenda thereto.

D. Pedestrian & Bicycle Trails and Sidewalks

1. General

Trails will be provided within the Bella Vista Ranch in accordance with **Figure 8**. Sidewalks and bike lanes will be provided on both sides of the arterial roadways. A trail will be provided along the western boundary of the project, along the Steamboat Creek Restoration Corridor, and along the east/west drainage corridor between Villages C & D. The arterial roadway sidewalks will connect to the trails in the Southeast Truckee Meadows Specific Plan area to the south. The parkway trails will also connect to the Steamboat Creek Corridor and the community park in the Double Diamond Ranch to the west (refer to **Figure 8**). The residential/pedestrian collector and local pedestrian street sidewalks will provide internal connection from villages to trails noted above.

2. Trailhead

A trailhead with parking for +/-20 cars will be provided to allow for access to the trail through the Steamboat Creek restoration Corridor. It will be constructed with the adjacent residential subdivision. A second trailhead will be constructed at the far north end of the future phase of the PUD. (Refer to Figure 8)

3. Design Standards

The following standards will apply to the path/trail network for non-motorized traffic in the Bella Vista Ranch PUD.

**TABLE 2
PATH TRAIL STANDARDS**

Path/Trail Type	Tread Width	Surface	Maximum
Pedestrian	4' – 5'	Concrete or Asphalt	5%
Pedestrian/Bicycle	8'	Concrete or Asphalt	15% max

4. Timing and Implementation

- a) The preliminary design for all pedestrian and bicycle trails and sidewalks shall be submitted with each Tentative Map.
- b) The final design for all pedestrian and bicycle trails and sidewalks shall be submitted, approved and bonded with each Final Map for the trails and sidewalks adjacent to the Final Map Lots.
- c) The final design for all pedestrian and bicycle trails and sidewalks adjacent to arterial roadways shall be submitted, approved and bonded with each Right of Way Dedication Map for the trails and sidewalks adjacent to the segment of roadway being dedicated.

d) Construction of all pedestrian and bicycle trails and sidewalks shall occur with construction of the adjacent roadway or subdivision, and be completed prior to final acceptance by the city of the roadway or the last certificate of occupancy in the adjacent residential subdivision as applicable. It is the developer's (master developer) ultimate responsibility to require all pathways to be constructed.

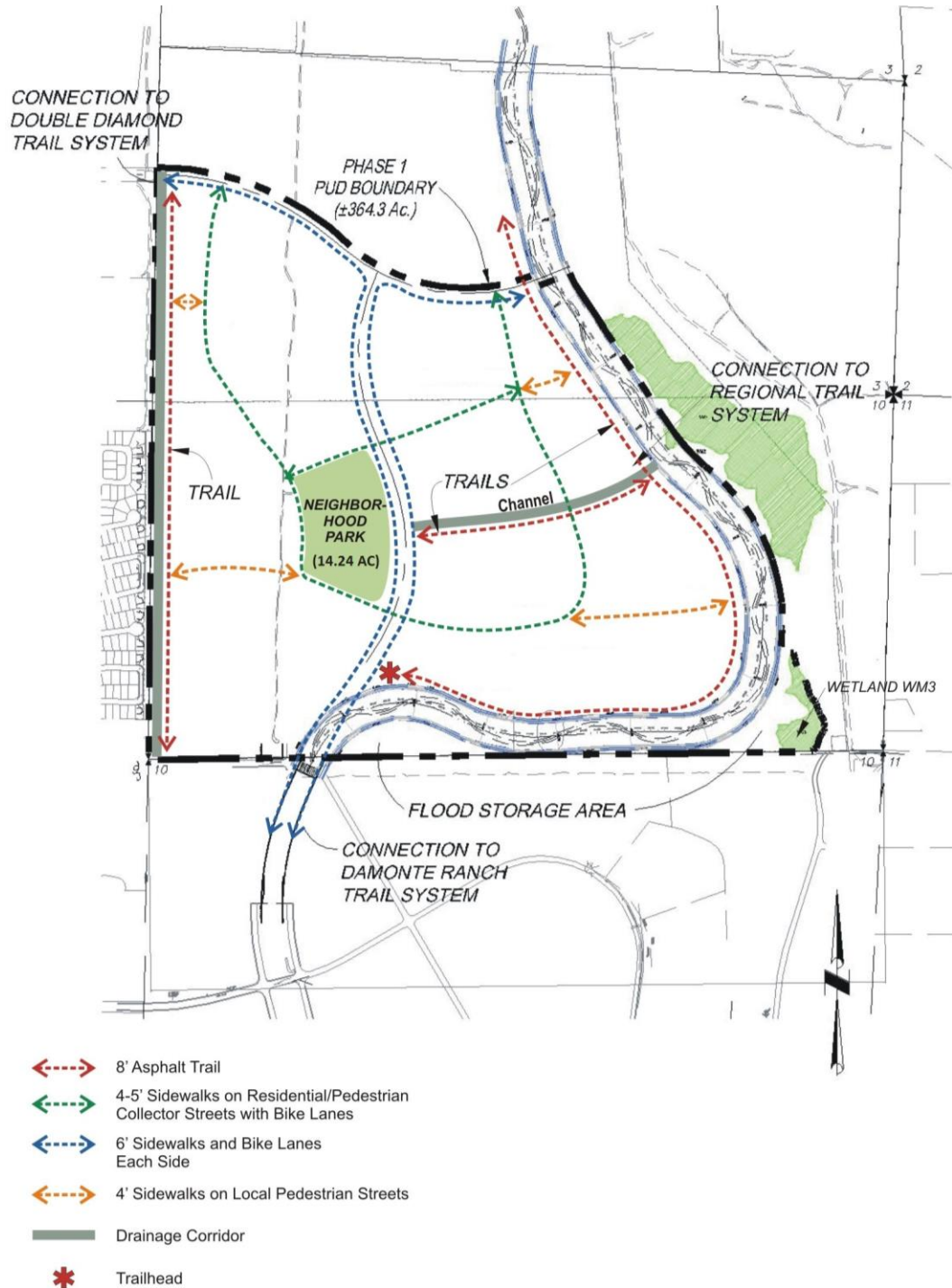


FIGURE 8
Trail & Sidewalk Plan

E. Steamboat Creek Restoration

1. Project Design – Steamboat Creek Realignment

The Bella Vista Ranch land use plan (refer to *Figures 2 and 3*) shows the location of the restored and preserved wetlands in relation to the overall project. With this plan, Steamboat Creek will be realigned to parallel the south project boundary. It will capture the low and flood flows coming down Steamboat Creek as well as those coming out of the wetland mitigation area (WM3) in the northeast corner of the Damonte Ranch. At the southern wet meadow (WM3) the alignment of Steamboat Creek will turn north and follow the western edge of the central wet meadow (WM1) to the northern border of the project area. All Steamboat Creek Restoration design shall adhere to the Flood Control master Plan and all updates or addenda thereto. (Refer to Appendix B)

This proposed alignment approximates the historic alignment of Steamboat Creek. This alignment provides for one continuous and contiguous open space corridor linking all the wetlands and drainages on Damonte Ranch with the wetlands and drainages on Bella Vista Ranch. This will preserve the current extent of the central wet meadow and promote additional wetland restoration in an area containing previously drained hydric soils.

2. Proposed Mitigation Measures – Design

The following is a summary abstract of the detailed 404 permit application included in appendix C on file with the Community Development Department.

The Steamboat Creek Restoration Plan (SCRP) restoration alternative selected for this project, following coordination with the Corps of Engineers, was the second alternative (restore Steamboat Creek to its approximate original alignment) using a C5 type channel as the model for the restored channel.

Figures 9 through 11 show the proposed restored channel of Steamboat Creek in plan and typical cross-section views.

The Steamboat Creek Natural Corridor (SCNC) will begin at a point east of the point where Steamboat Creek currently enters the project area. The SCNC will follow the southern boundary of the project area to a point due west of WM1. The SCNC will then turn north and parallel the eastern project boundary to the northern boundary of the project area. The SCNC will average 250 feet in width. The total area of the SCNC will be approximately 55.6 acres. The SCNC has been designed to accommodate the estimated post-project 100-year storm event.

The restored channel of Steamboat Creek will be C5 type channel that will meander within the SCNC. The low water channel has been designed to carry the estimated average summer flow of Steamboat Creek. This is the estimated amount of water that normally flows in Steamboat Creek during the summer irrigation season. The total length of the low flow channel will be approximately 7,700 feet. It will have an average width of 30 feet and an average depth of one foot. The total area of low flow channel will be approximately 5.3 acres.

The restored channel of Steamboat Creek has been designed so that there will be wetlands located on the point bars occurring at the inside of the meanders. The wetlands will be located on low terraces that are slightly higher than the bed of the low flow channel. The point bar wetlands are designed so that they are at or above the summer low flow elevation but below the estimated average annual high water elevation. Approximately four acres of wetlands will be constructed.

In addition to the U.S. Army Corps of Engineers 404 permit, all analysis and design for the Steamboat Creek Restoration shall meet the City of Reno approval. The city reserves the right to request additional information including environmental, biological, chemical, or geomorphological analysis prior to project approval and permitting.

3. Wetlands

Several areas of identified wetlands exist within and adjacent to the project. Any modifications or enhancements within wetland areas must be consistent with the Final Wetland Mitigation Plan approved by the Corps of Engineers through an individual permit under Section 404 of the Clean Water Act and the City of Reno Wetlands and Stream Environment Protection Guidelines. The proposed wetland mitigation plan prepared by Gibson & Skordal, Wetlands Consultants dated February 2005, is located in appendix C and includes additional details regarding the mitigation plan.

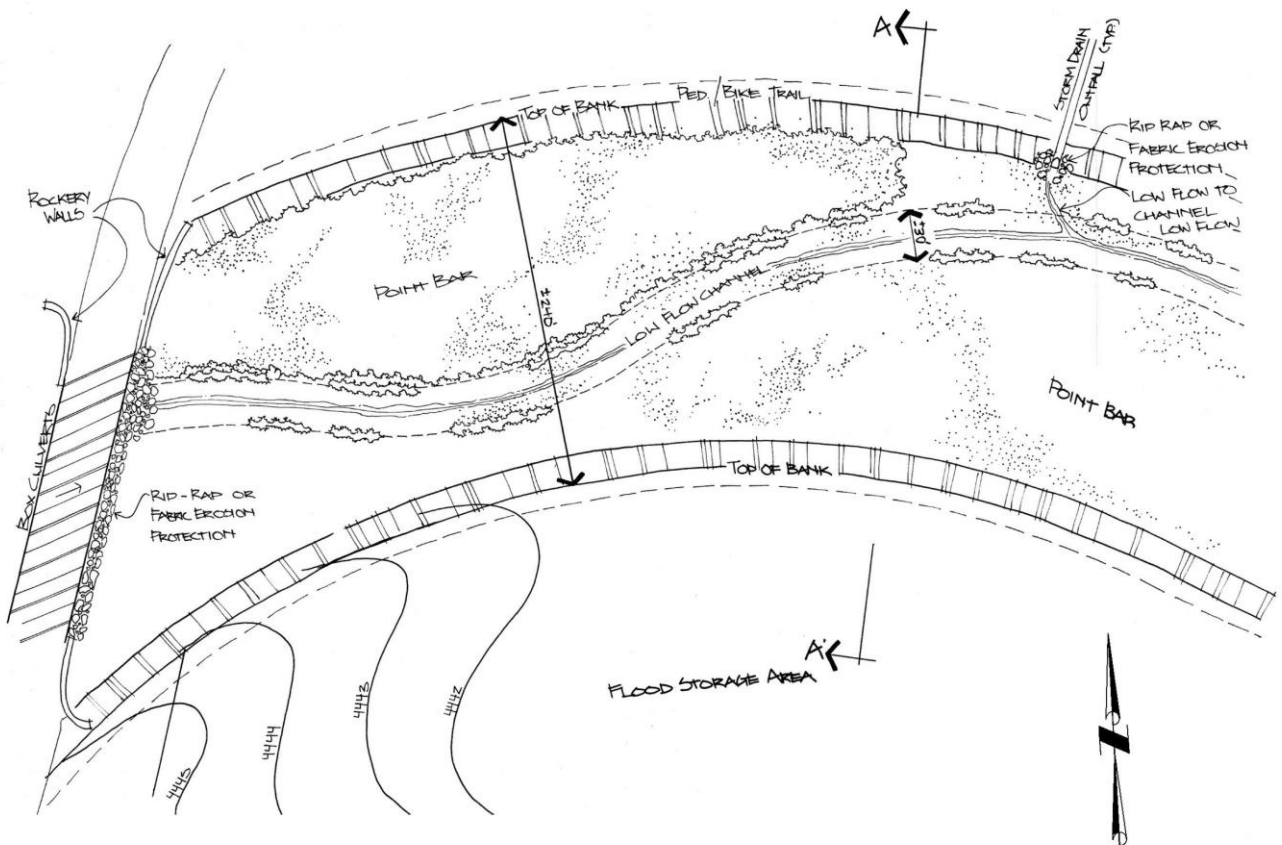


FIGURE 9
Channel Restoration Plan View

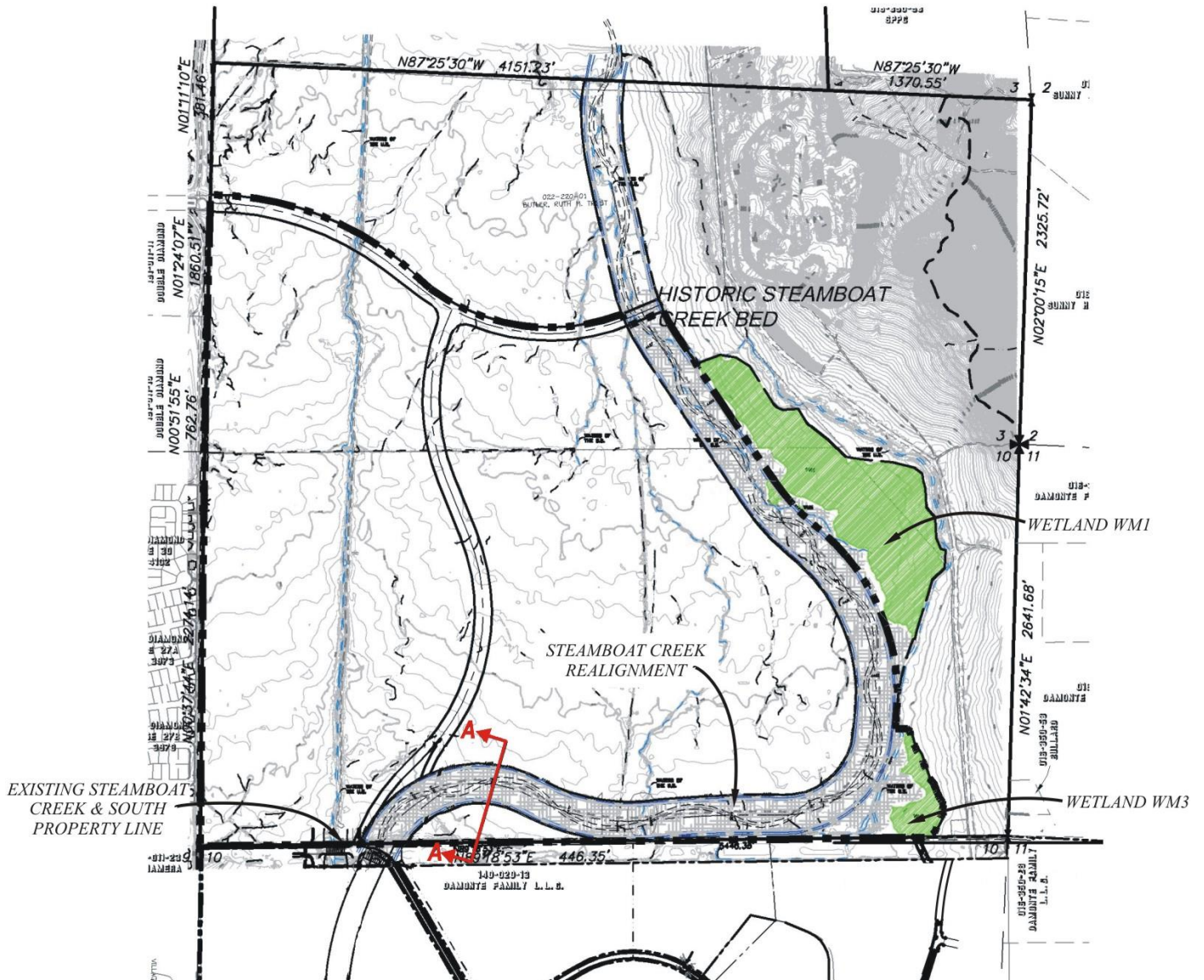
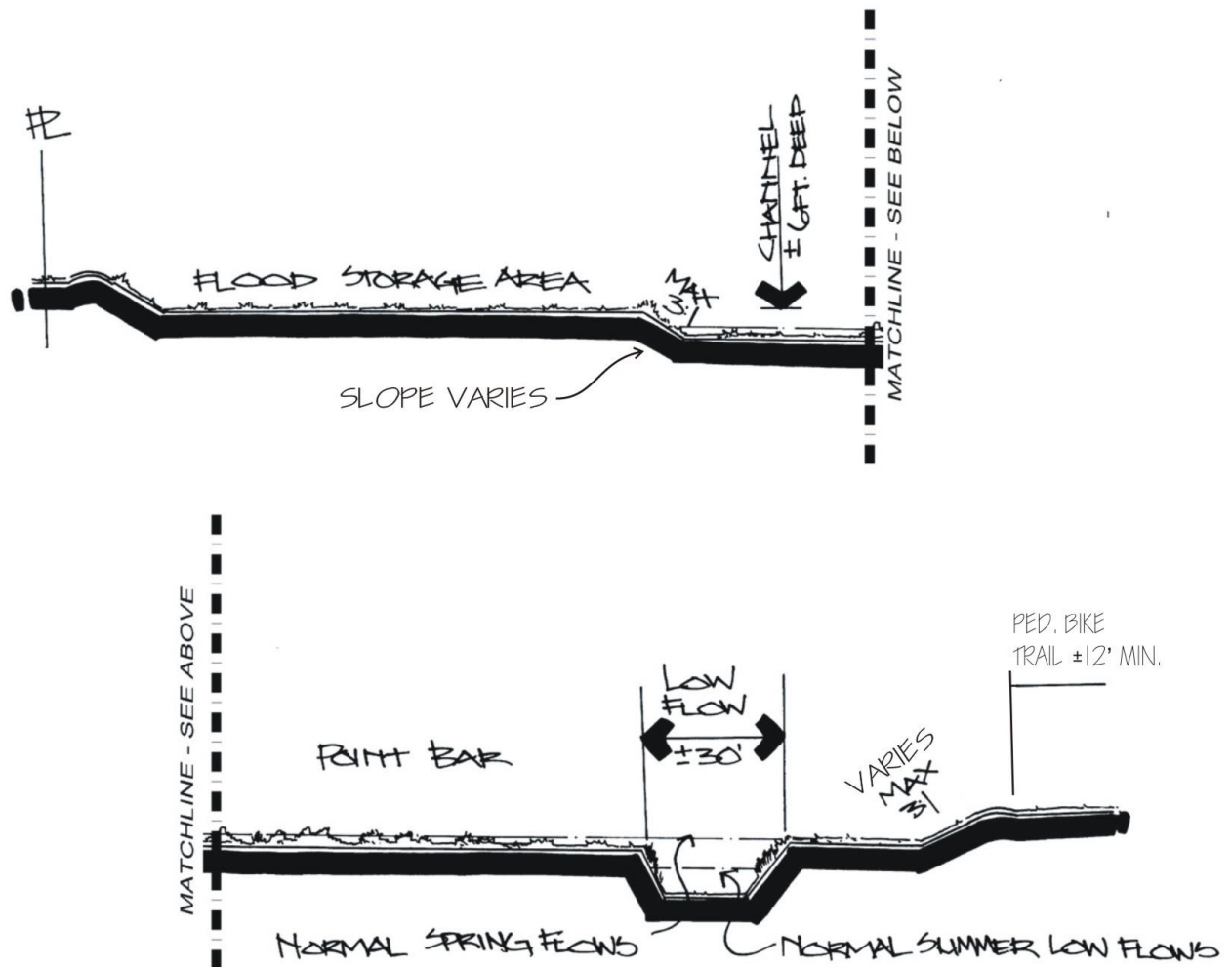


FIGURE 10
Cross Section Location Map



Note: Final creek cross sections shall adhere to the Flood Control Master Plan and all updates and addenda thereto.

FIGURE 11
Section AA (Typical Cross Section)

4. Timing and Implementation

a. Following approval of the first Tentative Map and approval by the Corps of Engineers of 404 Permit, final improvement plans will be submitted with mass grading plans for building permits.

b. Following City of Reno approval of mass grading and Steamboat Creek relocation plans, the construction of the SCNC will be initiated prior to or concurrent with initiation of construction activities for the project.

c. The SCNC will be constructed “in the dry” to minimize temporary degradation of water quality from construction activities. Construction of the entire SCNC including the restored stream channel with its adjacent wetlands will be completed prior to routing the water of Steamboat Creek into the restored channel.

d. All of the topsoil within the alignment of the SCNC will be excavated to an approximate depth of 0.75 foot. The salvaged topsoil will be stockpiled separately from other excavated material. The corridor will then be excavated to its approximate finish contours minus ± 0.75 foot. The salvaged topsoil will then be applied evenly across the corridor and finish graded.

e. The salvaged and reapplied topsoil will be the primary source of inoculum for revegetation of the creek, adjacent wetlands and floodplain. The area from which the soil is being salvaged was flood irrigated for many years and contains the seeds, roots, and rhizomes of many hydrophytes. It is anticipated that use of this topsoil will be the most efficient method of revegetation of the SCNC.

f. Once construction has been completed and Steamboat Creek rerouted, all disturbed areas within the SCNC will be irrigated by sprinklers to facilitate rapid germination of seeds and generation of root growth. This irrigation will continue until the end of growing season (\pm the end of November). Thereafter, irrigation will not be used.

g. A weed abatement and vegetation maintenance program is established as part of the U.S. Corp of Engineers 404 Permit application. (Refer to appendix C)

F. Infrastructure Phasing

The following represents the Developer’s anticipated timing for the construction of the major backbone infrastructure. It is based on current market conditions and anticipated construction seasons, both of which could change over time.

1. 2005 – 3rd and 4th Quarter

a. Major channels and mass grading

Following approval of the first Tentative Map and certification of the PUD Design Handbook, final improvement plans for the SCNC, mass grading, east/west channel and detention facility and a portion of the west side channel will be submitted for review along with all necessary parcel maps and easements (refer to Section II, E, 4 for additional details).

b. Arterial Roadways

Following approval of the first Tentative Map and certification of the PUD Design Handbook, final improvement plans will be submitted for review for all of South Meadows Parkway, the first phase of Veterans Parkway, and the first phase of South Meadows Extension to Rio Wrangler (refer to **Figure 12**). All necessary R.O.W. dedication maps and easements will be included with the submittal. Adjacent landscape corridor final improvement plans will also be included.

Construction of the first phase of Arterial Roadways will occur after approval of the plans and bonding for the improvements.

c. Sanitary Sewer Trunk Lines

Following approval of the first Tentative Map and certification of the PUD Design Handbook, final improvement plans will be submitted for review of the first phase of the sanitary sewer system (refer to **Figure 12**). All necessary easements will be included.

Construction of the first phase of the sanitary sewer will start after approval of the plans and bonding for the improvements.

d. Water Main- Washoe County Water Resources

Following approval of the first tentative map and certification of the PUD design handbook, final improvement plans will be submitted for review of the offsite water main construction to the Longley Lane Water Treatment Plant (refer to **Figure 12**).

2. 2006 – 3rd and 4th Quarter

a. Arterial Roadways

Final improvement plans will be submitted with adjacent subdivision final maps for review of the second phase of Veterans Parkway and the second phase of the South Meadows Extension to Rio Wrangler (refer to **Figure 12**). All necessary R.O.W. dedication maps and easements will be included with the submittal. Adjacent landscape corridor final improvement plans will also be included. Construction of the second phase of arterial roadways will occur after approval of the plans and bonding for the improvements. Actual construction of these two segments may be timed to occur with construction of the road segments from the south, and to the east.

b. Sanitary Sewer Trunk Lines

Final improvement plans will be submitted for review of the second phase of the sanitary sewer system (refer to **Figure 12**). All necessary easements will be included with the submittal.

Construction of the second phase of the sanitary sewer system will start after approval of the plans and bonding for the improvements.

3. On-site Improvements

On-site public improvements to service individual lots such as, sanitary sewer, water, storm drain, gas, electric and phone shall be constructed with each residential subdivision.

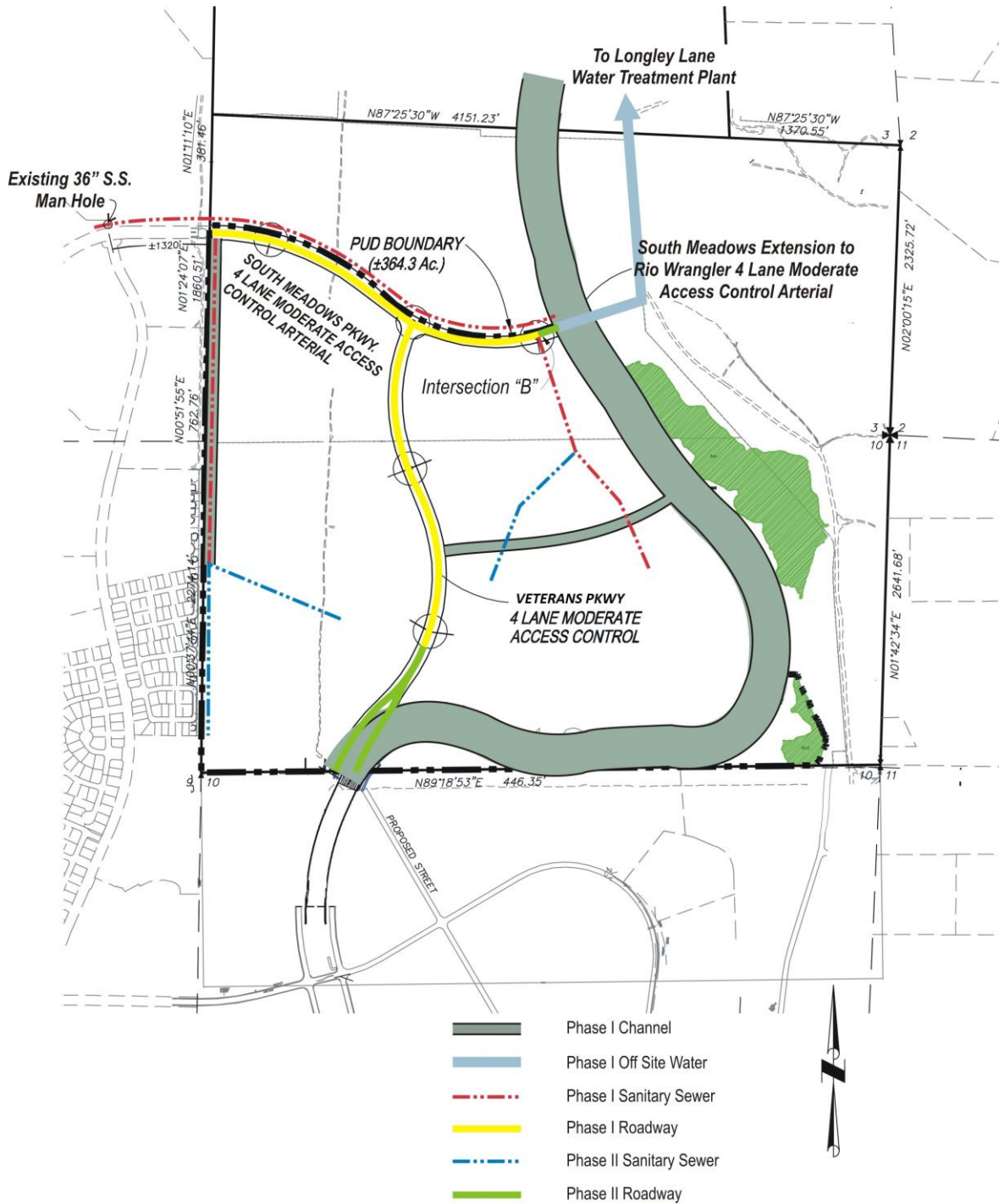


FIGURE 12
Major Infrastructure Phasing

G. Public Safety

1. Police Protection

A police station or sub-station could be located on the 6-acre public facilities parcel of the Bella Vista Ranch should the City of Reno determine it is appropriate. (refer to Section II, G for details).

2. Public Facility Site

The Developer and the City previously executed a Fire Station Development Agreement and are in the process of revising it to reflect current market conditions and the future needs of the fire department. This revised agreement will be called the First Amended Public Facility Site Agreement and will include this PUD as well as the Bella Vista Ranch Phase II PUD to the east.

This revised First Amended Public Facility Site Agreement may identify an alternative site for the fire station that is outside of the Bella Vista Ranch, which the Master Developer would agree to fund pursuant to the terms of the First Amended Public Facility Agreement. This funding would be through a per-household and non-residential square foot fee to be collected at building permit. This revised First Amended Public Facility Site Agreement is included as Appendix K of this PUD handbook. At a later date, the City may re-zone or sell all or a portion of the public facility site should the City decide a fire station is not necessary on this site. The City may also allow other public uses on this site. Such changes in use or sale relating to the public facility site are in the sole discretion of the City. Should this site not be used for public facilities, the uses permitted in Village B shall be allowed.

a. Fee established for PUD

The fee noted above shall be paid into a dedicated account for this purpose prior to approval of each building permit for this PUD, as specified in the First Amended Public Facility Site Agreement.

b. Design requirements

The First Amended Public Facility Site Agreement shall determine the specific design requirements for the station if the subject Agreement calls for the fire station to be located in Bella Vista

c. Timing and Implementation

Completion of the First Amended Public Facility Site Agreement and approval by the Reno City Council prior to or simultaneously with the certification of the Bella Vista Phase II PUD Handbook..

H. Maintenance

1. General

The Bella Vista Ranch PUD will have Protective Covenants that address maintenance issues. Several areas within the Bella Vista Ranch PUD will be maintained by the Owners Association. Enforcement of activities will remain under the control of the Owners Association. These areas include parkways, open space areas and trails along drainage ways located outside of the public right-of-way. Project Protective Covenants will clearly define maintenance responsibilities of the Owners Association versus the responsibility of individual homeowners. Protective Covenants (CC&R's) will be recorded with the first

subdivision final map for Bella Vista Ranch PUD. All additional projects will be incorporated into the same set of CC&R's via an annexation and/or supplemental declaration process.

2. Owners Association

The Bella Vista Ranch PUD Owners Association (BVROA) and, if separate, the Bella Vista Ranch Drainage District (BVRDD) will be overseen by boards of directors. The boards will ultimately hire full-time professional managers, or a Management Company, and associated staff to maintain, develop, and operate common areas, including landscaped parkways and trails along drainage structures outside public rights-of-way. Several other duties will be performed by the Associations. BVROA duties include enforcement of the Protective Covenants; architectural/site improvement review and approval, purchase and maintenance of equipment, materials and supplies for maintenance purposes. These requirements and duties will be reflected in the master protective covenants recorded on the property prior to or concurrent with the first subdivision Final Map in Bella Vista. All additional projects will be incorporated into the same set of CC&R's via an annexation and/or supplemental declaration process.

The City of Reno shall not be responsible for maintenance of any common area improvements, storm drain channels, detention basins, other flood control facilities or the Steamboat Creek Restoration. The Owners Association or Drainage Maintenance District shall be responsible for maintenance of these facilities.

3. Drainage District

The Bella Vista Ranch PUD shall create and establish a Drainage Maintenance District called the Bella Vista Ranch Drainage District (BVRDD), which shall have the powers and duties to contract for design, construct and maintain drainage facilities throughout the Bella Vista Ranch PUD. This district shall be organized and legally instituted prior to or concurrent with the first subdivision Final Map or building permit proposing drainage or flood control improvements. All additional projects will be incorporated into the same BVRDD via an annexation and/or supplemental declaration process.

III. DESIGN STANDARDS

A. Street Standards

Streets within Bella Vista Ranch include arterials, residential/pedestrian collectors, and local streets. Arterials, and residential/pedestrian collectors streets are identified on **Figure 7**. Local streets and village entrances are defined as streets within individual villages and are not depicted on the Traffic and Circulation Figure.

1. Arterial Streets – South Meadows Parkway and Veterans Parkway.

The Developer will be responsible for construction of arterial streets and associated improvements, as specified in Section II F and illustrated in **Figure 12**.

a. Street Improvements

Arterial streets shall be improved with paving, curb, gutter, sidewalk, sound walls and landscaping in accordance with **Figures 13** and **14**. South Meadows Parkway will be constructed within the 114' right-of-way for six (6) travel lanes (four (4) initially) with the north 11' travel lane landscaped with initial construction of four (4) lanes. In the future the north 20' of landscape and sidewalk improvements will be provided when properties to the north and east are developed. (All retaining and sound walls shall be maintained by the HOA.)

b. Parking and/or Direct Residential Access

On street parking and/or direct residential driveway access is not permitted on arterial streets.

c. Sound Walls

Sound wall design and materials shall be in accordance with **Figure 15a**.

d. Intersection Entry Treatment

Intersections of arterials with designated village entrances, (**Figure 22**) shall be accented with natural rock veneer walls at all corners, ground cover, perennials, and evergreen trees per **Figure 23b**.

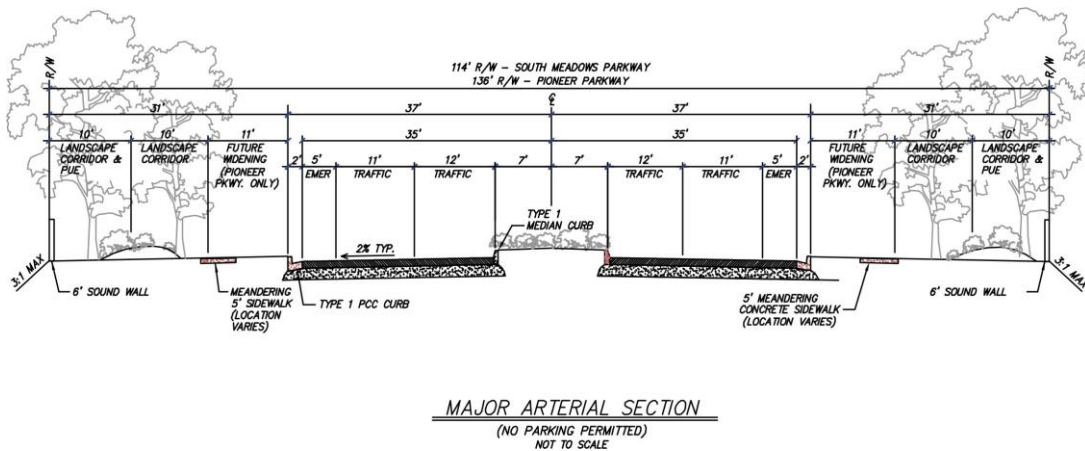
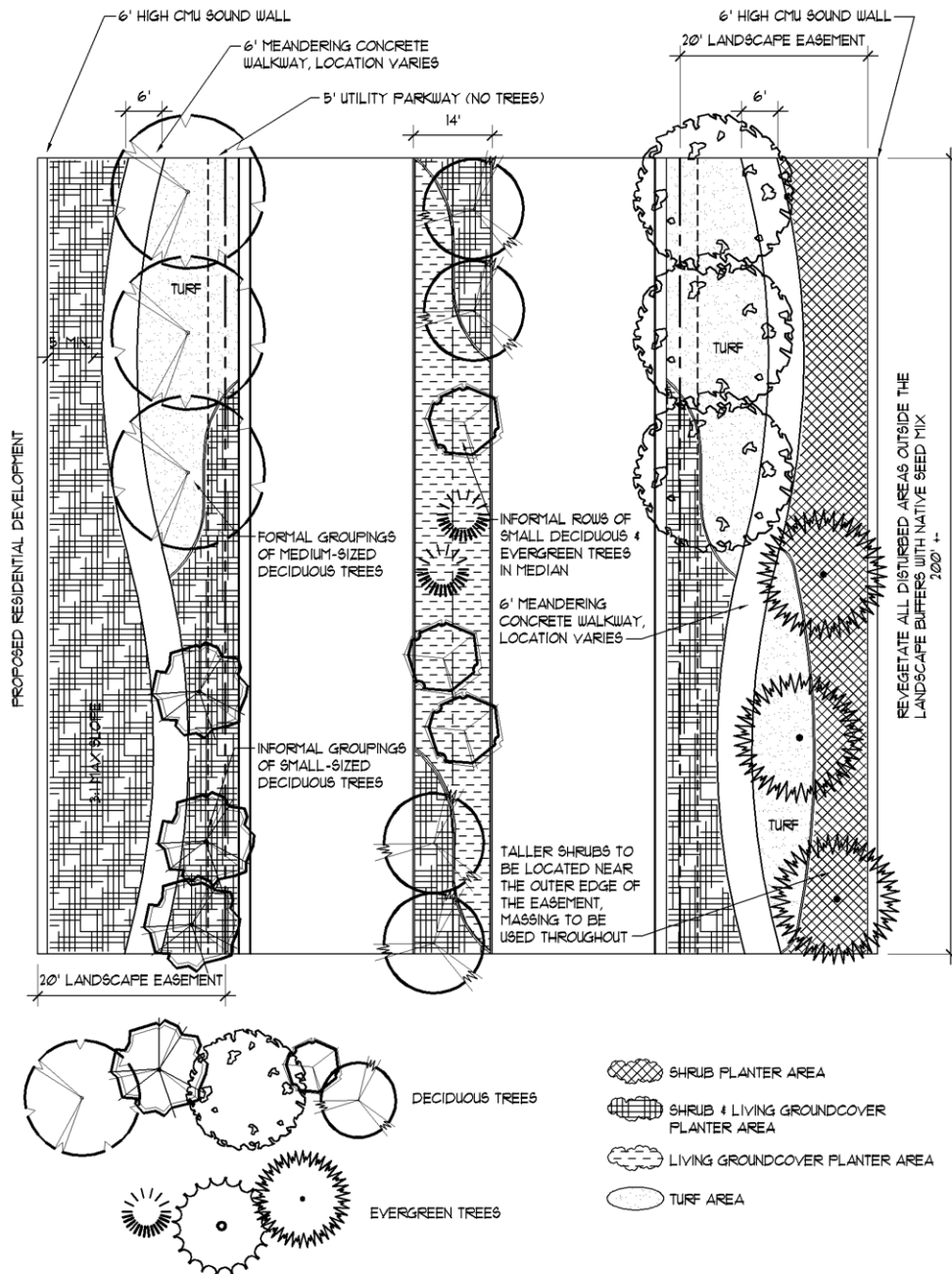


Figure 13
Arterial Street Section



NOTE: See Tables 3 & 4 for Standards

FIGURE 14
Veterans Parkway/South Meadows Parkway Streetscape

TABLE 3

**South Meadows Parkway & Veterans Parkway
(4000 S.F. TOTAL LANDSCAPE AREA PER 200 L.F.)***

Plant Materials	Quantity	Plant Size	Min. Tree Size	O.C.**
Trees	14 7 Deciduous 4 Evergreen 3 Evergreen		2.5" Deciduous 6' Evergreen 10' Evergreen	
Shrubs	40 50% = 2000 s.f.	40 @ 5 gal		8'
Living Groundcover	20 25% = 1000 s.f.	10 @ 5 gal 10 @ 1 gal		8' 6'
Turf	25% = 1000 s.f.			

* **NOTE:** Tree and plant quantities and spacing apply to each side of the street.

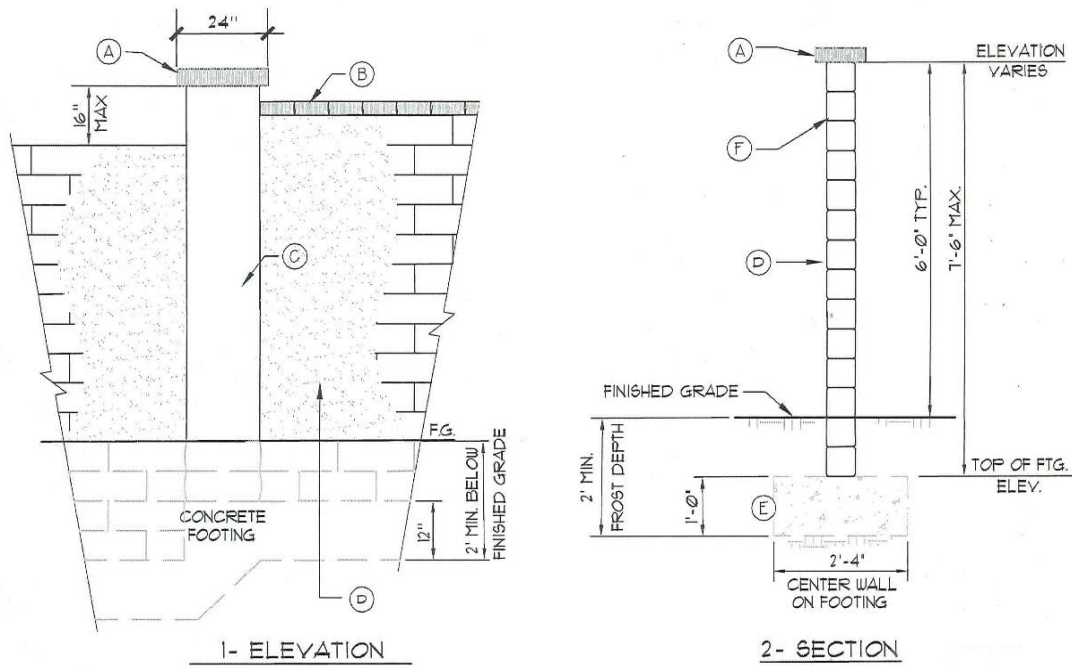
TABLE 4

**South Meadows Parkway / Veterans Parkway
Median (2,800 S.F. TOTAL LANDSCAPE AREA PER 200 L.F.)**

Plant Materials	Quantity	Plant Size	Min. Tree Size	O.C.**
Trees	9 6 Deciduous 2 Evergreen 1 Evergreen		2.5 Deciduous 6' Evergreen 10" Evergreen	
Shrub	20 50% = 1,400 s.f.	10 @ 5 gal 10 @ 1 gal		8' 6'
Living Groundcover	40 50% = 1,400 s.f.	40 @ 1 gal		6'

*NOTE: Tree and plant quantities and spacing apply to each side of the street.

**On center planting of shrubs and living ground covers is dependent on mature size of plant materials so that plants grow together and cover the ground area. These numbers represent an average and will be adjusted dependent on the species determined by Landscape Architect and Administrator



GENERAL NOTES

1. PILASTERS TO OCCUR AT APPROX. 150 FT ON CENTER AND/OR AT CHANGE IN WALL DIRECTIONS
2. CONTRACTORS SHALL SUBMIT FULL SIZED SAMPLES OF CAPS, VENEERS AND SPLIT FACE BLOCK FOR APPROVAL PRIOR TO CONSTRUCTION
3. FINISH GRADE ELEVATION AT THE BASE OF SOUND WALL SHALL NOT VARY MORE THAN 1 FOOT FROM SIDE TO SIDE (I. E. NO RETAINING ALLOWED.)

CONCRETE MASONRY UNIT NOTES

- A. PRE-CAST CONCRETE PILASTER CAP - "REGAL" OR EQUAL
- B. PRE-CAST CONCRETE WALL CAP - "REGAL" OR EQUAL
- C. STONE VENEER PILASTER - ELDORADO STONE FADED W/LUCERA HILLSTONE OR EQUAL
- D. SPLIT FACE BLOCK (BASALITE) - COLOR 101/102 OR EQUAL
- E. FOOTING - TO MEET STRUCTURAL ENGINEER REQUIREMENTS
- F. SPLIT FACE BLOCK AS SPECIFIED IN D OR EQUAL



FIGURE 15a
Masonry Sound Wall with Pilaster (Refer to Figure 15b for locations)

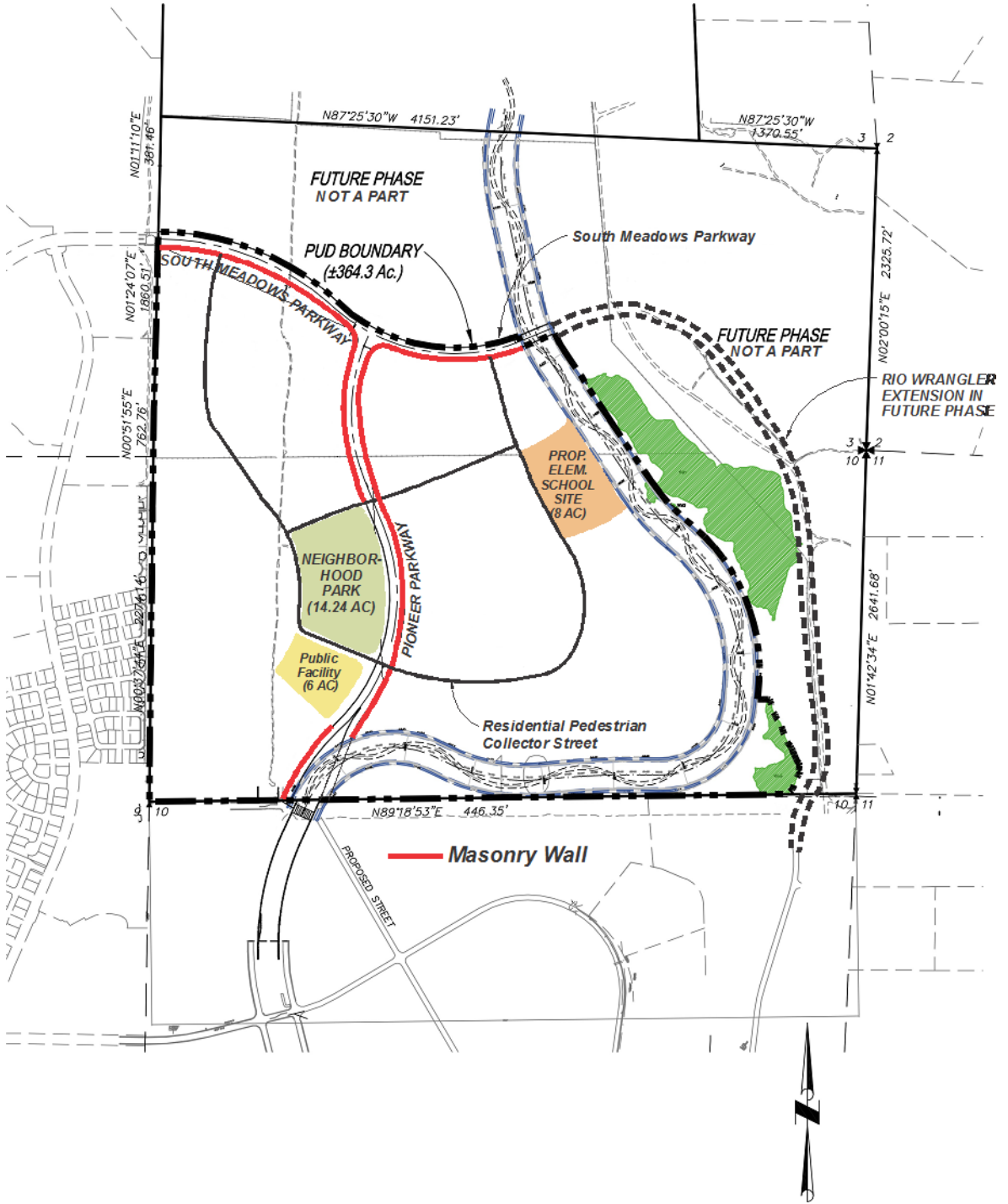


FIGURE 15b
Masonry Sound Wall Locations

e. Street Signs

All street signs, traffic signs and directional signs that control vehicular traffic along collector streets shall be standard City signs with standard posts. If decorative posts are used, the Owner's Association will be responsible for maintenance.

f. Utility Standards

Above ground utility appurtenances shall be screened from public view from all streets. Screening shall be accomplished with the use of berms, walls, fences, blending colors and/or vegetation. If fences or walls are used, materials shall be consistent with arterial and collector fencing and rock veneer walls.

Utility buildings and structures shall be designed to fit into the architectural character of the residential community. Utility appurtenances and buildings shall be located in planter areas and not in turf areas, where feasible.

g. Horizontal, Vertical and Pavement Section Design

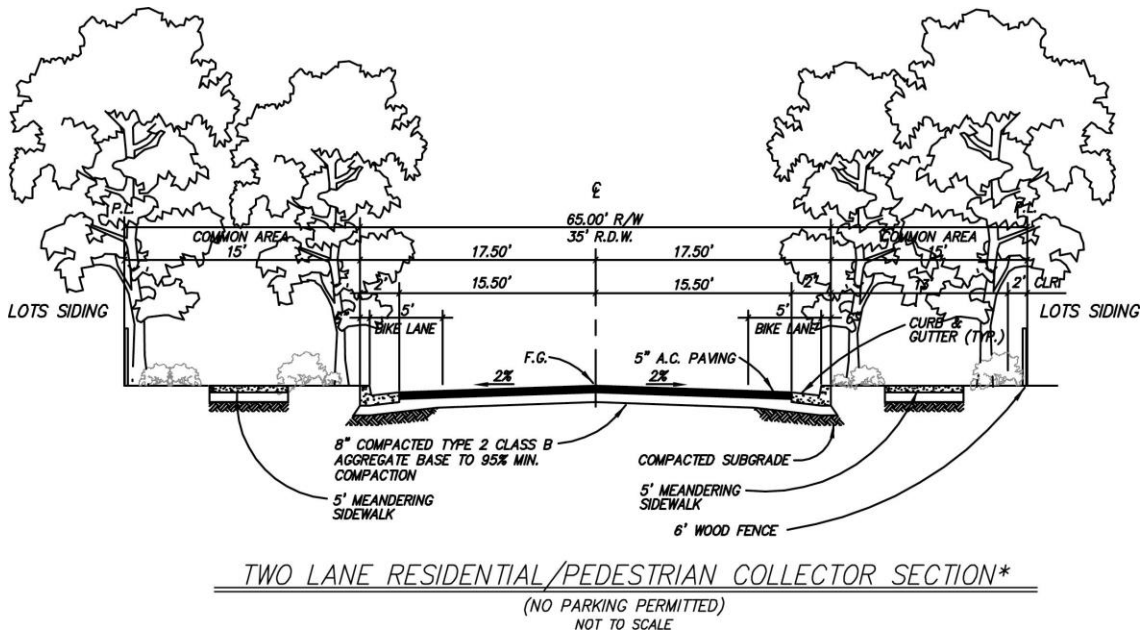
Design of arterial roadway shall be per the City of Reno Public Works Design Manual. The exception is intersection spacing, which shall be provided at ¼ mile intervals (refer to Section II, B).

2. Residential/Pedestrian Collector Street

Construction of residential/pedestrian collector streets and associated improvements will be provided by Developer or, at Developer's discretion, the builders of each individual abutting village (Refer to **Figure 7** for locations).

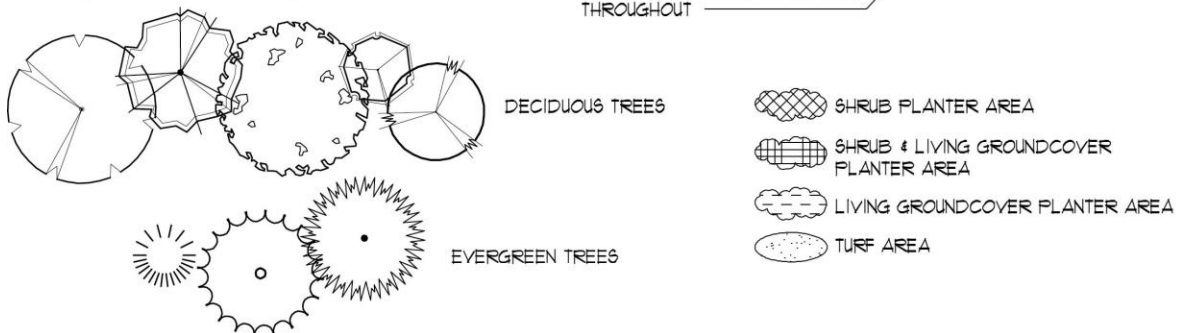
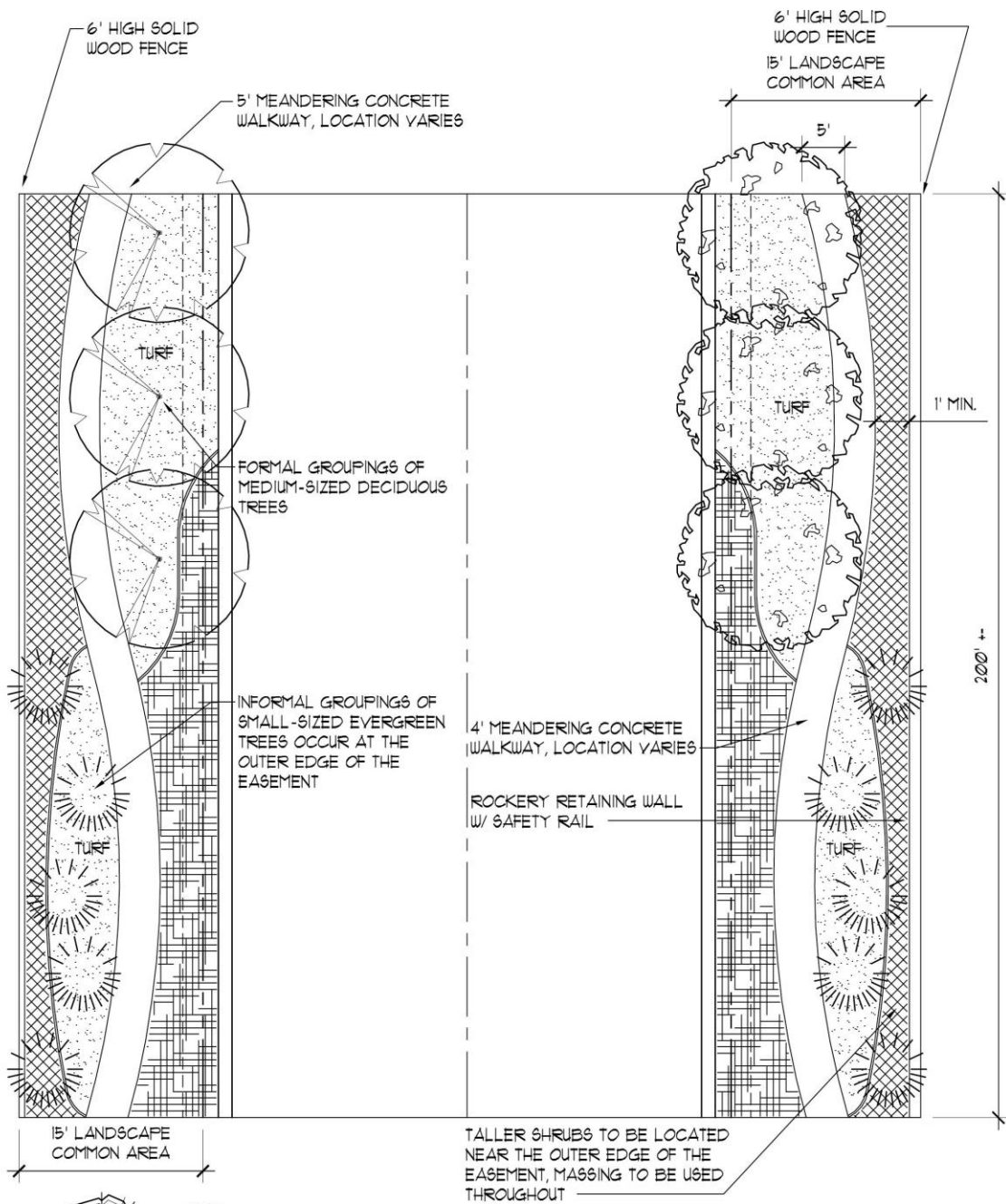
a. Street Improvements

Collector streets shall be improved with paving, curb, gutter, sidewalk, fencing and landscaping in accordance with **Figures 16 and 17**. All fencing along collectors shall be maintained by the HOA.



* Except when traffic volumes are projected to be less than 2,000 ADT, see sub-section b below.

FIGURE 16
Residential/Pedestrian Collector Streets



* NOTE: See Table 5 for Standards

FIGURE 17
RESIDENTIAL/PEDESTRIAN COLLECTOR STREETSCAPE

TABLE 5

**Residential/Pedestrian Collector Streets
(2000 S.F. TOTAL LANDSCAPE AREA PER 200 L.F.)**

Plant Materials	Quantity*	Plant Size	Min. Tree Size	O.C.**
Trees	8 4 Deciduous 2 Evergreen 2 Evergreen		2.5" Deciduous 6' Evergreen 10' evergreen	
Shrubs	15 35% = 700 s.f.	15 @ 5 gal		6'
Living Groundcover	25 35% = 700 s.f.	25 @ 1 gal		4'
Turf	Not to Exceed 30% = 600 s.f.			

* NOTE: Tree and plant quantities and spacing apply to each side of the street.

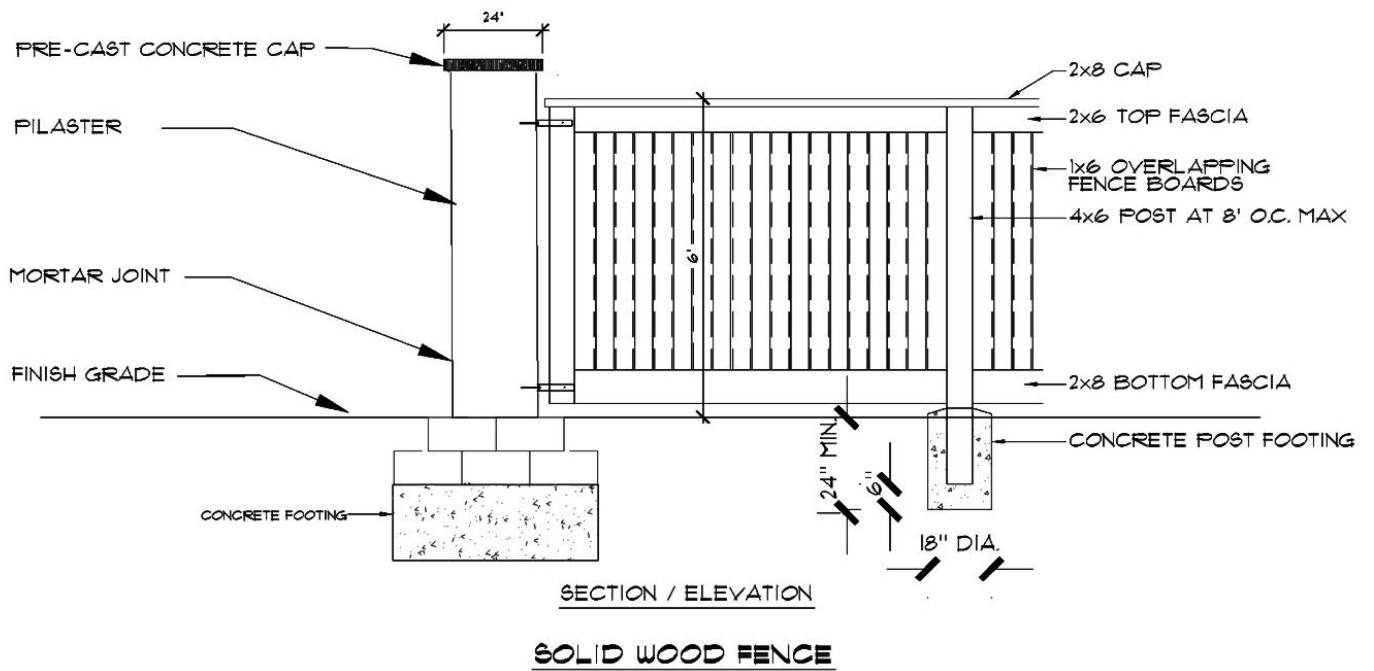
** On center planting of shrubs and living around ground covers is dependent on mature size of plant material so that plants will grow together and cover the ground area. These numbers represent an average and will be adjusted dependent on the species determined by Landscape Architect and Administrator.

b. Parking and/or Direct Access

On street parking and/or direct residential driveway access is not permitted on residential/pedestrian collector streets, except when traffic is projected to be less than 2,000 ADT. Modifications to the streets at village entrances, shall be in accordance with village entrance requirements outlined under Section III, A, Paragraph 4 ADT to be determined at the Tentative Map with an addendum to the Traffic Study.

c. Fencing

Solid fencing, six (6) feet in height shall be consistent throughout the entire Bella Vista Ranch in accordance with **Figure 18a**. When changes in elevations occur, fences shall be stepped in equal intervals, rather than sloped. Fencing along residential/pedestrian collector streets shall include pilasters, spaced a minimum of 60 feet.



NOTE: See Figure 18b for Typical Locations

FIGURE 18a
Residential/Pedestrian Collector Street Fence (Refer to Figure 18b for Locations)

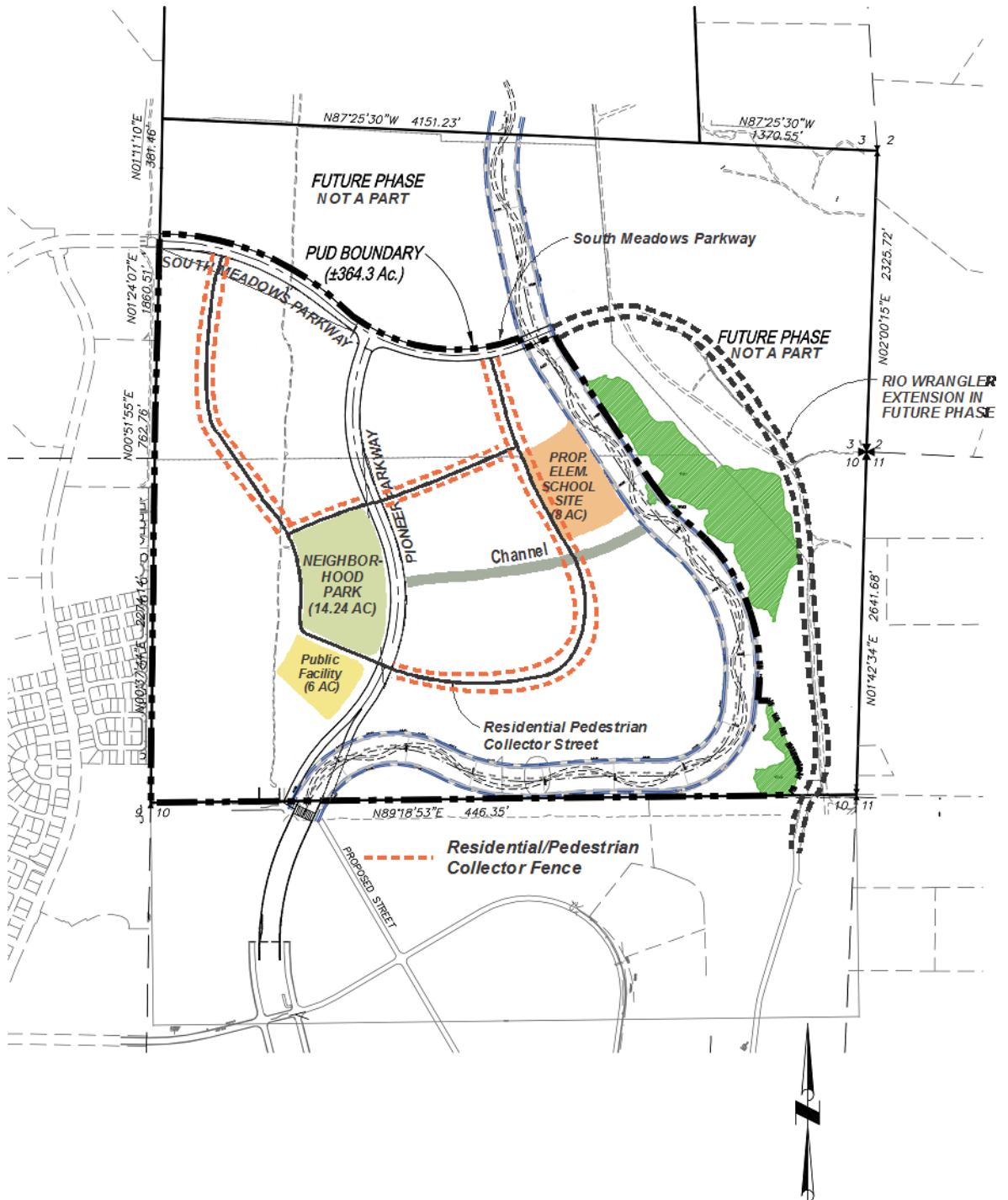


FIGURE 18b
Residential/Pedestrian Collector Street Fence Locations

d. Street Signs

All street signs, traffic signs and directional signs that control vehicular traffic along collector streets shall be standard City signs with standard posts. If decorative posts are used, the Owner's Association will be responsible for maintenance.

e. Utility Standards

Above ground utility appurtenances shall be screened from public view from all streets. Screening shall be accomplished with the use of berms, walls, fences, blending colors, and/or vegetation. If fences or walls are used, materials shall be consistent with standard right-of-way fencing and rock veneer walls.

f. Horizontal, Vertical and Pavement Section Design

Design of Residential/Pedestrian Collector Streets shall be per City of Reno Public Works Design Manual. The exceptions are:

- Intersection spacing, which shall be provided at 200 feet minimums.
- Design speeds shall be based on Low Speed Urban Street Design Criteria utilizing a 25 mph design speed.

3. Local Residential/Pedestrian and Local Streets

Local Residential/Pedestrian and local streets are defined as any street including project entry streets, cul-de-sacs and loop streets within an individual residential village. Local Residential/Pedestrian and local streets may be public or private, to be determined at the time of Tentative Map approval. Construction of local residential/pedestrian and local streets shall be provided by the builders of each individual village. Construction of village entrances will be provided by the Developer or at the Developer's discretion, the builders of each individual village.

a. Street Improvement

Residential/Pedestrian and local streets intended to be public streets shall be improved with paving, curb, gutter and sidewalk in accordance with **Figure 19**.

Alternate street sections including private streets or streets with landscaped parkways may be provided by the individual builder subject to approval by the Developer and the City of Reno at the time of tentative map review.

b. Parking and/or Direct Access

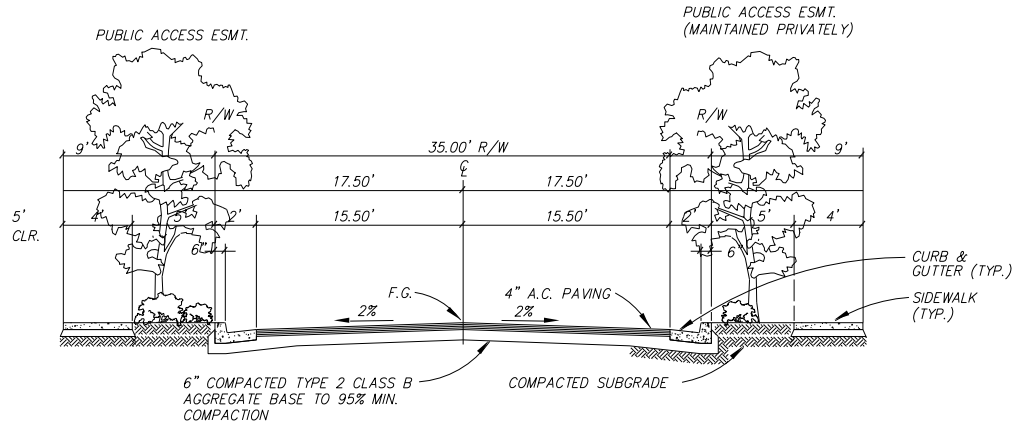
On street parking and/or direct residential driveway access within villages is permitted.

c. Sidewalk Connections

Sidewalks within villages shall be connected to sidewalks along arterial streets, collector streets and sidewalk trails within access easements to open space paths, as appropriate. The drainage corridor trail will cross the Residential/Pedestrian Collector street as noted in **Figure 21**. The City of Reno shall approve all connections with each tentative map.

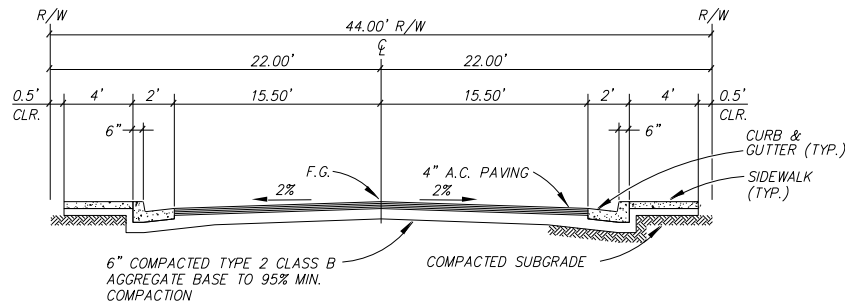
d. Fencing

Fencing adjacent to local residential/pedestrian and local streets shall comply with requirements outlined under Section III, C, 4.



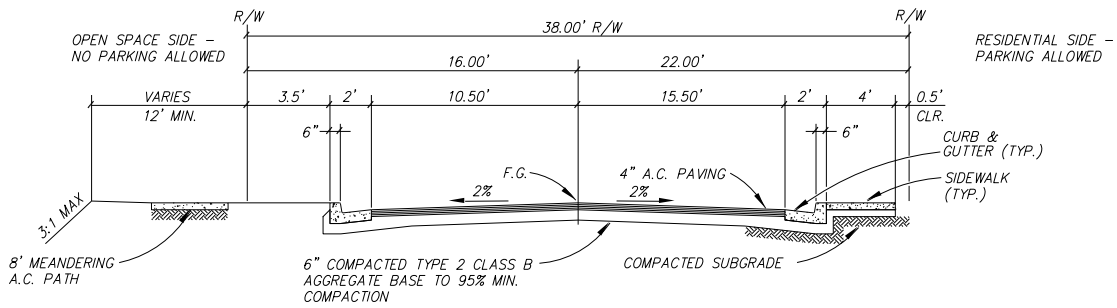
LOCAL RESIDENTIAL/PEDESTRIAN STREET SECTION

(PARKING BOTH SIDES)
NOT TO SCALE



LOCAL RESIDENTIAL STREET SECTION

(PARKING BOTH SIDES)
NOT TO SCALE



LOCAL RESIDENTIAL STREET SECTION

(ADJACENT TO OPEN SPACE - PARKING ONE SIDE ONLY)
NOT TO SCALE

FIGURE 19
Residential/Pedestrian Collector Street Landscape

e. Street Signs

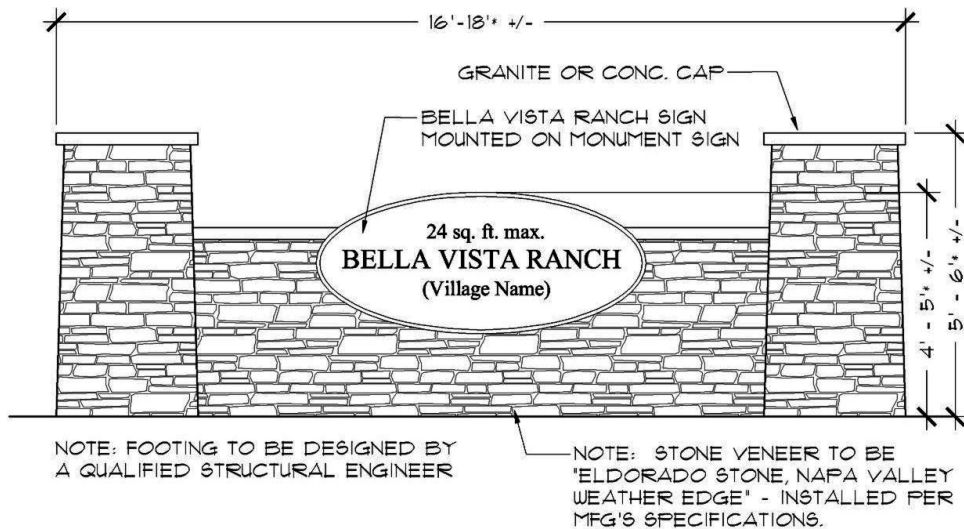
All street signs, traffic signs and directional signs that control vehicular traffic along local streets shall be standard City signs with standard posts. If decorative posts are used, the Owner's Association will be responsible for maintenance.

f. Intersection Treatment

Intersections of local streets shall not require special treatment. Only project entries illustrated in **Figure 23b** shall require special treatment.

4. Village Entrances

Entry monuments (refer to Figure 20) shall be provided on both sides of every major and village project entrance street refer to **Figure 22** for locations. The size and configuration of the entrance area requirements are outlined on **Figures 23a** and **23b**. (Refer to Table 6 for design standards)



ENTRY MONUMENT CONCEPT
*Major Entry Monument Shall Utilize the Larger Dimensions

FIGURE 20
Major and Village Entry Monument Concept

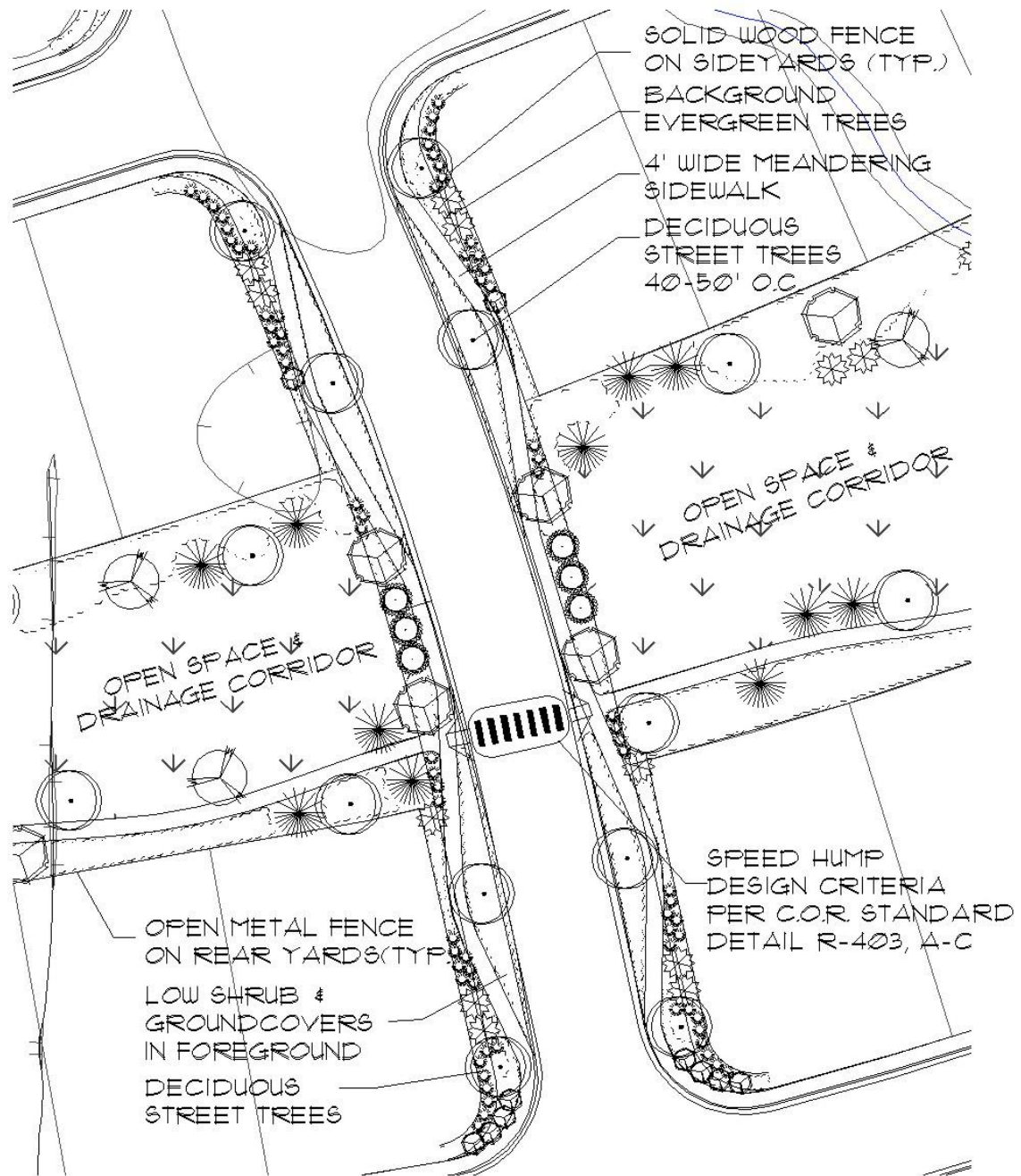
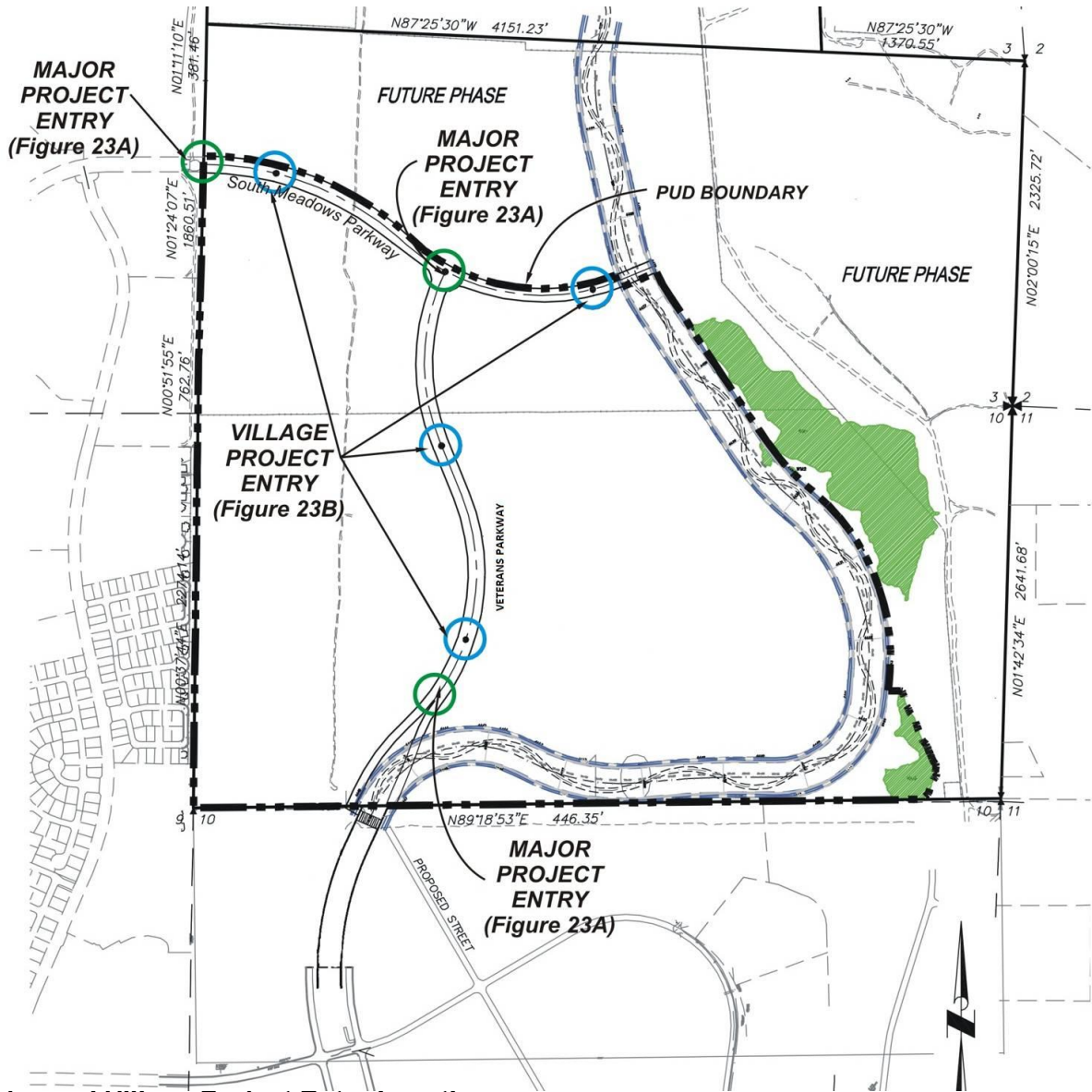


FIGURE 21
Drainage Corridor at Trail Crossing of Residential/Pedestrian Collector



Major and Village Project Entry Locations

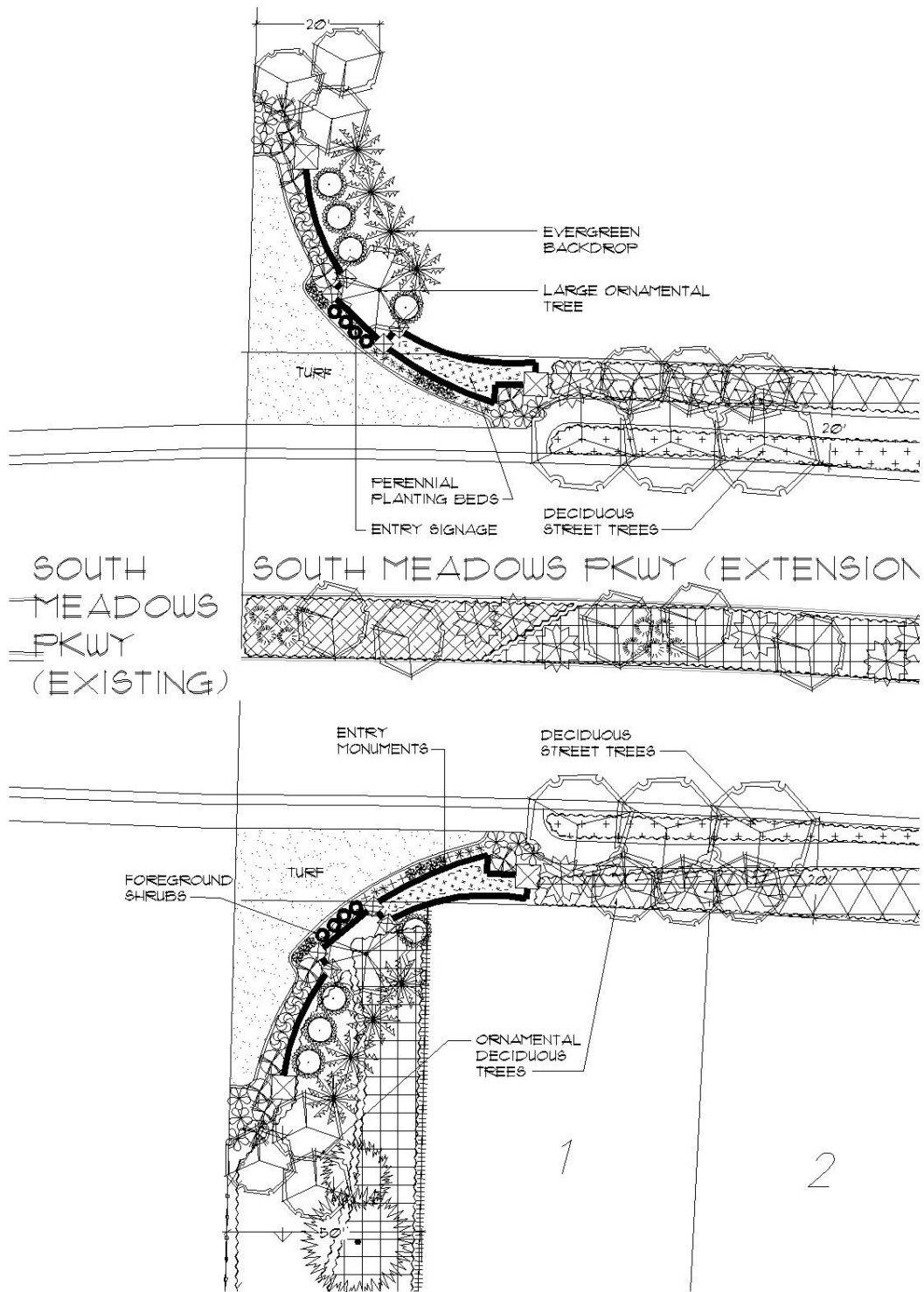
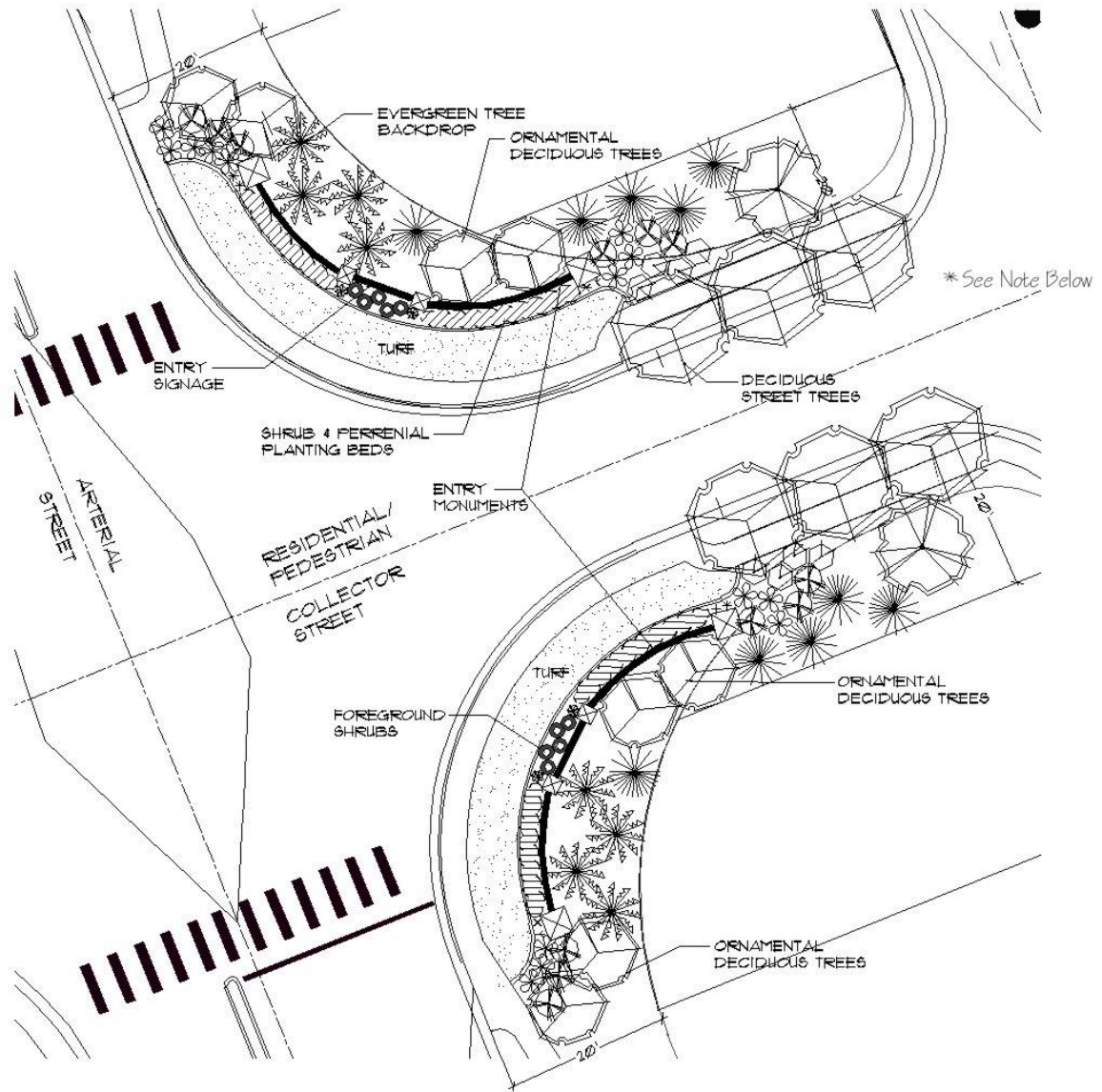


FIGURE 23a
MAJOR ENTRY MONUMENT DETAIL

See Tables 3 & 4 for landscape widths and requirements for materials for arterial streets and Table 5 for landscape widths and requirements for materials for residential/pedestrian collectors.



NOTE: After first intersection landscape corridor is reduced to 15' per *Figure 17*,.

FIGURE 23b
VILLAGE ENTRY MONUMENT DETAIL

The Developer will be responsible for the construction of the project entrances. The individual villages will utilize entrance concepts that include monument signs, lighting, fencing and landscaping. If a private gated entrance is desired, builders must submit specific plans for median modifications and gates to the Developer for review and approval. The City of Reno shall review and approve with the tentative map in the Village.

The types and minimum number of trees and shrubs required, as well as sign dimensions are shown in the project entry concept exhibit referenced above. Additional details regarding signs, lighting, landscaping and fencing are outlined below;

a. Signs

Each sign may include the name of the individual village and shall include the master project name, Bella Vista Ranch logo. Builder names may not be listed on the signs.

b. Lighting

Entrance signs may be lighted with ground mounted direct lighting sources. No internal illumination of signs shall be permitted.

c. Landscaping

All village entrances shall be enhanced with irrigated landscaping in accordance with the entry feature concept. Minimum sizes of plant material at the time of installation shall be per **Table 6**:

TABLE 6
Entry Monument Area
MINIMUM LANDSCAPING REQUIREMENTS PER 1,000 SQ> FT. of AREA

Plant Materials	Quantity *	Plant Size	Caliper Size (min.)
Turf	50% max cover	Sod	N/A
Shrubs	10	5 gallon	N/A
Living Groundcover or Additional shrubs	50% min. cover	1 gallon	N/A
Deciduous Trees	2	B&B or Box	2 ½" 50%
Evergreen Trees	2	6-10 ft height	1 at 6' 1 at 10'

* NOTE: Tree and plant quantities and spacing apply to each side of the street.

d. Fencing

Solid fencing, six (6) feet in height along entrances streets shall be consistent throughout the entire Bella Vista Ranch PUD in accordance with **Figure 18A**. When changes in elevations occur, fences shall be stepped in equal intervals, rather than sloped.

e. Street Signs

All street signs, traffic signs and directional signs that control vehicular traffic within villages shall be standard City signs with standard posts. Alternative posts, if used, must be consistent throughout each village, and shall be maintained by the Owner's Association.

f. Utility Standards

Above ground utility appurtenances shall be screened from public view from all streets. Screening shall be accomplished with the use of berms, walls, fences, blending colors, and/or vegetation. If fences or walls are used, materials shall be consistent with standard right-of-way fencing or standard lot fencing, as applicable and rock veneer walls.

Utility buildings and structures shall be designed to fit into the architectural character of the residential community. Utility appurtenances and buildings shall be located in planter areas and not in turf areas, where feasible.

B. Open Space and Public Park Standards

Open space includes the Steamboat Creek Corridor, drainage ways, parks, pathways, trail access parcels to open space and other open space land that is not developed with roadways, or individual lots within the residential portion of the Bella Vista Ranch. Common open space, with the exception of the park dedicated to the City of Reno, will be maintained by the Bella Vista Ranch Owner Association (BVROA) or the Bella Vista Ranch Drainage District (BVRDD).

1. Public Park

The public park will be designed to the approval of the City of Reno and constructed by the Bella Vista Ranch Developer or the City of Reno. It is the intent of the Developer to receive credit towards the Residential Construction Tax (park fees). The Park will be dedicated to the City of Reno, and will be maintained by the City of Reno. The park will be provided at approximately 14.24± acres in size. It will be located in the central portion of the site refer to **Figure 2**. Should the city choose not to utilize this property for a park, the developer shall be given first right of refusal to re-acquire the site.

a. Facilities

The Neighborhood Park shall be designed and constructed pursuant to a Residential Construction Tax Agreement between the City of Reno and the Developer. The following facilities are anticipated to be constructed within the park:

- Ball Fields
- Open Play Soccer Fields
- Tot Lot, Playground Areas
- Restrooms
- Hard Court Game Areas, such as basketball and tennis
- Parking Lot

b. Timing and Implementation

- 1) Completion of Residential Construction Tax Agreement – prior to recordation of first subdivision Final Map
- 2) Creation of specific Park District for Bella Vista Ranch – prior to first Certificate of Occupancy
- 3) Preparation and approval by the Parks Commission of the Improvement Plans for all or a portion of the park prior to Certificate of Occupancy of the 850th single family unit-
- 4) Start Construction of all or a portion of the Park prior to Certificate of Occupancy of the 850th single family unit-

c. Fencing

Fencing associated with the park, may be provided adjacent to or within the park located within the Bella Vista PUD. The following area or activity delineation fencing shall be provided:

- 1) Open metal fencing as depicted in **Figure 26A**.
- 2) Vinyl coated brown chain link fencing associated with sports fields or courts.
- 3) Rockery walls and/or rock veneer walls consistent with the streetscape walls as depicted in **Figure 24**.

The use of any fencing and/or walls shall be approved by the BVROA and the City of Reno. There shall be no access points or gates to the park or open space areas from individual lots.

d. Landscaping

The park will be landscaped and irrigated as appropriate for the planned uses as approved by the City of Reno and as determined with review of the construction plans. Evergreen massing is encouraged adjacent to residential lots.

e. Lighting

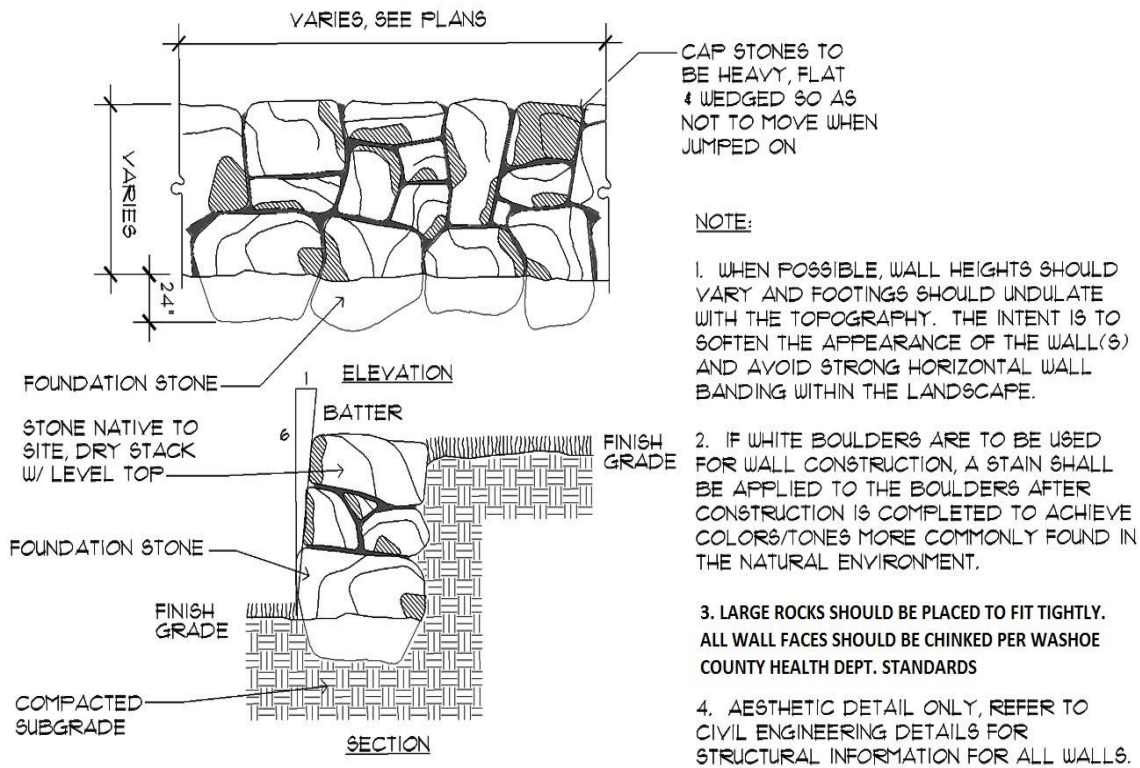
Lighting in the park shall be minimized where possible but may include the following:

- 1) Parking Lot Lights - Lighting including “shoebox” style lights shall be provided in parking lots and shall not exceed 20 feet in height.
- 2) Sports Field Lighting – The height of sports field lights may vary as necessary. Lights shall be “state of the art” to minimize glare and spillage into the overall residential community.

All lighting shall be approved by the City of Reno. The sports field lighting requirement shall be included in a disclosure statement to be signed by all future home buyers to the Bella Vista Ranch.

f. Pathways

Pathways within the park shall connect to sidewalks within the individual villages, sidewalks within trail access areas, open space trail pathways and sidewalks along arterial and collector streets as appropriate. Pathways to and from individual lots are not permitted. A pathway/sidewalk circulation and connection plan to the park shall be provided with each tentative map located adjacent to the park.



Note: Walls in excess of 30 inches shall require a minimum 4½ foot tall open metal fence at the top of the wall (refer to **Figure 26a**).

FIGURE 24
Rockery Walls

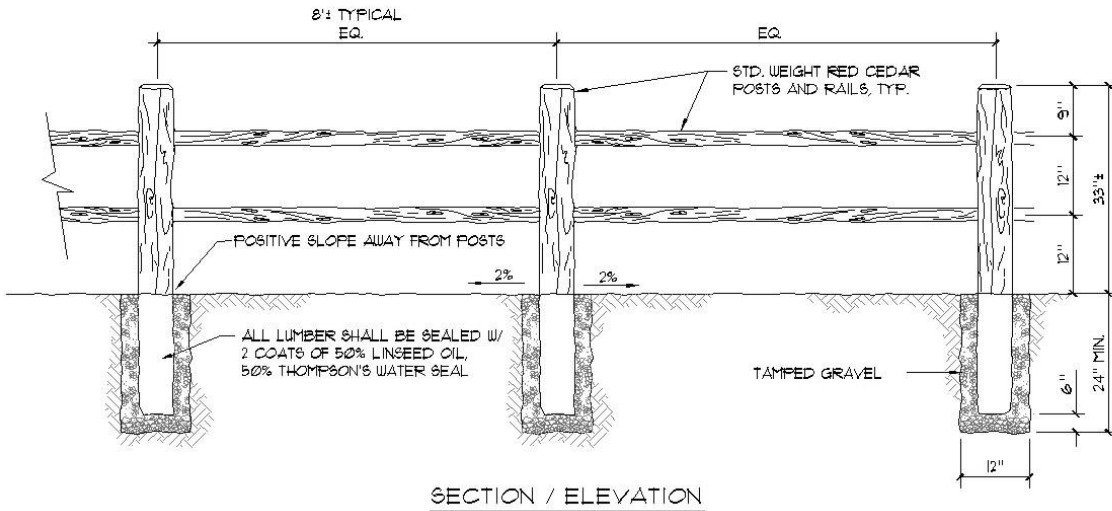


FIGURE 25
Split Rail Fence

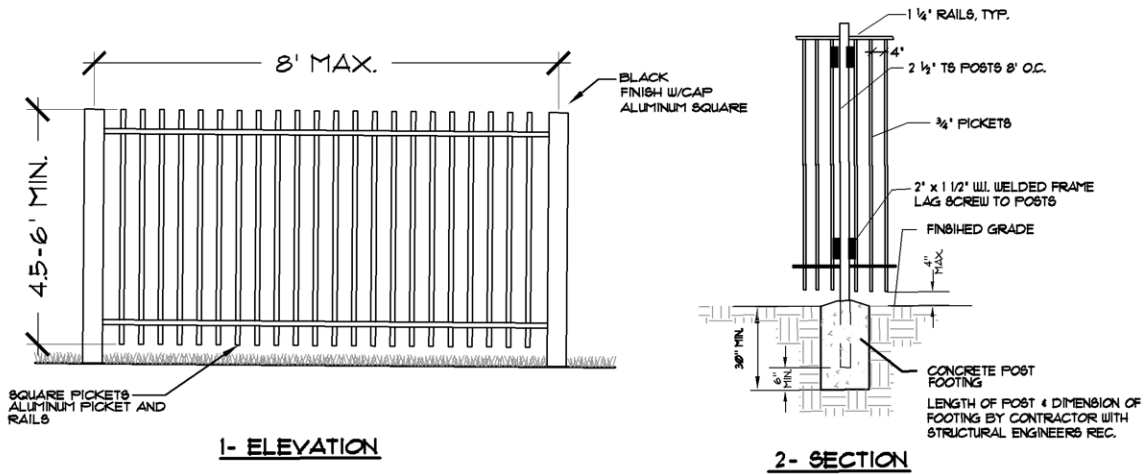


FIGURE 26a
Open Metal Fence
See Figure 26b for location

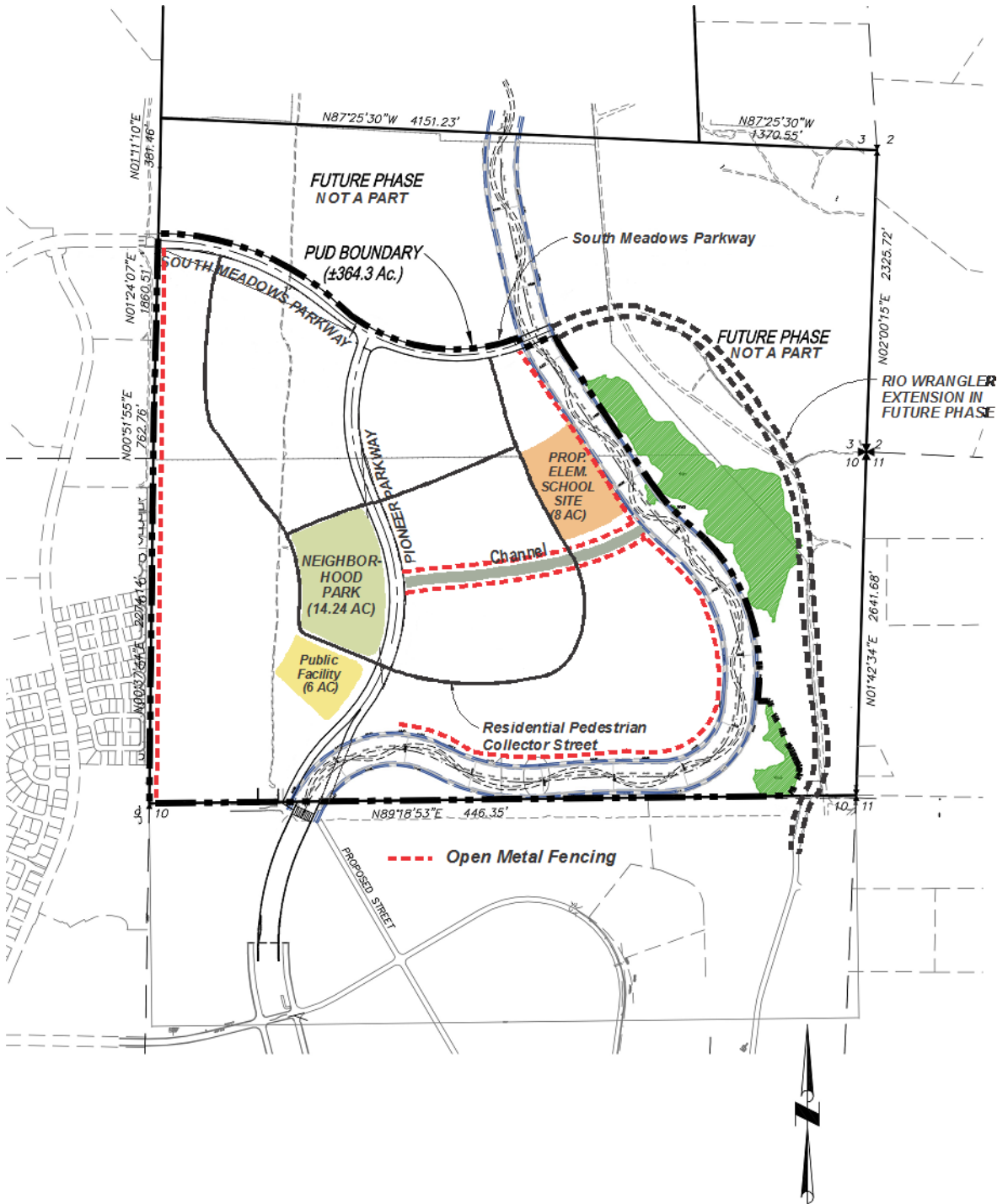


FIGURE 26b
Open Metal Fencing Locations

g. Utility Standards

Above ground utility appurtenances shall be screened from public view. Screening shall be accomplished with the use of berms, fences, walls, blending colors, and/or vegetation.

Utility buildings and structures shall be designed to fit into the architectural character of the residential community. Utility appurtenances and buildings shall be located in planter areas and not in turf areas.

2. Steamboat Creek Corridor and Drainage Ways (Refer to Figure 27)

a. Fencing

Fencing located between open space/drainage areas and residential lots shall be provided for delineation purposes throughout the Bella Vista Ranch. Fencing shall consist of open metal fencing (refer to **Figure 26A**) and split rail fencing. (Refer to **Figure 25**) Open metal fencing shall typically occur at rear and side yards adjacent to open space drainage areas, and split rail fencing shall typically occur in front yard setbacks to delineate private lots vs. public open space areas. It will also occur along trails to provide separation from streets and wetland areas along Steamboat Creek (refer to **Figure 27**).

b. Landscaping

Steamboat Creek Corridor wetland areas shall remain undisturbed with no landscaping or irrigation provided (see page 20 timing and implementation 4a-f). Drainage way areas shall be enhanced with landscaping and irrigation, as specified in the approved 404 permit. Landscape improvement plans along Steamboat Creek and the Drainage Corridor shall be submitted with the drainage corridor improvement plans.

c. Signage

Signage to provide interpretive information and/or discourage users from entering sensitive areas will be provided adjacent to Steamboat Creek and drainage way areas. Pedestrian oriented signs shall be compatible throughout the entire Bella Vista Ranch PUD. The signage plans shall be submitted for approval by City staff, prior to approval of the first Final Subdivision Map.

3. Common Open Space

Common open space includes land located between the Steamboat Creek Corridor and/or drainage way areas, and residential lots or streets. An open space trail network is provided within the Bella Vista Ranch Community and is shown on **Figure 8**.

a. Fencing

Fencing of common open space will generally be associated with rear and side yards of individual lots along drainage way areas and streets. Additional fencing, however, may be provided by the builder of each village, if locations and fence types are approved by the BVROA and the City of Reno with approval of the applicable final map.

b. Landscaping

Landscaping and irrigation shall be provided on common open space that is located between rear and side yard fences or streets or drainage way areas. Landscaping within these defined areas shall be provided by the builder of each village that abuts common open space in accordance with **Figures 27** and **28**. **Table 7** specifies the minimum landscape development for common open space areas.

TABLE 7
Common Area Ornamental Landscape Development
Minimum Landscaping Requirements per 1,000 sq. ft. of Area

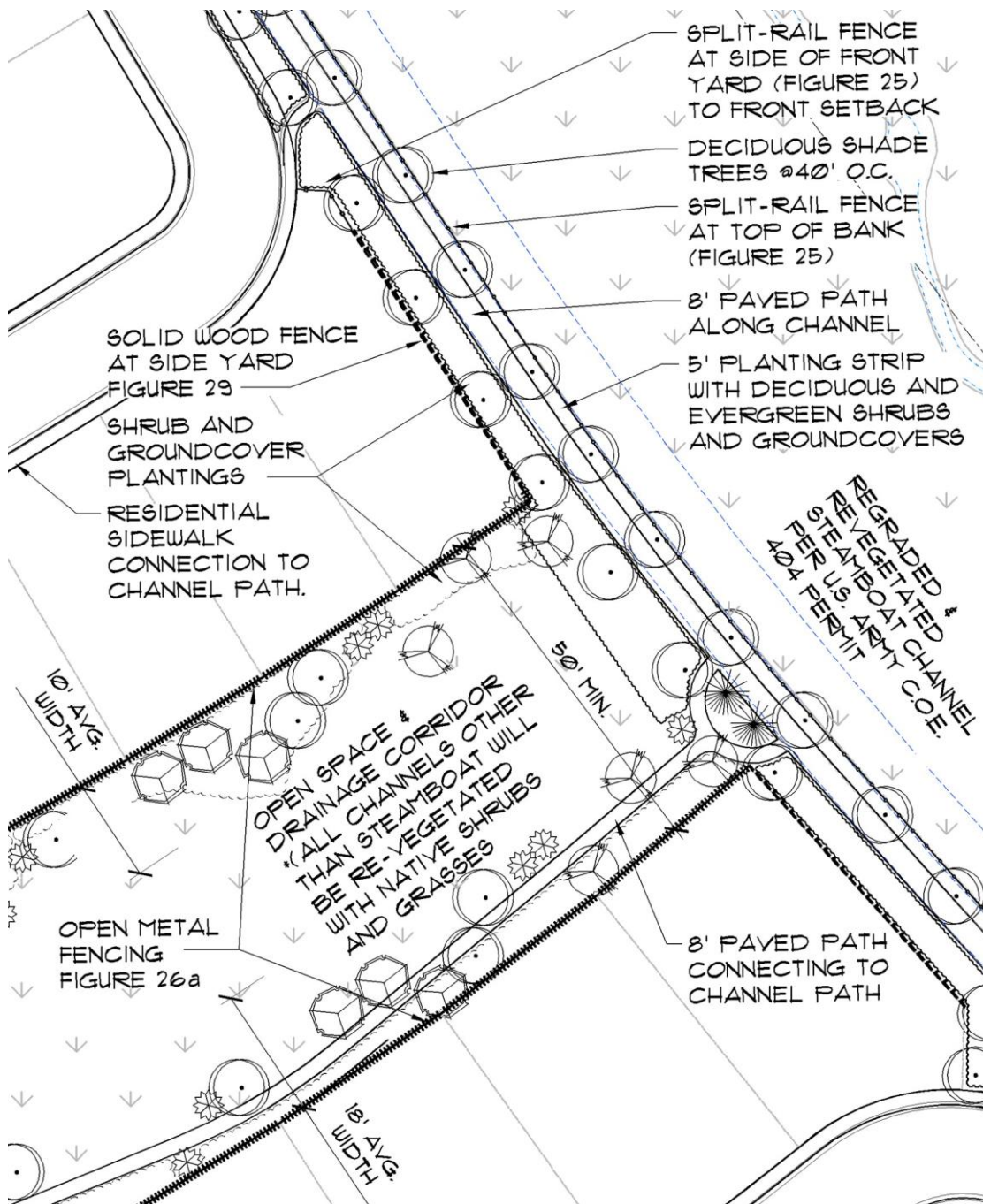
Plant Materials	Quantity	Plant Size	Caliper Size (min.)
Turf	50% max. cover	Sod	N/A
Shrubs	10	5 gallon	N/A
Living ground cover or additional shrubs	50% min. cover	5 gallon	N/A
Deciduous Trees	2	B&B or Box	2 ½"
Evergreen Trees	1	6 ft height	6 ft
	1	10 ft height	10 ft

c. Pathways

Pathways within certain common open space drainage ways and along Steamboat Creek shall be asphalt, 8 feet in width (refer to **Figure 8**). Pathways will be provided by the developer or at the developer's discretion, the builders of each individual abutting village. Village builders shall ensure that pathways connect to sidewalks within the individual villages, pathways within trail access areas, and sidewalks along arterials and residential collector streets, as appropriate. Construction plans for pathway connections to villages shall be provided with the adjacent Final Map. **It is the developer's (master developer) ultimate responsibility to construct or have constructed pathways, trails, and sidewalks.**

d. Channel Edge Treatments (Figure 27)

Transitional landscaping will be utilized to blend the ornamental landscape associated with residential lots and the natural re-vegetated channel area. This transition area will average ten (10) feet along edges without a trail and eighteen (18) feet with a trail (Refer to **Figure 27**). Table 7 sets the standards for these areas and all re-vegetation specifications shall be approved by the City of Reno with each Final Map.



NOTE: Refer to Table 7 for Standards

FIGURE 27
Steamboat Channel Landscape Edge Treatment

e. Utility Standards

Above ground utility appurtenances shall be screened from public view. Screening shall be accomplished with the use of berms, fences, walls, blending colors, and/or vegetation. If fences or walls are used, materials shall be consistent with nearby fences and rockery walls.

Utility buildings and structures shall be designed to fit into the architectural character of the residential community. Utility appurtenances and buildings shall be located in planter areas and not in turf areas, where feasible.

f. Signage

Signs will be provided along pathways to provide information and direction to users. Signs shall be limited to six square feet in size and shall include the Bella vista ranch Logo. All pedestrian oriented signs shall be consistent throughout the entire Bella Vista ranch PUD. Location and construction details shall be approved by the City of Reno with each Final Map.

g. Site Furnishings

Site furnishings such as benches and trash receptacles will be placed along the pathway areas every 1000 feet along channels, subject to approval by the City of Reno with each Final Map.

4. Trail Access Parcels

Trail access parcels shall be provided between lots within villages to provide access to common open space pathways located between the Steamboat Creek Corridor and/or drainage way areas and residential lots or streets. Trail access parcels shall be a minimum of 15 feet in width.

Improvements within trail access parcels shall be in accordance with **Figure 28**. Construction of all improvements within trail access easements shall be the responsibility of the builders of each village.

a. Fencing

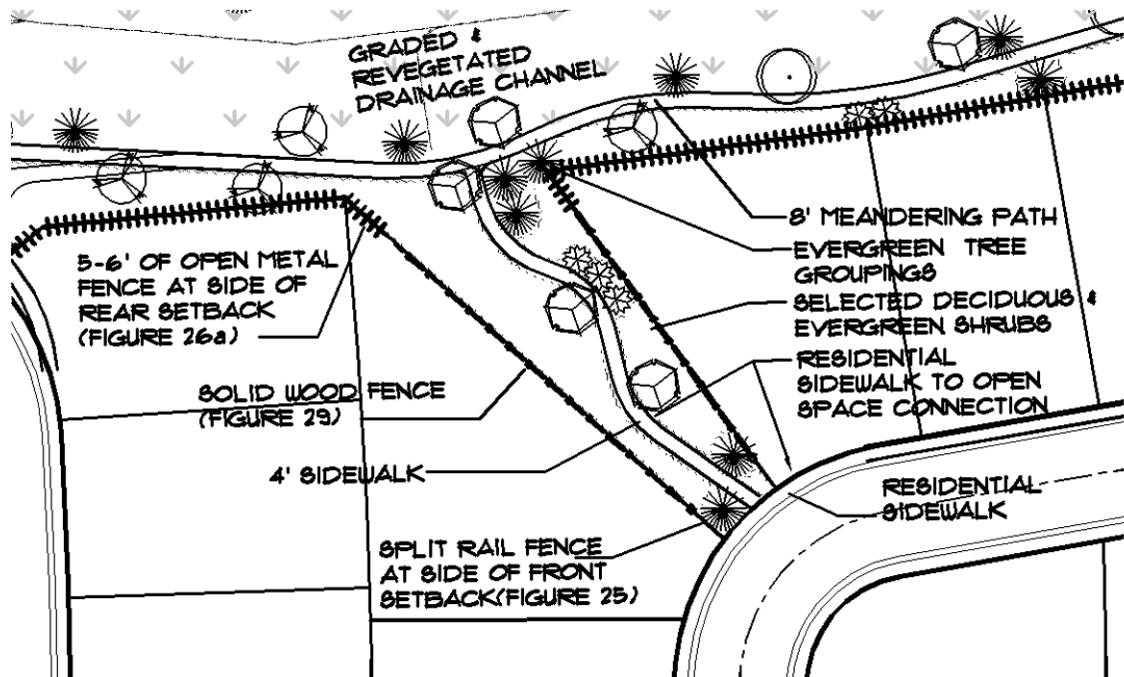
Fencing of trail access parcels will be associated with individual lots as outlined in **Figure 28**

b. Landscaping

Landscaping and irrigation shall be within trail access parcel areas in accordance with **Figure 28**. Groups of alternating trees and shrubs shall be provided to lessen the corridor effect. Landscaping shall be provided in accordance with **Table 7**.

c. Pathways

Pathways within trail access parcels shall be concrete sidewalks, four (4) or five (5) feet in width. Trail access pathways shall connect to concrete sidewalks within the individual villages, along arterial and residential collector streets and other pathways within the park and other common open spaces.



NOTE: Refer to Table 7 for Standards

FIGURE 28
Common Open Space & Trail Access Parcel Landscaping and Adjacent Lot Fencing

d. Utility Standards

Above ground utility appurtenances shall be screened from public view. Screening shall be accomplished with the use of berms, fences, walls, blending colors, and/or vegetation. If fences or walls are used, materials shall be consistent with nearby fences and rockery walls.

Utility buildings and structures shall be designed to fit into the architectural character of the residential community. Utility appurtenances and buildings shall be located in planter areas and not in turf areas.

e. Signage

Signs identifying the name of the individual village may be provided at points where trail access easement sidewalks connect to pathways or other open space pathways for the purpose of way finding. Signs shall be limited to six square feet in size and shall include the Bella Vista Ranch Logo. All pedestrian oriented signs shall be consistent throughout the entire Bella Vista Ranch PUD, as determined with approval of the first Final Map.

C. Residential Design Standards

1. Lot Standards

Homes and any builder provided accessory structures shall be sited on lots to conform to the minimum lot standards as outlined in Table 8, Lot Standards below:

**TABLE 8
LOT STANDARDS**

Density/Intensity Standards	Village D	Villages A&C	Village B (b)	Retirement Community (a)
Dwelling Units per Acre (du/ac)	5.5	6.5	10	6
Landscape/natural Area (percent)	20	20	20	20
Height (feet)	35	35	35	35
Lot Size				
Minimum Lot Area (1000's sq. ft. unless otherwise indicated)	6	5	2.4	4
Minimum Lot Width (feet)	50	40	35	40
Yard & Setback Dimension				
Front Yards (feet) (c)	15	15	10	15
Side Yards (feet)	5	5	5	5
Back Yards (feet)	15	15	10	10
Accessory Structures (d)				
Driveways	20	20	20	20

- a. If developed as an alternative, Village C or D only.
- b. Small lot provisions as outlined in Reno Municipal Code, Title 18.12.102/Table 18.12-1 Res. Zones-bulk, dimensions and density standards as amended may be used in Village B outlined in Table 1. The small lot provisions modify the minimum lot size, but the density of the underlying district does not change. The minimum lot size for small lot projects is 2,400 square feet. Minimum setbacks are 10 feet, front and rear and 0 and 5 feet on side yards. Provided that any proposed small lot development meets the criteria contained in this section and these design standards, no special use permit is required. Architectural design elements within small lot developments shall be consistent with these design standards.
- c. Front yard setbacks shall apply to the front face of the house or garage. All garages shall be served by driveways not less than 20 feet in length. Side loaded garages shall meet the same front yard setbacks as the house. Builders may provide for variations (but no less than the minimum setbacks) in front yard setbacks and/or building articulation to create an interesting streetscape.
- d. Accessory building setbacks shall conform to Reno Municipal Code Title 18.08.203(b)7 as amended.

2. Architectural Elements

a. Exterior Elements

Exterior materials shall include one or a combination of the following: stucco, Exterior Insulation and Finish System (EIFS), concrete fiberboard, wood or composite wood siding products with stone and masonry accents. Other materials may be submitted to the BVROA for consideration. Sample material boards shall be reviewed and approved by the BVROA. Siding materials shall be continued down to within 8 inches of finished grade on all elevations to eliminate large areas of exposed foundation. Building materials shall be compatible in scale with the design of the residences. Materials must also be compatible throughout each village.

b. Exterior Colors

All exterior color schemes as shown on sample color boards, shall be reviewed and approved by the BVROA. Exterior colors shall be in harmony with the natural setting. Color intensity shall be kept low for large surfaces. Exterior palette materials shall not have high gloss or reflective/glare finishes. Bright primary colors are not permitted.

c. Facades and Articulation

Architectural features such as varying window sizes and shapes, shutters, broken planes and pitched roofs, covered entries and porches, porch rails, columns and trim detailing to help define the fronts of the homes and garages, shall be incorporated into the design of the residences. Doors and windows shall be compatible throughout each house design.

Large blank walls, roofs, non-articulated garage doors, and three (or more) car garages, with garage doors in the same plane, are not permitted. Side entry garages are permitted.

Building materials and architectural features, compatible with the front of the houses shall be provided on all sides of the homes. Rear and side elevations adjacent to arterials and collector streets, as well as common open space areas shall be finished in a similar manner as the front elevations, subject to review and approval by the BVROA.

d. Roofs

Roof colors shall be rich, medium to dark tones such as slate, dark brown and dark gray. Light colors are not permitted. The BVROA shall review and approve the color palette of roofing within each village.

Varying pitched roofs are encouraged. A variety of pitched roofs may be provided. Roof pitches under 5/12 including flat roofs are subject to specific review and approval by the BVROA.

Roof materials shall be applied to comply with snow load and high wind standards. Materials may include:

- 1) Concrete or clay tile (flat or barrel),
- 2) Non-reflective architectural metal,
- 3) 40-year architectural grade composition shingles,
- 4) 40-year fiberglass composition shingles

Roof materials, however, must be consistent throughout each village.

e. House Plans

Each village shall have a minimum of four distinct house plans. House design shall vary throughout each village with no one elevation repeated for abutting homes, or mirrored across the street. Adjacent lots may share the same floor plan, but must have different elevations. Garage forward plans shall be limited to 2 of the 4. Side loaded garages shall not be considered garage forward plans if elevations are architecturally consistent.

f. Height and Size Restrictions

The maximum allowable height of all structures shall be thirty-five (35) feet as measured from finished floor to the highest ridge of the structure.

g. Exterior Lighting

Lighting shall be integrated with the architectural design of the individual residences. Exterior lighting fixtures mounted on the homes shall be no higher than the line of the first story eave or, where no eave exists, no higher than 12 feet above finished grade. Lights shall be shielded to prevent light spillage onto adjacent properties or streets.

Flood lights are not permitted. Motion detector actuators are permitted with designer fixtures only and subject to approval by the BVROA.

3. Miscellaneous Design Elements

a. Antennas

All homes shall be pre-wired to accommodate cable reception, telephone and DSL lines. Builders may not install exterior antennas. However, one 18-inch satellite dish discretely placed on the side or rear wall elevations, beneath the eaves and soffits of the structure will be permitted.

b. Awnings, Trellises, Patio Covers, Decks and Other Accessory or Ancillary Structures

Awnings, trellises, patio covers, second story decks and other accessory or ancillary structures including granny flats and casitas, provided by builders, shall be consistent in material, color and architectural character as the main structure and must be reviewed and approved by the BVROA. At a minimum, the setback requirements of such structure shall conform to Reno Municipal Code 18.08.203(b)7 as amended.

c. Chimneys

Exterior materials of chimneys shall be compatible with the exterior materials and colors used on the house.

d. Driveways, Parking Areas and Walkways

Driveways shall be a minimum of 20 feet in length as measured from the outside edge of sidewalk to allow for off-street parking. Driveways shall be Portland Cement Concrete or traffic rated concrete decorative pavers and shall be consistent on a village wide basis. Asphalt or decomposed granite is not permitted. Walkways leading from driveways to the front door of the residences shall be the same material as the driveways.

e. Gutters and Downspouts

Gutters and downspouts shall be painted to match the surface of the structure to which they attach.

f. Mailboxes

Individual mailboxes, if allowed by the United States Postal Service (USPS), shall be paired at driveways to serve adjacent homes. The style of the mailboxes including address numbers shall be compatible with the architectural style of the homes and shall be compatible throughout each village. Mailbox designs shall be approved by the BVROA and USPS. Mailboxes shall be provided and installed by the builder prior to the issuance of certificates of occupancy for the individual homes.

If individual mailboxes are not permitted, clustered boxes shall be located in convenient areas conducive to temporary parking. Placement of cluster boxes shall not be near intersections and shall not conflict with individual driveways or utilities. Locations shall be approved by the USPS and the BVROA.

g. Utilities and Equipment

a. Ground Mounted

Above ground utility appurtenances and other equipment including AC compressors and evaporative coolers, shall be screened from public view. Screening may be accomplished with the use of berms, fences, walls, blending colors and/or vegetation. If fences or walls are used, materials shall be consistent with village fences and rockery walls.

Utility appurtenances shall be located in planter areas and not in turf areas, where feasible. Placement of all utilities and other equipment shall be reviewed and approved by the BVROA.

b. Roof Mounted

Roof mounted mechanical equipment and solar panels are not permitted.

c. Structure Mounted

All mechanical and electrical utilities and equipment including meters shall be integrated into the structures and screened from public view. Placement of structure mounted utilities and equipment shall be subject to review and approval by the BVROA.

h. Home Addresses

Home address numbers may be placed on mailboxes and adjacent to the front doors of homes. Addresses may be softly lit. Address numbers shall be individual brass or metal letters or an illuminated address fixture and shall be consistent in type, style, size, color and placement shall be reviewed and approved by the BVROA.

4. Fencing

Lot fencing shall be installed by the builders of each individual village no later than six (6) months after issuance of certificates of occupancy for each home. Lot fencing shall be subject to the standards outlined below. Fences shall be designed with architectural treatment or a decorative appearance on both sides. All fences, within a village, that are visible from the public right-of-way shall be stained or painted the same color.

When changes in elevations occur, fences shall be stepped in equal intervals, rather than sloped. Gates from individual lots that would allow access to arterials, collectors, local streets, the city park, or open space are not permitted.

a. Standard Interior Lot Fencing – Rear and Side Yards

Solid interior fencing, six (6) feet in height shall be permitted in rear and side yards that do not abut open space areas or trail access parcels as shown on **Figure 30**, . Fencing shall be consistent throughout each residential village. When changes in elevations occur, fences shall be stepped in equal intervals, rather than sloped.

Fencing may extend to a point within a minimum of five feet of the front of the house or garage. Meters, where possible, should be outside of fenced areas.

b. Standard Lot Fencing – Front Yards

Fencing beyond the front yard setback or front of the structure shall not be permitted.

c. Standard Corner Lot Fencing

Standard corner lot fencing shall be solid, six (6) feet in height, in accordance with **Figure 29**. Corner lot fencing shall be placed at least three (3) feet from the back of sidewalk. Landscaping and irrigation shall be installed in the three (3) foot area by the builder.

d. Fencing Adjacent to Common Open Space

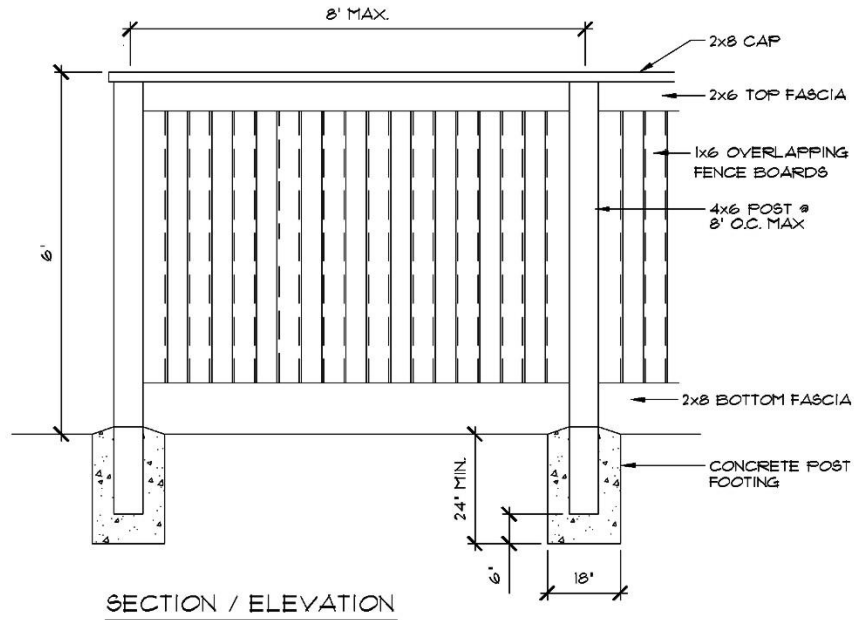
Open metal fencing shall be provided for rear and five feet of side yards abutting common open space. Fencing shall be five (5) to six (6) feet in height. When changes in elevation occur, fences shall be stepped in equal intervals, rather than sloped (Refer to **Figure 26A** for specific design details).

Fence type, height and materials, adjacent to common open space, however, must be compatible, throughout the entire Bella Vista Ranch PUD in accordance with **Figures 25 & 26A**.

e. **Fencing Adjacent to Trail Access Parcels**

Fencing for lots abutting trail access parcels shall be in accordance with **Figures 26A and 29** as discussed below:

- Access Parcels less Than 25 Feet in width – use **Figure 29** fencing.
- Access Parcels Greater Than 25 Feet in width – use **Figure 29** from 10 feet in front of to 10 feet behind the main structure, and then use **Figure 26A** fencing for the remaining portions of the fence.



NOTES:

SEE FIGURE 28, PAGE 52 FOR OPEN METAL TYPE AND LOCATION AT TRAIL ACCESS PARCELS.

FIGURE 29
Standard Corner Lot and Lots Adjacent to Open Space Fencing

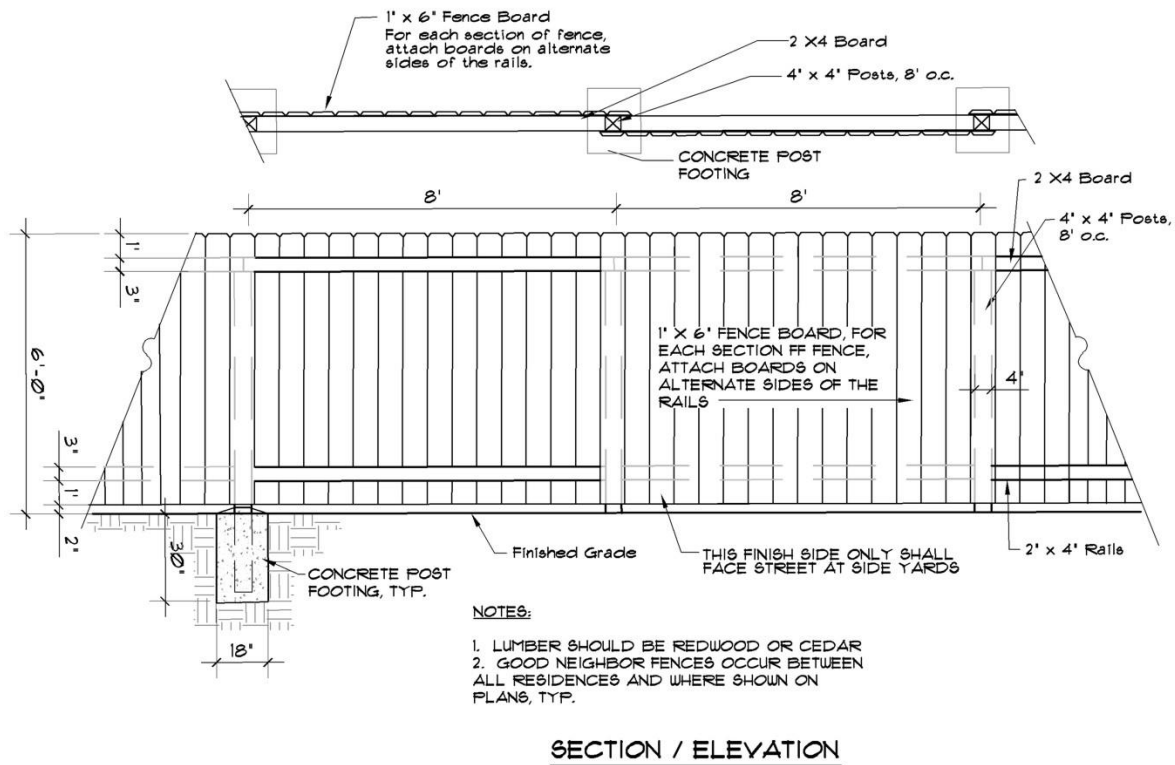


FIGURE 30
Standard Interior Lot Fencing

5. Landscape Design

The builders of each individual village shall install front yard landscaping and irrigation and provide an irrigation stub to all rear yards for each lot prior to the issuance of certificates of occupancy.

Minimum landscaping for front yards and rear yards, where required, shall include:

- Two 2 inch caliper deciduous trees;
- Twelve five gallon evergreen shrubs;
- Turf (minimum of 50%); and
- Ground cover

A minimum of four (4) typical landscape schemes for front and rear yards for each individual village shall be reviewed and approved by the BVROA.

6. Alternative Retirement Community Design Standards – If developed

The Retirement Community, if developed, shall include all of Village D containing 500 units. This community shall follow the criteria and design standards in Section III, C. The following elements are unique to the Retirement Community.

a. Architectural, Misc. Design Elements and Fencing Standards

The standards specified in Section III C, 2, 3, and 4 shall apply.

b. Recreational Opportunities

- Neighborhood Common areas will be incorporated into these villages. These common areas will feature recreational facilities to serve this restricted age group community potentially including putting greens, pathways, picnic areas and other similar facilities. A linear open space, with the primary purpose of creating a trail link for pedestrian use to connect all neighborhoods to the central recreational facility will be provided. A central Recreational Facility will be constructed and may include the following:
 - Swimming pool
 - Tennis
 - Racquetball
 - Basketball
 - Exercise and workout equipment
 - Meeting rooms
 - Activity coordination
 - Personal services, geared to meet the need and market demands of this age group
 - A final trail amenity and recreational facility package will be provided with the first tentative map.

c. Federal Register

Based on HUD requirements the Developer will be restricting the community to people 55 years old and over. The Federal Register/Vol. S4 No.13/ Monday January 23, 1989/ Rules and Regulations, Subpart E – Housing for Older Persons, lists the requirements that will govern this portion of the development.

Verification of the HUD requirements/restrictions will be provided with the first final map.

7. Public Facilities Design Standards

- a. The intent of the 6-acre Public Facility Land Use is to provide for a City of Reno Service Center in connection with the city's decentralization of services program and may include the following:
 - Police Substation
 - Parks and Recreation Service Center
 - City of Reno permitting, licensing and other administrative services
 - Library
 - SF Residential uses allowed in Village B if site is sold by City and will not be used for Public Facility purposes

b. The following City of Reno Code Sections apply to the 6 acre Public Facility site:

- 1) Bulk Dimensional, Density and Intensity Standards shall follow City of Reno Development Code Section 18.12.104 as amended.
- 2) Non-Residential Site and Building Design Standards shall follow City of Reno Development Code Section 18.12.305 as amended.
- 3) Off Street Parking and Loading Standards shall follow City of Reno Development Code Section 18.12.1101 through 1107 as amended.
- 4) Landscaping and Screening Standards shall follow City of Reno Development Code Section 18.12.1201 through 1213 as amended.
- 5) Exterior Lighting Standards shall follow City of Reno Development Code Section 18.12.1301 through 1304 as amended.
- 6) Fences and Walls Standards shall follow City of Reno Development Code Section 18.12.1401 as amended.
- 7) General Environmental Standards shall follow City of Reno Development Code Section 18.12.1501 through 1509 as amended.
- 8) Signage Standards shall follow City of Reno development Code Section 18.16.101 through 18.16.804 as amended. Off premises advertising displays are prohibited.

Note: 9) All single family residential design standards and code Sections cited in this PUD for Village B shall apply to the 6 acre Public Facility site if the site is sold by the City and will not be used for public facility purposes.

IV. IMPLEMENTATION

A. Design Review

The Bella Vista Ranch PUD Design Standards will be used by the City of Reno and relevant government agencies to review each Tentative Map proposal for conformance with the overall design objectives.

It will be the responsibility of each Parcel Developer within the Bella Vista Ranch PUD to comply with the Design Standards in preparation of neighborhood and landscape design plans

B. Ordinance Applicability

Where the provisions of the plan do not address a specific subject, the provisions of the Reno Zoning Ordinance (Chapter 18) or other ordinances governing the development of land, which are in effect at the time of application, shall apply.

C. Project Design Internal Flexibility

The Bella Vista Ranch will permit the redistribution of residential units, including duet units within the Ranch between parcels. This will allow for more flexibility to respond to on site constraints, market conditions, and the general design of the overall property. The following conditions shall apply to all redistribution:

- 1) Redistributed units shall not be transferred into “edge” parcels or into the parcels abutting Double Diamond. The transfer of units from these areas to internal parcels may be permitted;
- 2) The redistribution of lots shall not result in increasing the overall unit count for the Bella Vista Ranch above 1700 total units.
- 3) The total number of units may not be increased within a parcel adjacent to any parcel developed with single family. “Developed” in this context means the subdivision has been recorded and at least one home has been sold; and
- 4) Written confirmation from all property owners affected shall be submitted to staff along with an updated statistical land use summary, and updated map with confirmed acreages.

V. APPENDIX

- A. Traffic Study – Solaegui Engineering, June 2005 – On file with the City of Reno Community Development Department.
- B. Flood Control Master Plan – QuadKnopf Consulting, May 2005 - On file with the City of Reno Community Development Department
- C. Wetland Mitigation Plan – Gibson & Skordal, Wetlands Consultants, February 2005 - On file with the City of Reno Community Development Department
- D. Geotechnical Report – Black Eagle Consulting, Inc., August 23, 2004 - On file with the City of Reno Community Development Department
- E. List of Uses in the SF6 and SF4 zones not allowed in the Bella Vista Ranch PUD
 - Group Home
 - Hospice
 - Manufactured Homes
 - Mobile Home Subdivision
 - Bed & Breakfast Inn
 - Electric Generating Plant
 - Electric Utility Substation
 - Utilities Major
- F. List of Uses in the PF zone that will not be allowed in the Bella Vista Ranch PUD:
 - Convent or Monastery
 - Group Home
 - Hospice

Private Dorm
Single Room Occupancy
Laboratory
Recording Studio
TV Broadcasting & other Communication Services
Gun Range (Indoor)
Cemetery
Church
Electric Generating Plant or Substation
Transitional Living Facility
Hospital, Acute & Overnight care
Prison
Utilities, Major
Bus Terminal
Heliport
Gaming Operations, Restricted
Service Station
Warehouse/Distribution Center
Welding Repair



Reno/Tahoe International Airport

P.O. Box 12490 • Reno, NV 89510-2490 • (775) 328-6400 • Fax (775) 328-6510

February 1, 2005

Arlo Stockham
Community Development
P.O. Box 1900
Reno, NV 89505

Re: Bella Vista Ranch – (161-161-04)

Dear Mr. Stockham:

The above referenced project is outside the Airport Airspace Plan for Reno/Tahoe International Airport as defined by FAR Part 77. The project is also in the vicinity of the Reno Three, Waggle Two and Mustang Six departures for runways 16L/R and will experience some aircraft overflights and/or noise. An aviation easement is needed for future protection of Reno/Tahoe International Airport and its operations. This aviation easement ensures the passage of aircraft in a free and clear airspace over this property.

Should this project be approved, please include the following as condition of approval:

The property owner(s) shall grant an Aviation Easement to, and acceptable to, the Airport Authority of Washoe County over the entire property. The property owner(s) shall provide the Planning Department with appropriate documentation indicating the Aviation Easement has been granted and accepted by the Airport Authority of Washoe County, prior to the issuance of a building permit.

Thank you for your continuous cooperation. If you have any questions, please call Andy Solsvig, Airport Planner II at 328-6465.

Sincerely,

Dean E. Schultz, Manager
Airport Planning & Environmental Services

DES/ads

Airport Authority of Washoe County
Reno/Tahoe International Airport • Reno Stead Airport

Appendix G
Airport Authority Conditions



DISTRICT HEALTH DEPARTMENT

October 18, 2004

City of Reno
Community Development
C/O Arlo Stockham
450 Sinclair Street
P.O. Box 1900
Reno, NV 89505

Dear Arlo,

After having reviewed the Master Plan /Cooperative Plan amendment for Bella Vista Ranch (LDC05-00127), the following requirements by the District Health Department will pertain to the planning of this project.

Steamboat Creek is proposed as a restoration channel which will include features for wetland enhancement and mitigation as well as water quality improvement. There is a desire to restore wetlands located in a narrow band on the eastside of the valley immediately adjacent to the delineated wet meadows that is currently maintained at least in part thru irrigation. The text of the document states it should be designed to maintain this hydrologic input. The wetland features will need to consider the public health impacts and risks associated with midge and mosquito habitat since these wetlands are constructed near residential including public places such as schools and parks that exposes members of our community to health nuisances and risks that

1001 EAST NINTH STREET / P.O. BOX 11130, RENO, NEVADA 89520 (775) 328-2400 FAX (775) 328-2279

www.co.washoe.nv.us/health
WASHOE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
PRINTED ON RECYCLED PAPER

Appendix H
Health Department Conditions

- 2 -

October 18, 2004

affect the quality of life issues to our public. The developer and or wetland consultants will be required to meet with District Health (NRS278A.060.040031) to design the wetlands proposed for Bella Vista Ranch development to mitigate the public health impacts caused by insect development to diminish the threshold of adult midge and mosquito thresholds as well as to minimize the standing water habitat conducive to the growth of these insects in the aquatic stage.

In addition, the Bella Vista Ranch has a history of anthrax and as such this infectious disease will need to be disclosed to the residents of this development. The contractors, will also need information on respiratory protection while engaged in development activities on this property. We will provide the disclosure language for anthrax.

The District Health Department has historically treated the Bella Vista Ranch for mosquito control. We will require a blanket Avigation easement over the entire property to continue this work. The language will be provided upon submittal of the developers first tentative map.

We can meet with your consultants to plan and design the criteria for the wetlands whereby this project development will be able to proceed in a timely manner. We

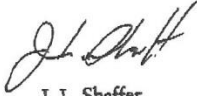
Appendix H
Health Department Conditions

- 3 -

October 18, 2004

look forward in working with you and if there is any additional concerns, we can be reached at 785-4599.

Sincerely,



J. L. Shaffer
Vector-Borne Diseases
Environmental Health Division

EXPLANATION: *Matter in italics is new*; Matter in brackets [] is material to be omitted.

BILL NO. 6293

ORDINANCE NO. 5727

AN ORDINANCE TO AMEND TITLE 18, CHAPTER 18.08 OF THE RENO MUNICIPAL CODE, ENTITLED "ZONING", REZONING A ±364 ACRE SITE LOCATED IMMEDIATELY EAST AND SOUTH OF THE EXISTING EASTERN TERMINUS OF SOUTH MEADOWS PARKWAY, EAST OF THE DOUBLE DIAMOND DEVELOPMENT AND NORTH OF UNBUILT PORTIONS OF THE DAMONTE RANCH DEVELOPMENT FROM UT-40 (UNINCORPORATED TRANSITION - 40 ACRES) TO PUD (PLANNED UNIT DEVELOPMENT); TOGETHER WITH OTHER MATTERS PROPERLY RELATING THERETO.

SPONSORED BY: RENO CITY PLANNING COMMISSION

THE CITY COUNCIL OF THE CITY OF RENO DO ORDAIN:

SECTION 1. Chapter 18.08 of the Reno Municipal Code is hereby amended by adding thereto a new section to be known as Section 18.08.102(b).1129 relating to a ±364 acre site located immediately east and south of the existing eastern terminus of South Meadows Parkway, east of the Double Diamond development and north of unbuilt portions of the Damonte Ranch development and more particularly described in the attached "Exhibit A" and rezoning said property from UT-40 (Unincorporated Transition - 40 acres) to PUD (Planned Unit Development), the same to read as follows:

Sec. 18.08.102(b).1129. The zoning of the City of Reno as heretofore established is hereby amended in the manner shown on the map labeled Case No. LDC05-00127, thereby changing the use of land indicated therein, relating to a ±364 acre site located immediately east and south of the existing eastern terminus of South Meadows Parkway, east of the Double Diamond development and north of unbuilt portions of the Damonte Ranch development and more particularly described in the attached "Exhibit A", and rezoning said property from UT-40 (Unincorporated Transition - 40 acres) to PUD (Planned Unit Development).

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CASE NO. LDC05-00127 (Bella Vista Ranch)
APN NO. Portion of 161-161-04

SECTION 2. This Ordinance shall be in effect from and after its passage, adoption and publication in one issue of a newspaper printed and published in the City of Reno; and upon a finding of conformance by the Regional Planning Agency for the Master Plan Amendment for LDC05-00127.

SECTION 3. The City Clerk and Clerk of the City Council of the City of Reno is hereby authorized and directed to have this Ordinance published in one issue of the Reno-Gazette Journal, a newspaper printed and published in the City of Reno.

PASSED AND ADOPTED this 31st day of August, 2005, by the following vote of the Council:

AYES: Zadra, Hascheff, Gustin, Sferrazza, Dortch, Cashell

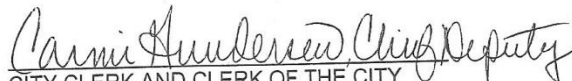
NAYS: None

ABSTAIN: None ABSENT: Aiazzi

APPROVED this 31st day of August, 2005.


MAYOR OF THE CITY OF RENO

ATTEST:


CITY CLERK AND CLERK OF THE CITY
COUNCIL OF THE CITY OF RENO, NEVADA



EFFECTIVE DATE: September 2, 2005

LDC05-00127 (Bella Vista Ranch) - zm ord - VAK

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Appendix I
Zoning Ordinances & PUD Certification Letters

EXHIBIT "A"

CENTEX HOMES - BELLA VISTA RANCH

All that certain real property situate in the North ½ of Section 10 and the South ½ of Section 3, Township 18 North, Range 20 East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

BEGINNING at the intersection of the East-West centerline of said Section 10 and the North-South property line between Bella Vista and Double Diamond Ranches as defined in the boundary line agreement recorded in the Washoe County Official Records on November 15, 1986 under filing No. 1034484, said point being a ½" rebar with a plastic cap labeled "RLS 445";

Thence, N 89°19'31" E, 4987.05 feet along said East-West centerline;

Thence, N 25°56'31" E, 145.20 feet;

Thence, along a tangent curve to the left having a radius of 135.00 feet, an arc length of 116.47 feet and a central angle of 49°25'46";

Thence, N 23°29'15" W, 540.25 feet;

Thence, along the arc of a tangent curve to the left having an arc length of 79.94 feet, a radius of 70.00 feet, and a central angle of 65°25'52";

Thence, N 88°55'07" W, 96.34 feet;

Thence, N 04°32'44" E, 77.56 feet;

Thence, along a tangent curve to the left having an arc length of 1378.44 feet, a radius of 1430.00 feet, and a central angle of 55°13'48" to a point of reverse curvature;

Thence, along said reverse curve, having an arc length of 466.06 feet, a radius of 1570.00 feet, and a central angle of 17°00'30";

Thence, N 33°40'34" W, 1159.65 feet;

Thence, along a tangent curve to the right having an arc length of 180.28 feet, a radius of 1170.00 feet, and a central angle of 08°49'43";

Thence, S 67°19'56" W, 227.28 feet;

Thence, along a tangent curve to the right having an arc length of 32.89 feet, a radius of 1444.50 feet, and a central angle of 01°18'16";

Thence, N 21°21'48" W, 101.50 feet;

Thence, along a non-tangent curve to the right having tangent bearing of S 68°38'12" W, an arc length of 1457.82 feet, a radius of 1343.00 feet, and a central angle of 62°11'40";

Thence, N 49°10'08" W, 83.58 feet;

Thence, along a tangent curve to the left having an arc length of 1465.40 feet, a radius of 2057.00 feet, and a central angle of 40°49'02" to the aforementioned North-South property line between Bella Vista and Double Diamond Ranches;

Thence, along said North-South property line, S 01°24'21" W, 1353.66 feet;

Thence, continuing along said North-South property line S 00°51'34" W, 762.76 feet;

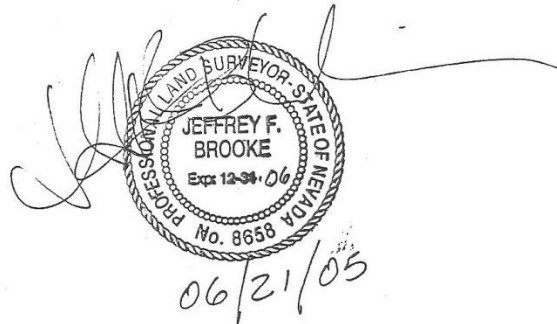
Thence, continuing along said North-South property line S 00°38'20" W, 2273.42 feet to the **Point of Beginning**.

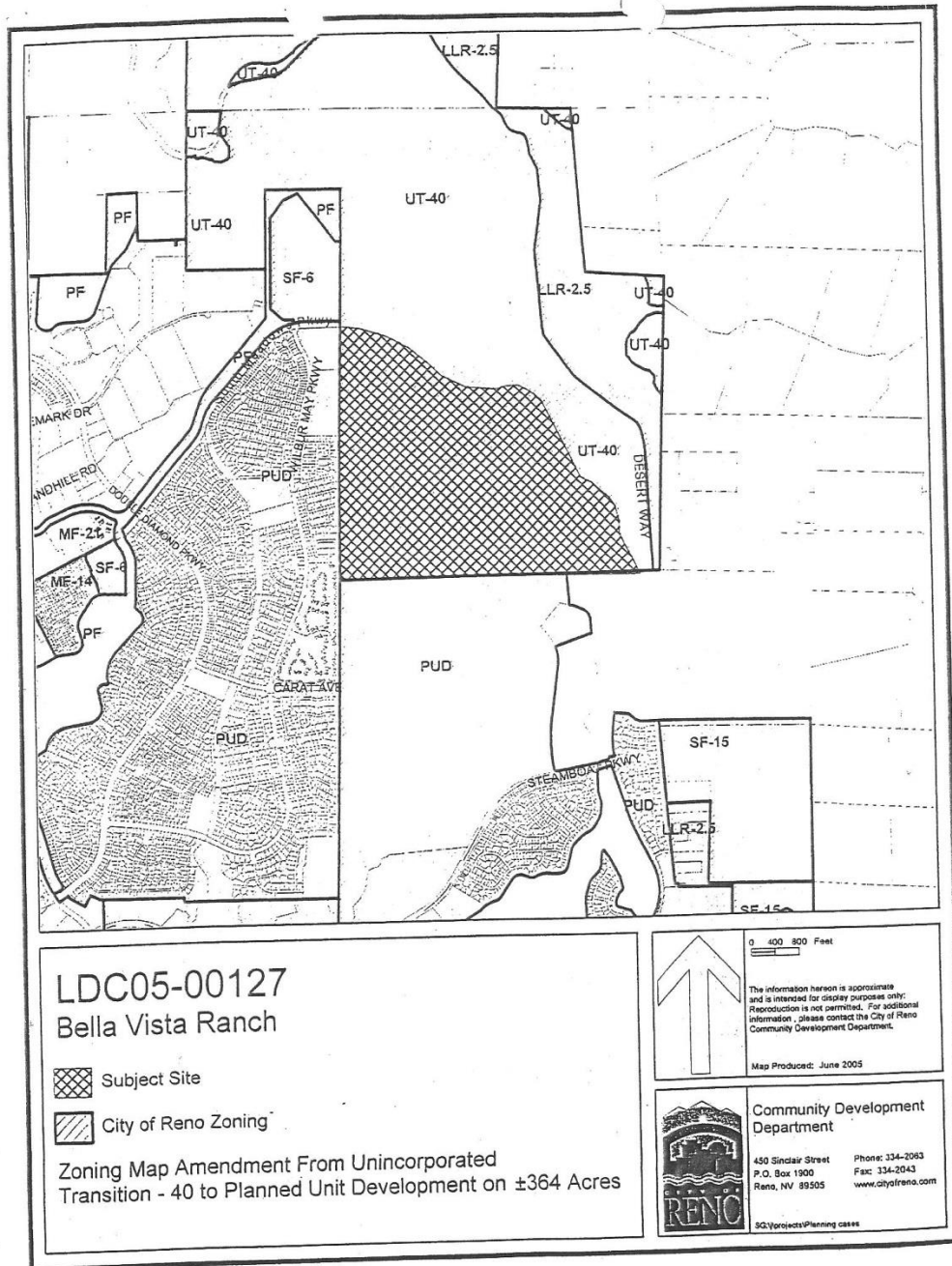
CONTAINING: 366.49 acres of land, more or less.

The above-described parcel is subject to all reservations and easements of record.

BASIS OF BEARINGS: Nevada State Plane coordinate system, West Zone Modified (NAD 83/94).

NOTE TO WASHOE COUNTY RECORDER: THIS LEGAL DESCRIPTION IS INTENDED FOR ZONING PURPOSES AND IS NOT TO BE ATTACHED TO ANY DOCUMENT TRANSFERRING FEE TITLE.





Appendix I
Zoning Ordinances & PUD Certification Letters

EXPLANATION: Matter underlined is new; matter in brackets and stricken [--] is material to be repealed.

BILL NO. 6827

ORDINANCE NO. 6265

ORDINANCE TO AMEND TITLE 18, CHAPTER 18.08 OF THE RENO MUNICIPAL CODE, ENTITLED "ZONING", SECTION 18.08.102(B).1284, TO CHANGE THE TEXT IN THE PUD DEVELOPMENT DESIGN STANDARDS TO: 1) MODIFY THE FIRE SERVICES AGREEMENT RELATED TO THE PER UNIT FIRE FEE, AND TO ADDRESS THE LOCATION AND TIMING TO CONSTRUCT A FIRE STATION ASSOCIATED WITH THE PROJECT; 2) MODIFY THE TIMING IN WHICH TO DESIGN AND CONSTRUCT THE PUBLIC PARK; AND 3) OTHER MODIFICATIONS NECESSARY SUCH AS: MAP, GRAPHIC AND TEXT CHANGES TO THE DESIGN STANDARDS TO EFFECT THE CHANGES PROPOSED WITH ITEMS 1 AND 2 LISTED ABOVE, ON ±364 ACRES LOCATED ALONG THE SOUTH SIDE OF SOUTH MEADOWS PARKWAY AND EXTENDS TO THE SOUTH ±3,785 FEET (±.73 MILES) ALONG THE EAST AND WEST SIDES OF VETERANS PARKWAY FROM THE SOUTH MEADOWS PARKWAY/VETERANS PARKWAY INTERSECTION IN A PUD (PLANNED UNIT DEVELOPMENT) ZONE; TOGETHER WITH OTHER MATTERS PROPERLY RELATING THERETO.

SPONSORED BY: RENO CITY PLANNING COMMISSION

THE CITY COUNCIL OF THE CITY OF RENO DOES ORDAIN:

SECTION 1. Chapter 18.08 of the Reno Municipal Code is hereby amended by adding thereto a new section to be known as Section 18.08.102(b).1284 relating to a ±364 acre site located along the south side of South Meadows Parkway and extends to the south ±3,785 feet (±.73 miles) along the east and west sides of Veterans Parkway from the South Meadows Parkway/Veterans Parkway intersection and more particularly described in the attached "Exhibit A"; to change the text in the PUD Development Design Standards handbook to: 1) modify the Fire services agreement related to the per unit fire fee, and to address the location and timing to construct a fire station associated with the project; 2) modify the timing in which to design and construct the public park; and 3) other modifications necessary such as: map, graphic and text changes to the Development Design Standards Handbook to effect the changes proposed with items 1 and 2 listed above, the same to read as follows:

Sec. 18.08.102(b).1284. The zoning of the City of Reno as heretofore established is hereby amended in the manner shown on the map labeled Case No. LDC13-00012, thereby changing the use of land indicated therein, relating to a ±364 acre site located along the south side of South Meadows Parkway and extends to the south ±3,785 feet (±.73 miles) along the east and west sides of Veterans Parkway from the South Meadows Parkway/Veterans Parkway intersection, and more particularly

-1-

CASE NO. LDC13-00012 (Bella Vista Ranch PUD amendment-Bonaventure)

Appendix I
Zoning Ordinances & PUD Certification Letters

described in the attached "Exhibit A"; to change the text in the PUD Development Design Standards Handbook to: 1) modify the Fire services agreement related to the per unit fire fee, and to address the location and timing to construct a fire station associated with the project; 2) modify the timing in which to design and construct the public park; and 3) other modifications necessary such as: map, graphic and text changes to the Development Design Standards Handbook to effect the changes proposed with items 1 and 2 listed above.

SECTION 2. This Ordinance shall be in effect from and after its passage, adoption and publication in one issue of a newspaper printed and published in the City of Reno; and upon certification by City Council of the amended PUD Development Design Standards Handbook for Case No. LDC13-00012 and recordation of the amended PUD Development Design Standards Handbook for Case No. LDC13-00012.

SECTION 3. The City Clerk and Clerk of the City Council of the City of Reno is hereby authorized and directed to have this Ordinance published in one issue of the Reno-Gazette Journal, a newspaper printed and published in the City of Reno.

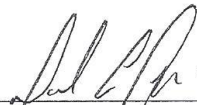
PASSED AND ADOPTED this 7th day of November, 2012, by the following vote of the Council:

AYES: Sferrazza, Zadra, Gustin, Dortch, Aiazzi, Hascheff, Cashell


NAYS: None

ABSTAIN: None ABSENT: None

APPROVED this 7th day of November, 2012.

for  DAVE AIAZZI
ROBERT A. CASHELL, SR.
MAYOR OF THE CITY OF RENO

ATTEST:


LYNNETTE R. JONES
CITY CLERK AND CLERK OF THE CITY
COUNCIL OF THE CITY OF RENO, NEVADA



EFFECTIVE DATE: November 9, 2012.

LDC13-00012 (Bella Vista Ranch PUD Amendment-Bonaventure) - ord - VAK - 102412 CC mtg.doc

EXHIBIT "A"

CENTEX HOMES - BELLA VISTA RANCH

All that certain real property situate in the North ½ of Section 10 and the South ½ of Section 3, Township 18 North, Range 20 East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

BEGINNING at the intersection of the East-West centerline of said Section 10 and the North-South property line between Bella Vista and Double Diamond Ranches as defined in the boundary line agreement recorded in the Washoe County Official Records on November 15, 1986 under filing No. 1034484, said point being a ½" rebar with a plastic cap labeled "RLS 445";

Thence, N 89°19'31" E, 4987.05 feet along said East-West centerline;

Thence, N 25°56'31" E, 145.20 feet;

Thence, along a tangent curve to the left having a radius of 135.00 feet, an arc length of 116.47 feet and a central angle of 49°25'46";

Thence, N 23°29'15" W, 540.25 feet;

Thence, along the arc of a tangent curve to the left having an arc length of 79.94 feet, a radius of 70.00 feet, and a central angle of 65°25'52";

Thence, N 88°55'07" W, 96.34 feet;

Thence, N 04°32'44" E, 77.56 feet;

Thence, along a tangent curve to the left having an arc length of 1378.44 feet, a radius of 1430.00 feet, and a central angle of 55°13'48" to a point of reverse curvature;

Thence, along said reverse curve, having an arc length of 466.06 feet, a radius of 1570.00 feet, and a central angle of 17°00'30";

Thence, N 33°40'34" W, 1159.65 feet;

Thence, along a tangent curve to the right having an arc length of 180.28 feet, a radius of 1170.00 feet, and a central angle of 08°49'43";

Thence, S 67°19'56" W, 227.28 feet;

Thence, along a tangent curve to the right having an arc length of 32.89 feet, a radius of 1444.50 feet, and a central angle of 01°18'16";

Thence, N 21°21'48" W, 101.50 feet;

Thence, along a non-tangent curve to the right having tangent bearing of S 68°38'12" W, an arc length of 1457.82 feet, a radius of 1343.00 feet, and a central angle of 62°11'40";

Thence, N 49°10'08" W, 83.58 feet;

Thence, along a tangent curve to the left having an arc length of 1465.40 feet, a radius of 2057.00 feet, and a central angle of 40°49'02" to the aforementioned North-South property line between Bella Vista and Double Diamond Ranches;

Thence, along said North-South property line, S 01°24'21" W, 1353.66 feet;

Thence, continuing along said North-South property line S 00°51'34" W, 762.76 feet;

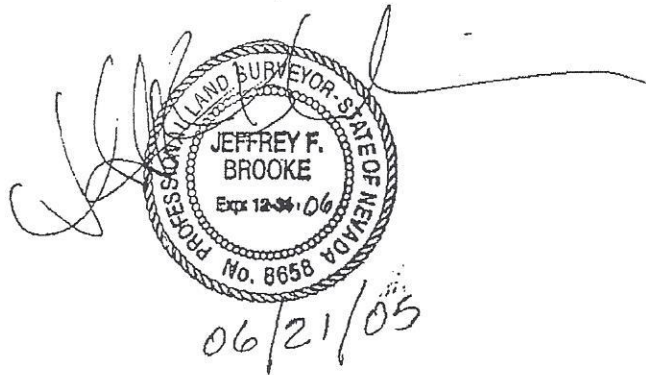
Thence, continuing along said North-South property line S 00°38'20" W, 2273.42 feet to the Point of Beginning.

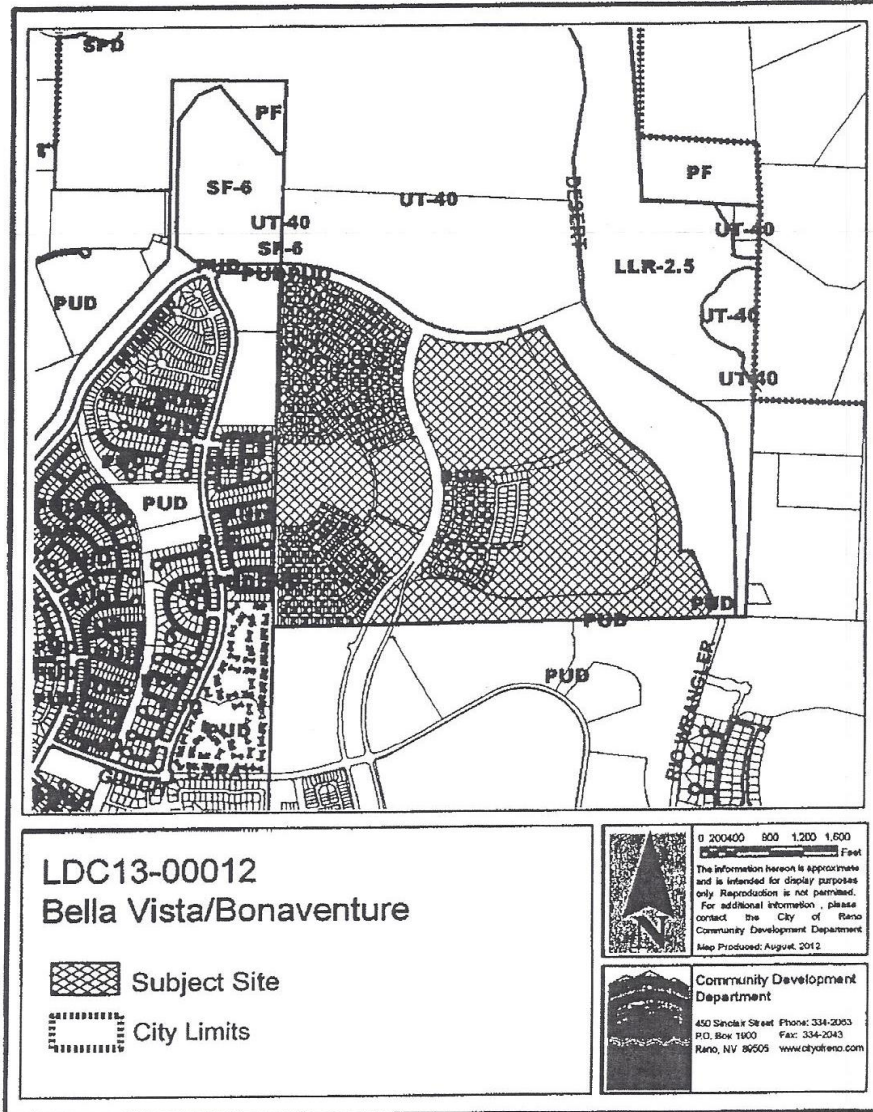
CONTAINING: 366.49 acres of land, more or less.

The above-described parcel is subject to all reservations and easements of record.

BASIS OF BEARINGS: Nevada State Plane coordinate system, West Zone Modified (NAD 83/94).

NOTE TO WASHOE COUNTY RECORDER: THIS LEGAL DESCRIPTION IS INTENDED FOR ZONING PURPOSES AND IS NOT TO BE ATTACHED TO ANY DOCUMENT TRANSFERRING FEE TITLE.





Appendix I
Zoning Ordinance & PUD Certifications

EXPLANATION: Matter underlined is new; matter in brackets and stricken [--] is material to be repealed.

BILL NO. 6920

ORDINANCE NO. 6352

ORDINANCE TO AMEND TITLE 18, CHAPTER 18.08 OF THE RENO MUNICIPAL CODE, ENTITLED "ZONING", SECTION 18.08.102(B).1309, TO CHANGE THE TEXT IN THE PUD DEVELOPMENT DESIGN STANDARDS TO: 1) RELOCATE THE EIGHT ACRE ELEMENTARY SCHOOL SITE FROM THE SOUTH CENTRAL PORTION OF THE SITE IN VILLAGE A TO THE NORTHEAST PORTION OF THE SITE IN VILLAGE C; 2) INCREASE THE ACREAGE OF VILLAGE B BY 10.6 ACRES FROM 34.6 ACRES TO 45.2 ACRES; AND 3) REDUCE THE ACREAGE OF VILLAGE C BY 8 ACRES FROM 59.9 ACRES TO 51.9 ACRES LOCATED ALONG THE SOUTH SIDE OF SOUTH MEADOWS PARKWAY AND EXTENDS TO THE SOUTH \pm 3,785 FEET (\pm .73 MILES) ALONG THE WEST AND EAST SIDES OF VETERANS PARKWAY, IN THE PUD ZONE IN A PUD (PLANNED UNIT DEVELOPMENT) ZONE; TOGETHER WITH OTHER MATTERS PROPERLY RELATING THERETO.

SPONSORED BY: RENO CITY PLANNING COMMISSION

THE CITY COUNCIL OF THE CITY OF RENO DOES ORDAIN:

SECTION 1. Chapter 18.08 of the Reno Municipal Code is hereby amended by adding thereto a new section to be known as Section 18.08.102(b).1309 relating to a \pm 364 acre site located along the south side of South Meadows Parkway and extends to the south \pm 3,785 feet (\pm .73 miles) along the west and east sides of Veterans Parkway, in the PUD zone, and more particularly described in the attached "Exhibit A"; to change the text in the PUD Development Design Standards Handbook to: 1) relocate the eight acre elementary school site from the south central portion of the site in Village A to the northeast portion of the site in Village C; 2) increase the acreage of Village B by 10.6 acres from 34.6 acres to 45.2 acres; and 3) reduce the acreage of Village C by 8 acres from 59.9 acres to 51.9 acres, the same to read as follows:

Sec. 18.08.102(b).1309. The zoning of the City of Reno as heretofore established is hereby amended in the manner shown on the map labeled Case No. LDC15-00001, thereby changing the use of land indicated therein, relating to a \pm 364 acre site located along the south side of South Meadows Parkway and extends to the south \pm 3,785 feet (\pm .73 miles) along the west and east sides of Veterans Parkway, in the PUD zone, and more particularly described in the attached "Exhibit A"; to change the text in the PUD Development Design Standards Handbook to: 1) relocate the eight acre elementary school site from the south central portion of the site in Village A to the northeast portion of the site in Village C; 2) increase the acreage of Village B by 10.6 acres from 34.6 acres to 45.2 acres; and 3) reduce the acreage of Village C by 8 acres from 59.9 acres to 51.9 acres.

CASE NO. LDC15-00001 (Bella Vista Ranch PUD Amendment)

-1-


SECTION 2. This Ordinance shall be in effect from and after its passage, adoption and publication in one issue of a newspaper printed and published in the City of Reno; and upon certification by City Council of the amended PUD Development Design Standards Handbook for Case No. LDC15-00001 and recordation of the amended PUD Development Design Standards Handbook for Case No. LDC15-00001.

SECTION 3. The City Clerk and Clerk of the City Council of the City of Reno is hereby authorized and directed to have this Ordinance published in one issue of the Reno-Gazette Journal, a newspaper printed and published in the City of Reno.

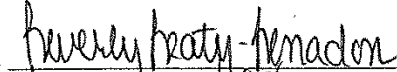
PASSED AND ADOPTED this 22nd day of December, 2014, by the following vote of the Council:

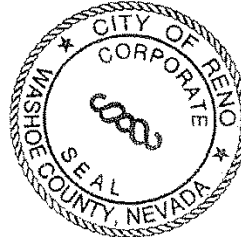
AYES:	<u>Delgado, Zadra, Schieve, Brekhus, Jardon, Cashell</u>
NAYS:	<u>None</u>
ABSTAIN:	<u>None</u>
ABSENT:	<u>Dortch</u>

APPROVED this 22nd day of October, 2014.


ROBERT A. CASHELL, SR.
MAYOR OF THE CITY OF RENO

ATTEST:


LYNNETTER JONES
CITY CLERK AND CLERK OF THE
CITY COUNCIL OF THE CITY OF
RENO, NEVADA



EFFECTIVE DATE: October 24, 2014.

LDC15-00001 (Bella Vista Ranch PUD Amendment) - VAK.doc

EXHIBIT "A"

CENTEX HOMES - BELLA VISTA RANCH

All that certain real property situate in the North ½ of Section 10 and the South ½ of Section 3, Township 18 North, Range 20 East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

BEGINNING at the intersection of the East-West centerline of said Section 10 and the North-South property line between Bella Vista and Double Diamond Ranches as defined in the boundary line agreement recorded in the Washoe County Official Records on November 15, 1986 under filing No. 1034484, said point being a ½" rebar with a plastic cap labeled "RLS 445";

Thence, N 89°19'31" E, 4987.05 feet along said East-West centerline;

Thence, N 25°56'31" E, 145.20 feet;

Thence, along a tangent curve to the left having a radius of 135.00 feet, an arc length of 116.47 feet and a central angle of 49°25'46";

Thence, N 23°29'15" W, 540.25 feet;

Thence, along the arc of a tangent curve to the left having an arc length of 79.94 feet, a radius of 70.00 feet, and a central angle of 65°25'52";

Thence, N 88°55'07" W, 96.34 feet;

Thence, N 04°32'44" E, 77.56 feet;

Thence, along a tangent curve to the left having an arc length of 1378.44 feet, a radius of 1430.00 feet, and a central angle of 55°13'48" to a point of reverse curvature;

Thence, along said reverse curve, having an arc length of 466.06 feet, a radius of 1570.00 feet, and a central angle of 17°00'30";

Thence, N 33°40'34" W, 1159.65 feet;

Thence, along a tangent curve to the right having an arc length of 180.28 feet, a radius of 1170.00 feet, and a central angle of 08°49'43";

Thence, S 67°19'56" W, 227.28 feet;

Thence, along a tangent curve to the right having an arc length of 32.89 feet, a radius of 1444.50 feet, and a central angle of 01°18'16";

Thence, N 21°21'48" W, 101.50 feet;

Thence, along a non-tangent curve to the right having tangent bearing of S 68°38'12" W, an arc length of 1457.82 feet, a radius of 1343.00 feet, and a central angle of 62°11'40";

Thence, N 49°10'08" W, 83.58 feet;

Thence, along a tangent curve to the left having an arc length of 1465.40 feet, a radius of 2057.00 feet, and a central angle of 40°49'02" to the aforementioned North-South property line between Bella Vista and Double Diamond Ranches;

Thence, along said North-South property line, S 01°24'21" W, 1353.66 feet;

Thence, continuing along said North-South property line S 00°51'34" W, 762.76 feet;

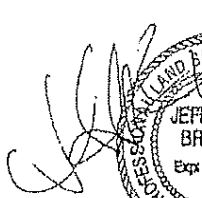
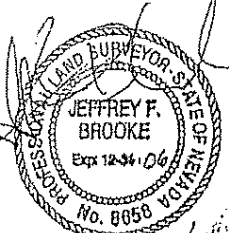
Thence, continuing along said North-South property line S 00°38'20" W, 2273.42 feet to the Point of Beginning.

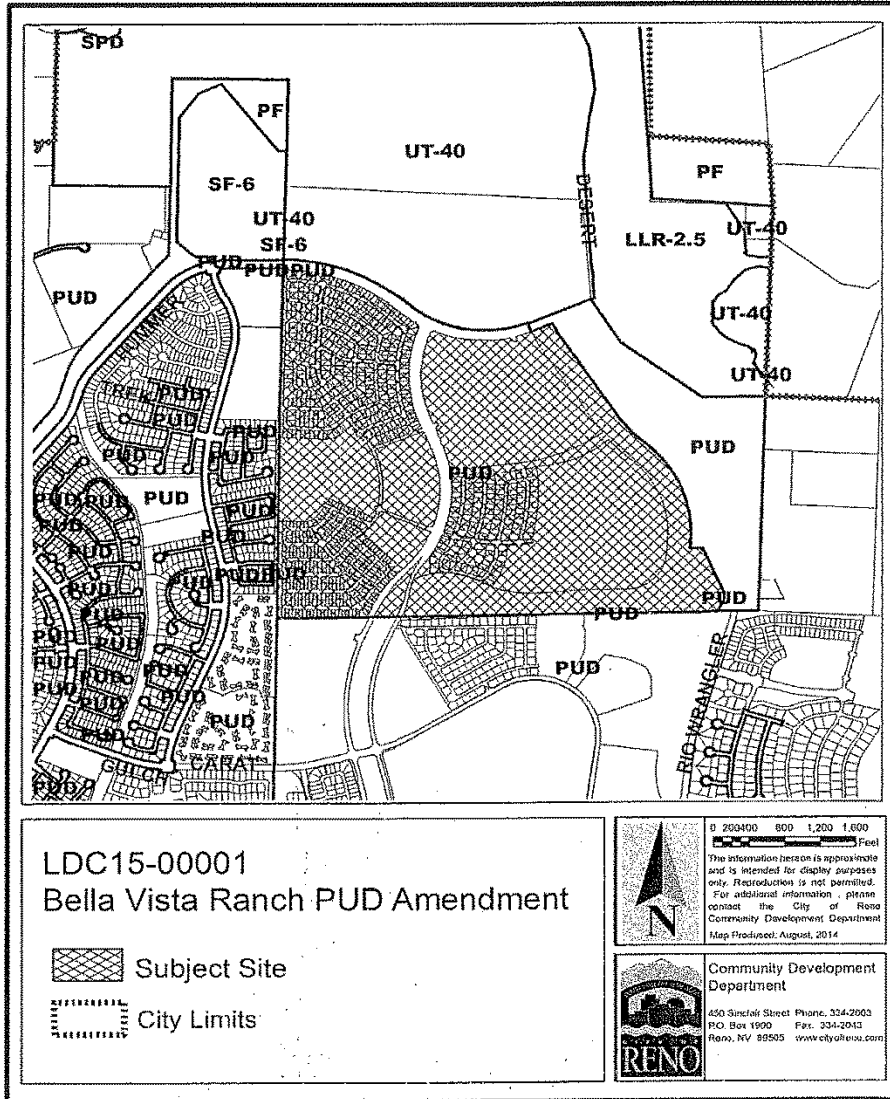
CONTAINING: 366.49 acres of land, more or less.

The above-described parcel is subject to all reservations and easements of record.

BASIS OF BEARINGS: Nevada State Plane coordinate system, West Zone Modified (NAD 83/94).

NOTE TO WASHOE COUNTY RECORDER: THIS LEGAL DESCRIPTION IS INTENDED FOR ZONING PURPOSES AND IS NOT TO BE ATTACHED TO ANY DOCUMENT TRANSFERRING FEE TITLE.

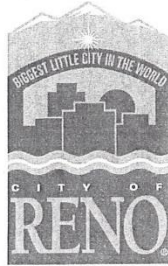


06/21/05



Appendix I
Zoning Ordinances & PUD Certification Letters

Lynnette R. Jones
City Clerk
(775) 334-2030
jonesl@reno.gov

Beverly Beaty-Benadom
Deputy City Clerk
(775) 334-2030
Beaty-BenadomB@reno.gov



Office of the City Clerk
Central Cashiering (775)334-2032
Parking Tickets (775)334-2279

November 9, 2012

FILED THIS DATE
11 / 09 / 12
BY: BBB
CITY CLERK


Bonaventure Senior Living
322 State Street, Suite 200
Salem, OR 97301

RE: Case No. LDC13-00012 (Bella Vista Ranch PUD Amendment/Bonaventure) - **NOTICE OF FINAL ACTION, DECISION OR ORDER**

Dear Applicant:

At a regular meeting held November 7, 2012, the City Council passed and adopted Ordinance No. 6265, approving the above referenced case.

Sincerely,

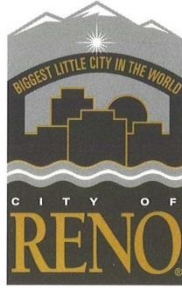

Lynnette R. Jones
City Clerk

LRJ:bbb

xc: Community Development
Vern Kloos, Community Development
Jeff Mann, Parks, Recreation & Community Services
Mike Railey, Rubicon Design Group, LLC
Corona Cyan, LLC, Rancho Cordova, CA

Lynnette R. Jones
City Clerk
(775) 334-2030
JonesL@reno.gov

Beverly Beaty-Benadom
Deputy City Clerk
(775) 334-2030
Beaty-BenadomB@reno.gov



Office of the City Clerk
Central Cashiering (775)334-2032
Parking Tickets (775)334-2279

FILED THIS DATE
2 / 14 / 13
BY: BBB
CITY CLERK

February 14, 2013

Bonaventure Senior Living
322 State Street, Suite 200
Salem, OR 97301

RE: Case No. LDC13-00012 (Bella Vista Ranch PUD Amendment/Bonaventure) –
Certification of Bella Vista Ranch Planned Unit Development Design Standards
Handbook

Dear Applicant:

At a regular meeting held February 13, 2013, the Reno City Council certified the Bella Vista Ranch Planned Unit Development (PUD) Design Standards Handbook. The amendments were tentatively approved by the Council on October 24, 2012.

In order to effectuate the PUD, the Handbook must be recorded at the Washoe County Recorder's Office in accordance with NRS 278A.

Sincerely,

for Beverly Beaty-Benadom
Lynnette R. Jones
City Clerk

LRJ:bbb

xc: Community Development
Vern Kloos, Community Development
Jeff Mann, Parks, Recreation & Community Services
Mike Railey, Rubicon Design Group, LLC
Corona Cyan, LLC, Rancho Cordova, CA

One East First Street, Second Floor*P.O. Box 7, Reno, NV 89504
www.reno.gov

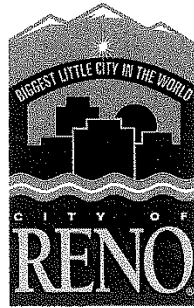
Appendix J
Clerk's Letter

Lynnette R. Jones
City Clerk
(775) 334-2030
JonesL@reno.gov

Beverly Beaty-Benadom
Deputy City Clerk
(775) 334-2030
Beaty-BenadomB@reno.gov

October 9, 2014

Corona Cyan, LLC
10459 Double R Boulevard
Reno, NV 89521



Office of the City Clerk
Central Cashiering (775) 334-2032
Parking Tickets (775) 334-2279

FILED THIS DATE
10 / 09 / 14
BY: BBB
CITY CLERK

RE: Case No. LDC15-00001 (Bella Vista Ranch PUD Amendment) – Zoning Map Amendment

Dear Applicant:

At a regular meeting held October 8, 2014, and following a public hearing thereon, the City Council upheld the recommendation of the Planning Commission and approved the request for a zoning map amendment to amend the text, tables and graphics of the Bella Vista Ranch Planned Unit Development (PUD) Design Standards Handbook to: 1) relocate the eight acre elementary school site from the south central portion of the site in Village A to the northeast portion of the site in Village C; 2) increase the acreage of Village B by 10.6 acres from 34.6 acres to 45.2 acres; and 3) reduce the acreage of Village C by 8 acres from 59.9 acres to 51.9 acres, by ordinance, subject to compliance with Condition A as follows. The ±364 acre site is located along the south side of South Meadows Parkway and extends to the south ±3,785 feet (±.73 miles) along the west and east sides of Veterans Parkway, in the PUD zone. The site has a Master Plan land use designation of Special Planning Area.

CONDITION A:

Approval of the amendment to Bella Vista Ranch Planned Unit Development (PUD) Design Standards is subject to the modifications to the Handbook as noted in Exhibit A and any modifications made by the Planning Commission and City Council at their respective public hearings. The revisions shall be incorporated into the Design Guidelines Handbook and submitted to staff in both paper and two electronic formats (Word and PDF) for review within two (2) months of the date of City Council approval; and certified by the City Council within four (4) months of the date of City Council approval. Failure by the applicant to conform to either time deadline shall render this approval null and void.

Sincerely,


Lynnette R. Jones
City Clerk

LRJ:bbb

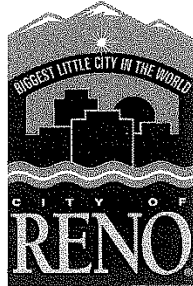
Enclosure: Exhibit A

xc: Community Development
Vern Kloos, Community Development
Jeff Mann, Parks, Recreation & Community Services
Randy Walter, Places Consulting, 6250 Fieldstone Place, Reno NV 89523

One East First Street, Second Floor*P.O. Box 7, Reno, NV 89504
www.reno.gov

Appendix J
Clerk's Letter

Beverly Beaty-Benadom
Acting City Clerk
(775) 334-2030
Beaty-BenadomB@reno.gov



Office of the City Clerk
Central Cashiering (775) 334-2032
Parking Tickets (775) 334-2279

October 24, 2014

FILED THIS DATE
10 / 24 / 14
BY: BBB
CITY CLERK

Corona Cyan, LLC
10459 Double R Boulevard
Reno, NV 89521

RE: Case No. LDC15-00001 (Bella Vista Ranch PUD Amendment) – Zoning Map
Amendment – ***NOTICE OF FINAL ACTION, DECISION OR ORDER***

Dear Applicant:

At a regular meeting held October 22, 2014, the City passed and adopted Ordinance No. 6352, approving the zoning map amendment for the above referenced case.

Sincerely,


Beverly Beaty-Benadom
Acting City Clerk

xc: Community Development
Vern Kloos, Community Development
Jeff Mann, Parks, Recreation & Community Services
Randy Walter, Places Consulting, 6250 Fieldstone Place, Reno NV 89523

One East First Street, Second Floor*P.O. Box 7, Reno, NV 89504
www.reno.gov

Appendix J
Clerk's Letter

Appendix K (Attached)
First Amended and Restated Public Facility Site Agreement

**FIRST AMENDED AND RESTATED PUBLIC FACILITY SITE
AGREEMENT**

BETWEEN

**CITY OF RENO,
A municipal corporation**

AND

**CORONA CYAN LLC,
A Delaware Limited Liability Corporation**

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**FIRST AMENDED AND RESTATED
PUBLIC FACILITY SITE AGREEMENT**

THIS FIRST AMENDED AND RESTATED PUBLIC FACILITY SITE AGREEMENT ("Agreement") is entered into by and between the CITY OF RENO, a municipal corporation ("City"); and CORONA CYAN LLC, a Delaware limited liability company and its successors and assigns ("Developer"). In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1 GENERAL

1.1 On February 14, 2007, the City and Centex Homes, a Nevada general partnership ("Centex"), entered into a Fire Station Development Agreement ("Prior Agreement") which was executed by the City on March 14, 2007. On March 29, 2008, Centex and Developer, executed a General Assignment, Bill of Sale and Assignment and Assumption Agreement (the "General Assignment") whereby Centex granted, sold, assigned, transferred, conveyed and delivered to Developer any and all rights and obligations previously held by Centex in and under the Prior Agreement, all in connection with Developer's acquisition from Centex of the Bella Vista Ranch real estate development project located in Reno, Nevada. Pursuant to the General Assignment, Developer succeeded to the rights and obligations of Centex under the Prior Agreement and is now the "Developer" (as that term is defined in the Prior Agreement).

1.2 Pursuant to Sections 1.2 and 3.4 of the Prior Agreement, Centex voluntarily agreed and offered to dedicate to the City a fire station site and construct a turnkey fire station as indicated in the Prior Agreement. Pursuant to Section 5.3 of the Prior Agreement, if the fire station has not been constructed, Centex may assign its obligation to construct the fire station subject to approval by the City. The City desires to approve an assignment of the Prior Agreement to Developer, as is amended herein.

1.3 The City and Developer desire to amend the Prior Agreement to modify their respective obligations thereunder, and to provide for, among other modifications, the application of the Prior Agreement, as amended, to the 637+/- acres of real property located in the City of Reno and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. This Agreement covers the following two (2) planned unit developments (PUD's): 1) City of Reno Case No. LDC05-00127, the planned unit development handbook which was approved by the City in August, 2005 (the "Phase 1 Handbook") as may be amended; and 2) City of Reno Case No. LDC10-00051, the planned unit development handbook (the "Phase 2 Handbook") as may be amended, which is currently being processed by the City. Both projects, for ease of reference are referred to collectively as the PUD's and all terms herein apply to both projects. This Agreement is subject to all other provisions contained in the applicable PUD's.

1.4 Pursuant to the provisions of this Agreement, Developer will transfer to the City by a Grant, Bargain and Sale Deed that certain Public Facility Site defined in Section 2 below, and make certain contributions from the PUD's toward the City's construction of a fire station that will serve the PUD's.

1.5 The Public Facility Site defined in Section 2 below, and all improvements thereon shall not be part of any homeowners' associations, landscape maintenance districts, drainage districts, or any other association or district established as a part of the PUD.

1.6 Upon full execution hereof and payment of the Initial Contribution (as defined below), this Agreement fully amends, restates, and supersedes the Prior Agreement.

TRANSFER OF PUBLIC FACILITY SITE TO THE CITY

The Public Facility Site is more particularly described in Exhibit "B" (the "Public Facility Site"). Promptly following full execution of this Agreement, Developer shall execute and cause to be recorded at Developer's sole cost and expense a Grant Bargain and Sale Deed in the form attached hereto as Exhibit "C", and all related transfer documents approved by the City Attorney's Office which will transfer ownership of the Public Facility Site to the City. The Public Facility Site shall be transferred to the City free and clear of all encumbrances and liens except for permitted exceptions agreed to by the City in its reasonable discretion. When ownership of the Public Facility Site is transferred to the City, it shall be in good condition, free of any hazardous waste, weeds and/or debris, and shall include all water rights, if any, owned by the Developer. The Developer shall bring all utilities up to the Public Facility Site prior to transfer of ownership to the Public Facility Site to the City. The Developer shall also execute a Developers Release and Affidavit in the form attached as Exhibit "D". With this transfer, the Developer hereby waives any reversionary rights to the Public Facility Site, including any rights under NRS 268.050. Once the City receives the Initial Contribution (defined below) and the City has received a fully executed Grant Bargain and Sale Deed and related documents that has been recorded by the Developer in the official records of Washoe County, the Developer shall have no further responsibility, liability, or obligation for the Public Facility Site and the City agrees to take ownership and maintain the Public Facility Site in accordance with City codes.

3**CONTRIBUTIONS**

3.1 **Initial Contribution.** Within thirty (30) days of execution of this Agreement, Developer shall pay to the City the sum of One Million and No/100ths Dollars (\$1,000,000.00) (the "Initial Contribution"), which funds shall be placed in a restricted City account and shall

only be used by the City toward the construction of a fire station which will serve the PUD's consistent with the City's response times utilized to provide fire service. The location of this fire station shall be in the sole discretion of the City but the location shall be adequate to provide fire services to the PUD's as noted above. The Initial Contribution shall be comprised of the following and shall be paid as follows: (1) Developer shall cause to be transferred to the City all right, title, and interest in and to that certain deposit account with Wells Fargo Bank, which account is identified as account number #1763113667 (the "Account") which balance shall be no less than Two Hundred Twenty Seven Thousand and No/100ths (\$227,000.00). This Account is currently owned by Centex Homes, a Nevada general partnership (Centex). Centex shall be a party and signatory to this Agreement for the sole purpose of transferring ownership of this Account to the City. Once Centex has caused this Account to be transferred to the City, Centex shall have no further obligations under this Agreement. (2) The Developer shall also authorize the transfer and release to the City of all funds the City has collected and currently holds for the issuance of building permits for the PUD's pursuant to the Prior Agreement (Building Permit Funds). This amount is estimated to be One Hundred Twenty Thousand and No/100ths (\$120,000.00). Developer shall pay to the City, via wire transfer, an amount equal to the difference between the Initial Contribution and the actual balances in the Account and Building Permit Funds at the time the Account and Building Permit Funds are transferred from or released by Developer to the City.

If the Initial Contribution is not paid to City within this thirty (30) day period, interest shall accrue at the rate of one (1) percent, compounded monthly, until the Initial Contribution has been paid to the City. In addition to the above, if the Initial Contribution is not paid by the Developer to the City within thirty (30) days, this shall be a material breach of this Agreement

and Developer shall have the full obligation to construct a turn-key fire station at the Public Facility Site by December 31, 2025 but shall have no further obligations hereunder. The City shall also withhold all building permits if the Initial Contribution is not paid within (30) days.

3.2 Contributions. In addition to the Initial Contribution, Developer shall provide contributions for the construction of the fire station in connection with the development of each of the PUD's which obtain building permits after the execution of this Agreement. The contribution due (the "Contribution" or "Contributions") for each Unit under this Section 3.2 shall be as follows: (1) the sum of Three Hundred and No/100ths Dollars (\$300.00) for each Residential Unit constituting a single family dwelling; (2) the sum of Two Hundred and No/100ths Dollars (\$200.00) for each Residential Unit constituting an individual multi-family dwelling; and (3) thirty five cents (\$0.35) per gross building square foot for Non-Residential Units. As used herein, "Residential Unit" means any single family dwelling or individual multi-family dwelling in the Project, and "Non-Residential Unit" means any stand-alone building in the Project located upon property holding a commercial land use designation which is not a "Residential Unit". (Residential Units and Non-Residential Units may be referred to herein individually as a "Unit" and collectively as "Units"). Units shall not include civic uses, such as parks, schools, recreational amenities (e.g. golf course, fitness center, community center, or homeowner association facilities), open space, wetlands, common area, government-owned facilities, streets, flood control improvements, etc (collectively, the "Civic Uses"). It is noted that certain Units that have already obtained building permits paid at a different rate, which is deemed to be adequate and no further capital contributions shall be required for those units. Once a Contribution is made for a Unit, that Unit shall be completely released from all further obligations to contribute under this Section 3 without the need to record a release of the lien and

charge of this Agreement as to said Unit, and said Unit owner shall have no liability if Contributions are not timely made for other Units or any Developer obligations of this Agreement are not performed. If requested, the City agrees to sign and deliver to Developer, which Developer may cause to be recorded at its sole cost and expense, a release of lien required by a title company with respect to the sale of a Unit, provided that the form of the release of lien is acceptable to the City, in the City's reasonable discretion.

3.3. Payment of Contributions. Each and every Contribution required by Section 3.2 above shall be paid to the City prior to the issuance of a building permit for that Unit. The City shall have the right to delay or deny the issuance of any and all building permits for a material default of this Agreement or deny or delay a building permit for any Unit for which the Contribution has not been paid until such time as the Contribution has been paid. For purposes of clarification, the approval of parcel maps, tentative maps, special use permits, records of survey, final subdivision maps, or approval of certificates of occupancy for Civic Uses within the Project shall not trigger the obligation to make Contributions hereunder.

3.4 Sale Proceeds. City shall receive full ownership of the Public Facility Site. If City determines it no longer has a municipal or government use for the site, it may sell all or a portion of the property. After January 1, 2028, City shall receive all proceeds from the sale. If such sale occurs prior to the January 1, 2028, Developer and the City shall equally share the net sales proceeds of the sale. As used herein, "net sales proceeds" means the gross sales price of the sale of the Public Facility Site, less reasonable brokerage commission and other reasonable closing costs which costs shall be split evenly between the City and the Developer. Notwithstanding the foregoing, Developer may, in its sole and absolute discretion, apply its portion of the proceeds from a sale occurring before January 1, 2028 to any remaining amounts

due under of this Agreement. If the Developer applies its portion of the net sales proceeds during this time, such amount shall be credited toward either the applicable amount of One Million Five Hundred Thousand and No/100ths Dollars (\$1,500,000.00) the Developer must pay to the City by January 1, 2023 (See Section 3.6) or the One Million Eight Hundred Thousand and No/100ths Dollars (\$1,800,000.00) the Developer must pay to the City after January 1, 2023 but before January 1, 2028 (See Section 3.6 below).

3.5 Pre-paid Contributions. In its sole and absolute discretion and without any obligation whatsoever to do so, at any time Developer may pre-pay a Contribution to the City under this Agreement ("Pre-paid Contribution"). The Developer shall indicate to what obligation or to which Units the Pre-paid Contribution applies.

3.6 Increased Contributions. If, by January 1, 2023, the City has not collected One Million Five Hundred Thousand and No/100ths Dollars (\$1,500,000.00) under the terms of this Agreement, the Developer shall process, at its sole cost and expense, an amendment to the PUD's which shall increase the Contributions required of Units within the PUD's to ensure the City receives an increase in total compensation to be the sum of One Million Eight Hundred Thousand and No/100ths Dollars (\$1,800,000.00). If the City has not received this increased amount of One Million Eight Hundred Thousand and No/100ths Dollars (\$1,800,000.00) by January 1, 2028 the Developer shall make a lump sum payment to the City for the difference between what the City has received and the One Million Eight Hundred Thousand and No/100ths Dollars (\$1,800,000.00). If the Developer does not make this payment within thirty (30) days from this date, the City shall cease to issue all building permits within the PUD's. The City also reserves the right to pursue all other legal remedies.

3.7 Certificate of Compliance. Within thirty (30) working days after receiving a specific request from Developer and if all amounts due and payable under this Agreement have been paid and all other conditions have been satisfied, the City shall execute in recordable form a Certificate of Compliance with the Agreement, which, when recorded in the official records of Washoe County shall indicate satisfaction of the obligations of the parties under this Agreement. A Release of Lien is different than a Certificate of Compliance and no recorded Release of Lien terminating the lien and charge upon a portion of Units shall operate to terminate any outstanding obligations of the Developer or the City, including any unperformed obligation of Developer to contribute for all other Units not subject to the recorded Release of Lien or to pay Contributions which have not been paid.

4 COVENANTS RUNNING WITH THE LAND / ASSIGNMENT

4.1 Recordation. In order to provide notice to bind all future owners of the property within the PUD's regarding obligations for Contributions specified in this Agreement, and to provide them with the benefits hereof, this Agreement shall be recorded, at Developer's sole cost and expense, in the official records of Washoe County. The terms and provisions of this Agreement regarding Contributions shall constitute covenants running with the land for the Units, and no successor in interest to all or part of the Units shall assume Developer's obligations under Sections 2 or 3.1, unless the successor to Developer is assigned the obligation and expressly assumes the obligation, subject to City approval, as provided in Section 4.2 of this Agreement.

4.2 Assignment of Agreement. Developer may assign this Agreement, subject to the City's written approval of the assignee, which approval shall not be unreasonably withheld, provided that the approved assignee assumes the applicable obligations and duties of Developer

and is capable of performing such outstanding obligations and duties. In determining whether an assignee is capable of performing the outstanding obligations and duties of the Agreement, the City may consider, among other things, the assignee's financial resources, past business and/or development history and/or any other matters which may impact the assignee's ability to perform the outstanding obligations and duties contained in the Agreement.

4.3 Subordination. The parties agree that this Agreement, and all terms and conditions hereof, shall be junior to and subordinated to the recorded priority of all deeds of trust encumbering all or any portion of the Units which are recorded subsequent in time to this Agreement, provided any such deed of trust secures the payment of loan proceeds used to purchase or construct improvements which benefit the Units subject to subordination. Nothing contained in this Agreement grants any right nor imposes any obligation on a trustee or a beneficiary of a deed of trust encumbering all or any portion of the Units. Upon request, the City shall execute recordable subordination agreements consistent with the provisions of this Section.

5. TERM

Except as otherwise expressly provided herein, this Agreement shall terminate fifty (50) years from the date hereof or earlier upon the recordation of a Certificate of Compliance.

6. MISCELLANEOUS

The parties further agree as follows:

6.1 Governing Law; Venue. This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of the Agreement. Venue for any legal action arising out of this Agreement shall be in a court of competent jurisdiction located in Washoe County, Nevada.

6.2 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, provided that nothing contained in this Agreement shall be interpreted to change, amend or modify the conditions of the PUD's, as approved by the City. No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

6.3 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

6.4 Parties Bound and Assignment. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns.

6.5 Further Acts. In addition to the acts recited in the Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

6.6 Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

6.7 Attorneys' Fees. In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

6.8 Notice. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

City: City of Reno
City Manager's Office
P.O. Box 1900
Reno, NV 89505
Telephone: (775) 334-2400
Facsimile: (775) 334-2097

Copy to: City of Reno
City Attorney's Office
P.O. Box 1900
Reno, NV 89505
Telephone: (775) 334-2050
Facsimile: (775) 334-2420

Developer: Corona Cyan LLC
Attn: Tony Koeijmans
RSF Partners
3232 McKinney, Suite 890, Dallas, TX 75204
Telephone: (214) 849-9819
Facsimile: (214) 855-9407

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

6.9 Receipt Defined. For the purpose of this Agreement, the term "receipt" shall mean any of the following: (a) the date of delivery of the notice or other document as

6.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

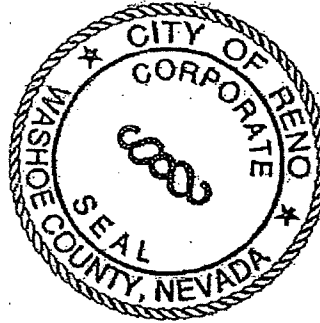
IN WITNESS WHEREOF, each Party hereto has executed this Agreement as of the date opposite that Party's signature.

CITY OF RENO

For *David L. Aiazzi* DAVID L. AIAZZI Date: 11-14-12, 2012
By: ROBERT A. CASHELL, SR.
Its: Mayor

ATTEST:

Erinette Jones
CITY CLERK



APPROVED AS TO LEGAL FORM:

Rob Bony
CITY ATTORNEY ROB BONY
DEPUTY

ACKNOWLEDGEMENT - NRS 240.1665

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on this 14th day of November, 2012, by DAVID L. AIAZZI as NICE MAYOR of the City of Reno, a municipal corporation.



Beverly Beaty-Benadom
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On November 1, 2012, before me, Lesley A. Rosselli, Notary Public, personally appeared **CHRISTOPHER WINTER**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

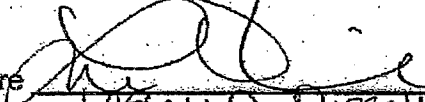
Signature  (Seal)
Print Name: Lesley A. Rosselli
Notary Public, State of California
My commission expires: March 28, 2013



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROJECT

EXHIBIT "A"

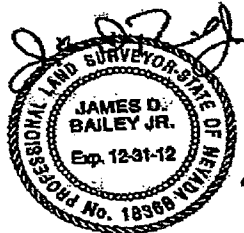
**PARCEL B OF P.M. 4526
ORIGINAL (PHASE I OF) BELLA VISTA RANCH**

All that certain real property situated within the a portion of the South One-half (1/2) of Section Three (3) and the north one-half (1/2) of Section Ten (10), Township 18 North, Range 20 East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

Parcel B as shown on that "Parcel Map For Bella Vista Ranch", recorded in the office of the Washoe County Recorder, March 10, 2006, as Parcel Map No. 4526, Document No. 3359967, Official Records of Washoe County, Nevada.

CONTAINING: 367.11 acres of land, more or less.

See Exhibit "A-1" attached hereto, and made a part hereof.



9/27/12

PREPARED BY THE FIRM OF
PLACES CONSULTING SERVICES INCORPORATED
6250 FIELDSTONE PLACE
RENO, NEVADA 89523
(775) 355-7721

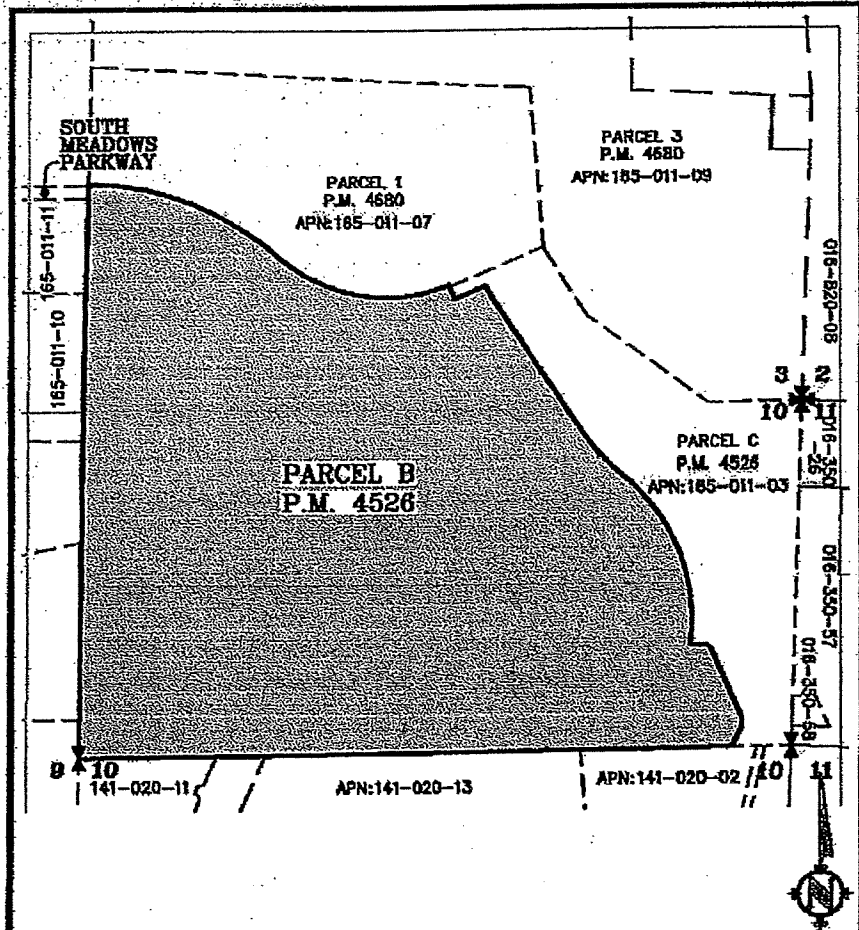


EXHIBIT A-1
PARCEL B OF P.M. 4526
ORIGINAL (PH. 1 OF) BELLA VISTA RANCH

SCALE: 1"=1000'

367.11 ACRES TOTAL

PLACES Consulting Services, Inc.
 PLANNING LANDSCAPE ARCHITECTURE CIVIL ENGINEERING SERVICES
 6250 Fieldstone Place Reno, Nevada 89523
 Ph. (775) 355-7721 Fax. (775) 355-7795

EXHIBIT "A"

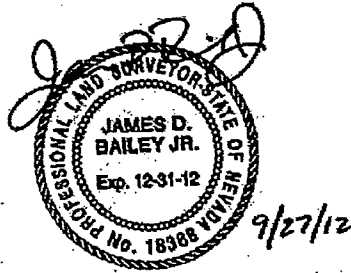
**PARCEL C OF P.M. 4526
PHASE II - BELLA VISTA RANCH
(APN: 165-011-03)**

All that certain real property situated within the a portion of the South One-half (1/2) of Section Three (3) and the northeast one-quarter (1/4) of Section Ten (10), Township 18 North, Range 20 East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

Parcel C as shown on that "Parcel Map For Bella Vista Ranch", recorded in the office of the Washoe County Recorder, March 10, 2006, as Parcel Map No. 4526, Document No. 3359967, Official Records of Washoe County, Nevada.

CONTAINING: 77.37 acres of land, more or less.

See Exhibit "A-1" attached hereto, and made a part hereof.



PREPARED BY THE FIRM OF
PLACES CONSULTING SERVICES INCORPORATED
6250 FIELDSTONE PLACE
RENO, NEVADA 89523
(775) 355-7721

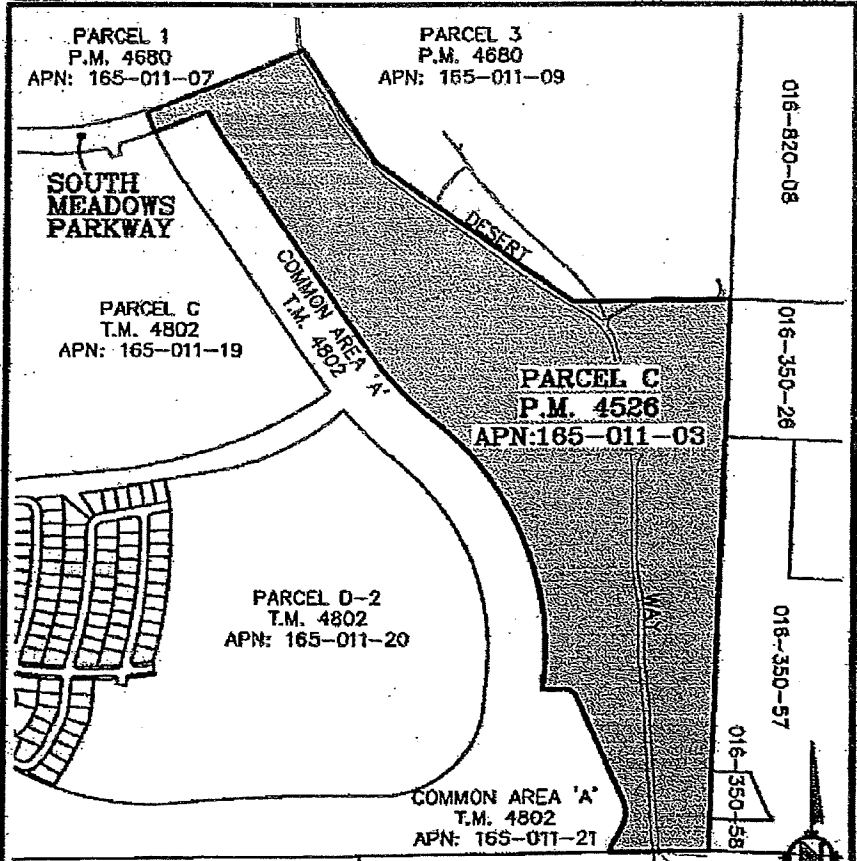


EXHIBIT A-1
PARCEL C OF P.M. 4526
PHASE II - BELLA VISTA RANCH

SCALE: 1"=600'

APN: 165-011-03
 77.97 ACRES TOTAL

PLACES Consulting Services, Inc.
 PLANNING LANDSCAPE ARCHITECTURE CIVIL ENGINEERING SERVICES
 6260 Fieldstone Place Reno, Nevada 89523
 Ph. (775) 355-7721 Fax. (775) 355-7785

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT PUBLIC FACILITY SITE

EXHIBIT "A"

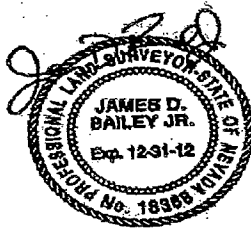
**PARCEL B OF T.M. 4792
PUBLIC FACILITY PARCEL
(APN: 155-060-01)**

All that certain real property situated within the a portion of the northwest one-quarter (1/4) of Section Ten (10), Township 18 North, Range 20 East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

Parcel B as shown on that "Official Plat Of Bella Vista Ranch Village B — Unit 1", recorded in the office of the Washoe County Recorder, June 20, 2007, as Tract Map No. 4792, Document No. 3546189, Official Records of Washoe County, Nevada.

CONTAINING: 6.50 acres of land, more or less.

See Exhibit "A-1" attached hereto, and made a part hereof.



PREPARED BY THE FIRM OF
PLACES CONSULTING SERVICES INCORPORATED
8250 FIELDSTONE PLACE
RENO, NEVADA 89523
(775) 355-7721

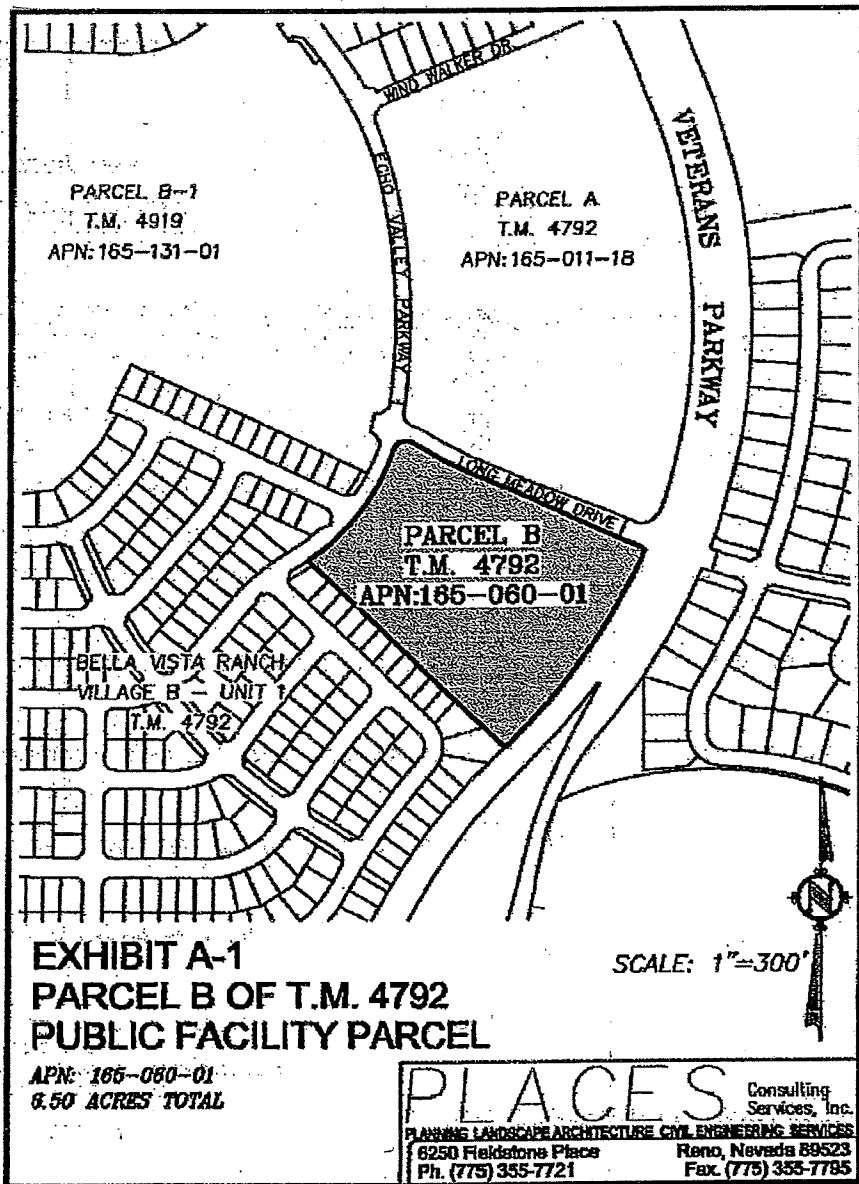


EXHIBIT C

DOC #4249578

06/20/2013 09:04:43 AM
Electronic Recording Requested By
FIRST AMERICAN TITLE RENO
Washoe County Recorder
Lawrence R. Burtness
Fee: \$21.00 RPTT: \$0
Page 1 of 5

RECORDING REQUESTED BY:

First American Title

WHEN RECORDED RETURN TO:

CITY OF RENO
P.O. Box 1900
RENO, NV 89505

APN: 165-060-01

ORDER #: 2445021 WB

GRANT, BARGAIN AND SALE DEED

Title of Document

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

EXHIBIT C

GRANT, BARGAIN AND SALE DEED

A.P.N. # 165-060-01

After recording, mail original and
Tax Statements to:
City of Reno
C/O Property Manager
P.O. Box 1900
Reno, Nevada 89505

With a Conformed Copy to:
Corona Cyan LLC
C/O RSF Partners
3232 McKinney Ave., Suite 890
Dallas, TX. 75204

GRANT, BARGAIN and SALE DEED

THIS INDENTURE WITNESSETH: That Corona Cyan LLC, a Delaware limited liability company, "Grantor", in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to the City of Reno, a municipal corporation, "Grantee", all that real property situate in the City of Reno, County of Washoe, State of Nevada, bounded as described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said premises, together with, all and singular the rights and appurtenances thereof to Grantee in fee simple. Developer has no reserved rights in the Park Facility or the Park Site and Developer waives any first refusal rights it has under NRS 268.050, or successor statutes.

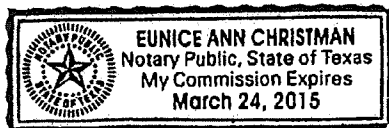
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining including any mineral and water rights. Witness my hand this 13 day of June, 2013;

Grantor: Corona Cyan, LLC, a Delaware limited liability company

By: [Signature]
R. Scott Harris, Authorized Signatory

STATE OF TEXAS)
): ss
COUNTY OF DALLAS)

On June 13, 2013, personally appeared before me, a Notary Public, R. Scott Harris, personally known (or proved) to me the person(s) whose name is/are subscribed to the above instrument who acknowledged that he/they executed the within instrument.



12856197-4

[Signature]
Notary Public

EXHIBIT 'A'

PARCEL B OF "BELLA VISTA RANCH VILLAGE B - UNIT 1" AS SHOWN BY SUBDIVISION TRACT MAP 4792, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON JUNE 20, 2007, AS FILE NO. 3546189 OF OFFICIAL RECORDS, AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED DECEMBER 24, 2007 AS DOCUMENT NO. 3605705 OF OFFICIAL RECORDS.

AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED MAY 11, 2010 AS DOCUMENT NO. 3880207 OF OFFICIAL RECORDS.

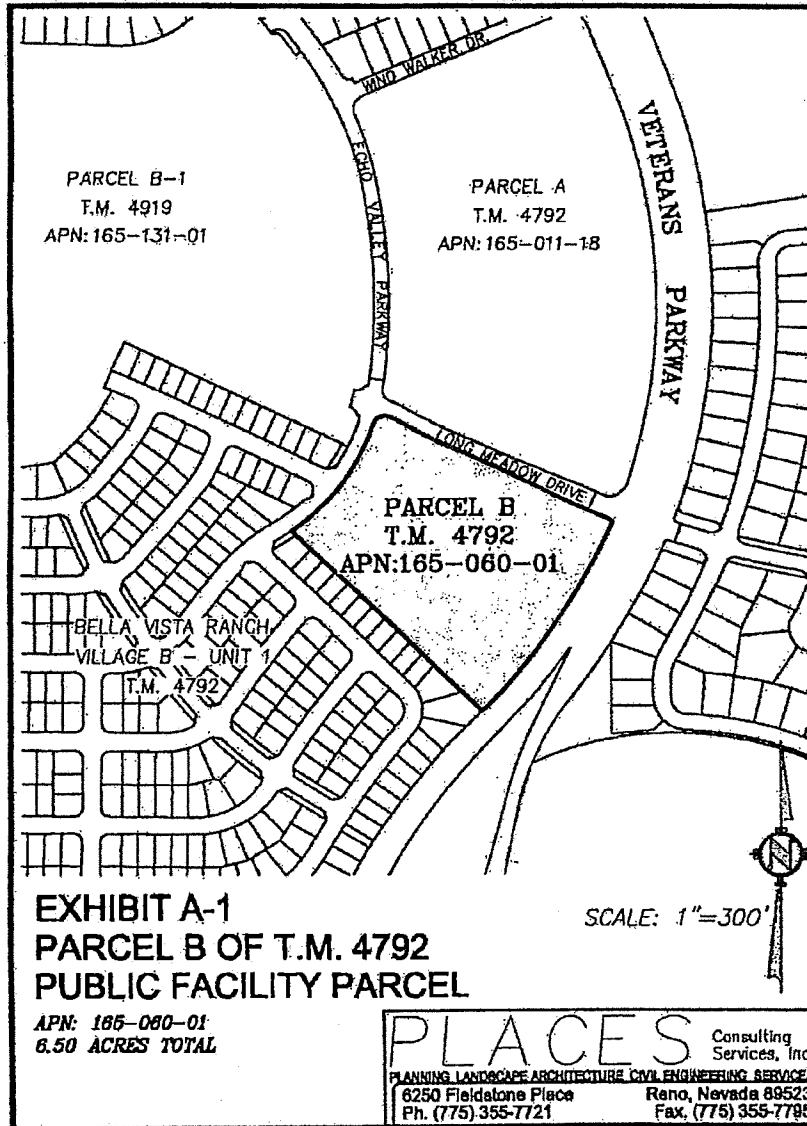


EXHIBIT D

DEVELOPER'S RELEASE AND AFFIDAVIT

- I, **R. Scott Harris**, being first duly sworn, depose and say under penalty of perjury:
1. This Developer's Release and Affidavit is made pursuant to that certain Public Facility Site Agreement by and between the City of Reno ("City") and **Corona Cyan LLC** ("Developer"), dated **11/14/2012** (hereafter the "Agreement").
 2. I am the Authorized Signatory of **Corona Cyan, LLC, a Delaware limited liability company**, the Developer. I am making this Affidavit individually and I am authorized to make this Affidavit and Release on behalf of **Corona Cyan, LLC**, the Developer. This Affidavit and the representations made herein are intended to be relied upon by the City in conjunction with the Closing of the Agreement, and shall survive the Closing.
 3. I certify and warrant on behalf of myself and Developer that to the best of our information and belief after diligent inquiry, as of the date hereof, there are no actual or threatened legal claims, including but not limited to lawsuits, material man's claims, mechanics liens, wage claims, property claims, or claims by resident's of the PUD, against the City or the Public Facility Site arising out of the Agreement, or which may affect the City's interest in the Agreement or the Public Facility Site, except those expressly set forth below:
 - a. **[Describe any exceptions].**
 4. I certify and warrant on behalf of myself and Developer that Developer will indemnify, defend and hold City harmless from any claims against the City arising out of developer's obligations under the Agreement.
 5. I certify and warrant on behalf of myself and Developer that Developer has no claims against the City arising out of the Agreement.
 6. I certify and warrant on behalf of myself and Developer that Developer has not become aware of any Contamination or Hazardous Substances on or under the Public Facility Site, or on or under the surrounding lands which might possibly affect the Public Facility Site, which have not been previously disclosed or disclosed in writing to City.
 - 7.
 8. I certify and warrant on behalf of myself and Developer that any applicable property taxes and utilities attributable to the Public Facility Site are fully paid and will be fully paid as of Closing.

THIS PORTION OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

9. I certify and warrant on behalf of myself and Developer that all public utilities required to be brought up to the Public Facility Site abut the Public Facility Site through adjoining public streets or, if they pass through adjoining private lands, do so in accordance with valid public easements that will inure to the benefit of City upon Closing.

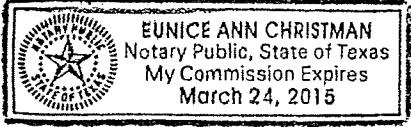
DEVELOPER
Corona Cyan, LLC, a Delaware limited liability company

By: *R. Scott Harris*
Its: R. Scott Harris, Authorized Signatory

STATE OF TEXAS)
 :ss.
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 13 day of June, 2013, by R. Scott Harris, as Authorized Signatory of Corona Cyan, LLC (DEVELOPER).

Eunice Ann Christman
Notary Public



12856197-4

Appendix L (Attached)
School Site Dedication Agreement

DEDICATION AGREEMENT

This Dedication Agreement ("**Agreement**") is entered into by and between **Washoe County School District**, a federal and state regulated educational agency ("**WCSD**") and **Corona Cyan LLC**, a Delaware limited liability company ("**Corona**") (each individually, a "**Party**", and collectively, the "**Parties**"), with reference to the following facts:

A. Corona is the owner of that certain real property consisting of approximately 8.0+/- acres located in Washoe County, Nevada, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("**Property**").

B. Corona desires to dedicate and WCSD desires to accept this dedication of the Property for the purpose of building a new public school subject to the conditions set forth herein.

Now, therefore, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference as though set forth in full.

2. **Dedication.** Corona agrees to dedicate the Property to WCSD and WCSD agrees to accept said dedication subject to the terms and conditions set forth herein. The Property shall be dedicated pursuant to that certain Deed of Dedication, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

3. **Title.**

3.1. **Inspection of Title.** Within five (5) business days of the Effective Date, Corona shall have Escrow Agent provide to WCSD a preliminary title report for the legal parcel of which the Property is a part, together with copies of all exceptions and items of record referred to therein ("**Title Report**"). During the Due Diligence Period (defined below), WCSD shall have the right to review and approve or object to any matters disclosed by the Title Report or survey of the Property, if applicable. No later than ten (10) days prior to expiration of the Due Diligence Period, WCSD shall notify Corona in writing of any objections to the Title Report or survey, provided, however, that any item or exception in the Title Report evidencing monetary liens or encumbrances (other than liens for taxes and assessments not yet due and payable) shall be removed by Corona

on or before the Close of Escrow whether or not objected to by WCSD. If WCSD does not deliver a written objection to the Title Report or survey at least ten (10) days prior to the expiration of the Due Diligence Period, then WCSD shall be deemed to have approved the Title Report and survey. In the event WCSD provides written notice of objections, Corona shall have five (5) days after receipt of such notice to elect to either cure or not cure any objections. If Corona elects to cure an objection, then Corona shall, prior to Close of Escrow, diligently attempt to remove all such disapproved items or exceptions at Corona's sole cost and expense. If Corona is unable or unwilling to remove all such disapproved items or exceptions, Corona shall so notify WCSD in writing at least five (5) days prior to expiration of the Due Diligence Period, in which case WCSD shall have the right, prior to expiration of the Due Diligence Period, to (i) waive the objection and accept the dedication of the Property subject to such disapproved items or exceptions, or (ii) terminate this Agreement by giving written notice thereof to Corona. For the purposes of this Agreement, WCSD's "**Permitted Exceptions**" are (i) property taxes and any assessments collected with taxes for the fiscal year of the Close of Escrow, which liens are not yet due or payable, (ii) any non-monetary matters shown on the Title Report to which WCSD does not object in writing, and (iii) any matters shown on the Title Report to which WCSD did object, but which are nonetheless accepted or deemed accepted by WCSD.

3.2. **Title Policy.** At the Close of Escrow, Escrow Agent shall issue a standard coverage ALTA owner's policy of title insurance, at Corona's sole cost and expense, or, at WCSD's option, an extended coverage ALTA owner's policy of title insurance (provided WCSD pays the cost of the survey and the difference between the standard coverage ALTA policy and the extended coverage ALTA policy), in an amount equal to the fair market value of the Property, insuring that marketable fee simple title to the Property is vested in WCSD, subject only to the Permitted Exceptions ("**Title Policy**").

4. **Due Diligence.**

4.1. **Due Diligence Period.** WCSD shall have sixty (60) days from the Effective Date ("**Due Diligence Period**") to inspect, analyze, evaluate and approve, in WCSD's sole discretion, for the purpose of determining the suitability of the Property, including, without limitation, the following: (i) the Title Report and survey, if applicable, (ii) the condition of the Property through soils reports, surveys, percolation and other studies and tests on the Property, (iii) the availability and cost of all utilities to the Property, (iv) any ordinances and other governmental regulations, covenants, conditions, restrictions and other land use requirements affecting the Property, and (v) the engineer's estimates of the costs of improvements necessary for WCSD's intended use of the Property in conformance

with the conditions set forth herein or those conditions which may be imposed by applicable governmental agencies (collectively, "**Due Diligence Matters**"). Corona agrees to cooperate reasonably and in good faith, at no cost to Corona, in WCSD's investigations during the Due Diligence Period by providing WCSD, its representatives and agents, reasonable access to the Property. Corona further agrees to make available to WCSD copies of all books, records, studies, documents, reports and other non-proprietary materials, all surveys, soils, earthquake and/or other studies and written information concerning the Property in Corona's possession. WCSD shall preserve the confidentiality of any information obtained as a result of its investigations of the Property to the extent such information is not generally known to the public, except for disclosures required by WCSD consultants in the inspection and development of the Property.

4.2. Termination. At any time prior to expiration of the Due Diligence Period, WCSD may terminate this Agreement if it determines, for any reason whatsoever, the Property is not suitable for WCSD's intended use, by providing written notice to Corona of said termination. In the event of such termination, any and all obligations of the Parties hereunder shall terminate. If WCSD does not so terminate this Agreement prior to expiration of the Due Diligence Period, all Due Diligence Matters shall be deemed to have been unconditionally satisfied or waived.

5. Closing Conditions. Notwithstanding any terms to the contrary, the obligation of each party to close is subject to the satisfaction of the following conditions: (i) approval by WCSD of the Title Report as provided herein, (ii) Receipt by WCSD of the Title Policy, or an unconditional commitment by Escrow Agent to issue the Title Policy at Close of Escrow, subject only to the Permitted Exceptions, and (iii) no damage, destruction, condemnation or other material, adverse change has affected the Property prior to Close of Escrow. The conditions described above must be satisfied or waived by WCSD on or before Close of Escrow. If any of the conditions described above are not satisfied or waived prior to Close of Escrow, WCSD may terminate this Agreement by giving written notice to Corona, thereby terminating any and all obligations of the Parties as set forth herein.

6. Escrow and Closing.

6.1. Escrow. Within five (5) business days from the Effective Date, Corona shall open escrow with Rebecca Rich of Ticor Title of Nevada, Inc., at its branch office located at 5441 Kietzke Lane, Ste. 100, Reno, Nevada 89511 ("**Escrow Agent**") for the purposes of completing the transactions set forth herein by delivery to Escrow Agent a fully-executed copy of this Agreement, which shall constitute Escrow Agent's instructions.

6.2. Escrow Agent's Duties. Escrow Agent shall close escrow only after confirming the following have occurred:

6.2.1. All closing conditions set forth in Section 5 above have been satisfied or waived.

6.2.2. Corona has executed and deposited into escrow the Deed of Dedication conveying title to the Property to WCSD.

6.2.3. Escrow Agent has issued, or is prepared to issue, the Title Policy insuring the Property in the name of WCSD subject only to the Permitted Exceptions.

6.3. Prorations. All real property taxes and assessments, if any, shall be prorated as of the date of Close of Escrow.

6.4. Closing Costs. All escrow fees, real property transfer taxes, recording costs and closing costs shall be shared equally between the Parties. Notwithstanding the above, if WCSD elects to acquire an extended coverage ALTA title policy, WCSD shall pay the difference between the standard coverage ALTA title policy and the extended coverage ALTA title policy, as determined by Escrow Agent.

6.5. Date of Close of Escrow. Close of Escrow shall occur on or before ten (10) business days after recordation of the Record of Survey, unless the Parties otherwise agree in writing. For the purposes of this Agreement, (i) "**Close of Escrow**" shall mean the date the Deed of Dedication is recorded by Escrow Agent in the official records of Washoe County, Nevada, and (ii) "**Record of Survey**" shall mean a final record of survey approved by the City of Reno creating the Property as a legal parcel in accordance with the requirements of Chapter 278 of the Nevada Revised Statutes.

7. Post Closing Obligations. After Close of Escrow, the Parties shall be bound by the following obligations:

7.1. Shared Offsite Improvements.

7.1.1. Definitions. The following capitalized terms shall have the meanings ascribed thereto when used in this Agreement:

"**Cooperating Party**" means whichever Party is not the Lead Party.

"Lead Party" means whichever Party (i) is in a position to obtain all permits necessary to begin construction of the Shared Offsite Improvements, and (ii) first notifies the Cooperating Party of its intention to commence construction of the Shared Offsite Improvements.

"Shared Offsite Improvements" shall mean those improvements more particularly described on Schedule 1 attached hereto and incorporated herein by this reference.

7.1.2. Preliminary Plans. With respect to any plans and specifications to be prepared for construction or installation of the Shared Offsite Improvements, the Lead Party shall cause a licensed civil engineer approved in writing by the Cooperating Party to prepare preliminary plans and specifications ("**Preliminary Plans**"). Upon completion of the Preliminary Plans, the Lead Party shall deliver a full set thereof to the Cooperating Party for its review and written approval. Within ten (10) business days following the delivery of such Preliminary Plans to the Cooperating Party, the Cooperating Party shall review such Preliminary Plans and (i) approve them in writing, or (ii) specify in writing its objections thereto and all changes thereto that must be made to satisfy such objections. If the Cooperating Party neither approves such Preliminary Plans nor delivers any written objections and proposed changes thereto within such ten (10) business day period, the Cooperating Party shall be deemed to have approved the Preliminary Plans in the form submitted to it. If the Cooperating Party does deliver any written objections and proposed changes to the Lead Party within such ten (10) business day period, the Parties shall confer and negotiate in good faith to reach agreement on the Preliminary Plans.

7.1.3. Final Plans. Within thirty (30) days after the Preliminary Plans are approved as hereinabove provided, the Lead Party shall cause the engineer or other parties, as applicable, responsible for the preparation of such Preliminary Plans to commence preparation of final plans, specifications and working drawings ("**Final Plans**") in substantial compliance with the Preliminary Plans. Upon completion of such Final Plans, the Lead Party shall deliver a full set thereof to the Cooperating Party for its review and written approval. Within ten (10) business days following the delivery of the Final Plans to the Cooperating Party, the Cooperating Party shall review the same and (i) approve the Final Plans in writing, or (ii) specify in writing its objections to the Final Plans and all changes thereto that must be made to satisfy such objections. If the Cooperating Party neither approves the Final Plans nor delivers any written objections and proposed changes thereto within such ten (10) business day period, the Cooperating Party shall be deemed to have approved the Final Plans in the form submitted to it. If the Cooperating Party

does deliver any written objections and proposed changes to the Lead Party within such ten (10) business day period, the Parties shall confer and negotiate in good faith to reach agreement on the Final Plans.

7.1.4. Governmental Approval of Final Plans. Upon approval by the Cooperating Party of the Final Plans, the Lead Party shall promptly submit the same to the appropriate governmental authorities for plan check and approval. Material changes to any Final Plans required by governmental authorities shall be delivered to the Cooperating Party for its review and written approval, which approval shall be subject to the same timing, deemed approval and other provisions as set forth in Section 7.1.3 above.

7.1.5. Cost Estimate. Concurrently with the preparation of the Final Plans, the Lead Party shall cause the engineer responsible for the preparation of such Final Plans to prepare a detailed estimate of the cost of construction and installation of the Shared Offsite Improvements as specified in the Final Plans, a copy of which estimate shall be delivered to the Cooperating Party upon completion of the Final Plans. Such estimate shall be an estimate only and shall not be interpreted to be the actual cost of the Shared Offsite Improvements or a limitation as to the costs either the Lead Party or Cooperating Party may incur in the course of performing any work under this Agreement. In the event WCSD is the Lead Party, such estimate shall include both an estimate of actual costs and an estimate of costs assuming that the project is not subject to the requirements of NRS Chapter 338 or any other requirements of contracting for public works.

7.1.6. Cost of Plans. For purposes of reimbursement, the costs of preparation of the plans and specifications and cost estimates for the Shared Offsite Improvements, and all plan check, permit and other fees and costs incurred in connection with obtaining the necessary permits and approvals to undertake the construction described therein, shall be deemed a cost incurred in connection with the Shared Offsite Improvements and shall be shared and reimbursed in the same manner as all other costs of the Shared Offsite Improvements as described in Section 7.1.12 below.

7.1.7. Bidding. The Lead Party shall cause the approved Final Plans to be released for competitive bidding to not less than three (3) contractors mutually approved in writing by the Lead Party and the Cooperating Party. In the event WCSD is the Lead Party, the bids shall include both an estimate of actual costs and an estimate of costs assuming that the project is not subject to the requirements of NRS Chapter 338 or any other requirements of contracting for public works. The bids shall be reviewed not later than thirty (30)

days following release of the bid packages, and the lowest responsible bid shall be accepted by the Lead Party and approved in writing by the Cooperating Party.

7.1.8. Construction Contract. The Lead Party shall award contracts, in a form approved in writing by the Cooperating Party (the "**Project Contracts**"), to the contractor or contractors submitting the lowest responsible bid (the "**Project Contractors**"). The Lead Party shall cause the Project Contractors to commence construction of the Shared Offsite Improvements as soon as reasonably possible after the applicable Project Contracts are executed and to prosecute the same to completion with diligence and continuity to the end that such work shall be completed within the time period specified in the Project Contracts.

7.1.9. Change Orders. Any change order request involving a cost increase or decrease of Ten Thousand Dollars (\$10,000.00) or more ("**Change Order Request**") shall be made in writing (and shall be accompanied by such plans, specifications, drawings or other information reasonably necessary to make an informed decision thereon) and shall require the written approval of the Cooperating Party. The response of Cooperating Party to any Change Order Request shall be given as quickly as possible, but in no event later than five (5) business days following receipt of any such request. If the Cooperating Party disapproves any Change Order Request, it shall notify the Lead Party of its grounds for disapproval not later than five (5) business days following receipt of such Change Order Request. Any Change Order Request not responded to by the Cooperating Party within five (5) business days after receipt of any such request shall be deemed approved. If the Cooperating Party gives timely notice of disapproval of any Change Order Request, the Lead Party shall promptly confer with the Cooperating Party and negotiate in good faith to reach agreement on the Change Order Request.

7.1.10. Bonding. The Lead Party shall be responsible for providing any completion or subdivision improvement bonds required by any governmental authority relating to the construction and/or installation of the Shared Offsite Improvements. For purposes of cost sharing pursuant to Section 7.1.12 below, the premiums payable for any such completion or subdivision bonds shall be deemed to be a cost incurred in connection with construction of the Shared Offsite Improvements.

7.1.11. Maintenance; Dedication. Upon completion of the Shared Offsite Improvements, each Party shall be solely responsible for maintaining that portion of the Shared Offsite Improvements located upon such Party's real property. Each Party hereby agrees to cooperate with the other in accomplishing the dedication of any completed portion of the Shared Offsite

Improvements intended for dedication (as evidenced by the project approvals for the Bella Vista Ranch) to any third party governmental agency or public utility.

7.1.12. Cost Sharing and Reimbursement. All costs and expenses incurred in connection with the construction and installation of the Shared Offsite Improvements hereunder, including, without limitation, all bond premiums and all plan check, permit and other fees and costs incurred in connection with obtaining the necessary permits and approvals to undertake the Shared Offsite Improvements (collectively, the "**Improvement Costs**") shall be shared by the Parties in accordance with subsections (a) and (b) below.

(a) WCSD as Lead Party. In the event WCSD is the Lead Party hereunder, then not earlier than the date the Shared Offsite Improvements are complete, WCSD shall provide Corona with a written billing statement, which shall be accompanied by appropriate mechanics' lien releases, invoices and/or other evidence of payment of the Improvement Costs for which reimbursement is sought, and which shall provide a final, total amount of the Improvement Costs, and an estimate of what the final, total amount of the Improvement Costs would be were the Shared Offsite Improvements not subject to the requirements of NRS Chapter 338 or any other requirements of contracting for public works (the "**WCSD Billing Statement**"). The sum of what the final, total amount of the Improvement Costs would be were the Shared Offsite Improvements not subject to the requirements of NRS Chapter 338 or any other requirements of contracting for public works, is referred to as the "**Stipulated Improvement Costs**" herein.

Within thirty (30) days following the delivery of the WCSD Billing Statement to Corona, Corona shall review the same and (i) approve the Stipulated Improvement Costs in writing, or (ii) specify in writing its objections to the Stipulated Improvement Costs and all changes thereto that must be made to satisfy such objections. If Corona neither approves the Stipulated Improvement Costs nor delivers any written objections and proposed changes thereto within such thirty (30) day period, Corona shall be deemed to have approved the Stipulated Improvement Costs in the sum submitted to it. If Corona does deliver any written objections and proposed changes to WCSD within such thirty (30) day period, the Parties shall confer and negotiate in good faith to reach agreement on the final Stipulated Improvement Costs.

Upon agreement between the Parties on the Stipulated Improvement Costs, Corona shall thereafter reimburse WCSD for one half of the Stipulated Improvement Costs as follows: within ten (10) business days of the date of recordation of a final subdivision map for which a portion of the Shared Offsite Improvements are required offsite improvements (as determined by the City of

Reno's conditions of approval and action on such final subdivision map), Corona shall reimburse WCSD its share of the Stipulated Improvement Costs for such portion of the Shared Offsite Improvements; provided, however, that once WCSD has received reimbursement of Corona's share of Stipulated Improvement Costs for a particular portion of the Shared Offsite Improvements, WCSD shall not be entitled to any further reimbursement related to such portion of the Shared Offsite Improvements. After reimbursement, Corona shall be entitled to an assignment, on a pari passu basis with WCSD, of any warranty related to the Shared Offsite Improvements for which reimbursement has been made by Corona.

For purposes of clarification, in the event WCSD is the Lead Party, Corona shall have no obligation to pay or reimburse WCSD for any portion of the Improvement Costs in excess of the Stipulated Improvement Costs.

(b) Corona as Lead Party. In the event Corona is the Lead Party hereunder, then not earlier than the date the Shared Offsite Improvements are complete, Corona shall provide WCSD with a written billing statement, which shall be accompanied by appropriate mechanics' lien releases, invoices and/or other evidence of payment of the Improvement Costs for which reimbursement is sought. WCSD shall make such reimbursement by the later of the following: (i) within ten (10) business days of the date it receives the written billing statement, and (ii) within three (3) months after the Trigger Date. After reimbursement, WCSD shall be entitled to an assignment, on a pari passu basis with Corona, of any warranty related to the Shared Offsite Improvements for which reimbursement has been made by WCSD. Notwithstanding the foregoing or anything else herein to the contrary, in the event Corona is the Lead Party, WCSD's maximum contribution for Improvement Costs shall not exceed Four Hundred Fifty Six Thousand Seven Hundred Fifty and No/100ths Dollars (\$456,750.00), and upon reimbursement to Corona in that amount, WCSD shall have no further obligation to reimburse for Improvement Costs hereunder.

7.1.13. Additional Access; Notice of Rights. Each Party shall provide rights of access letters or other documents required by the public agencies and utilities whenever necessary in order for the requesting Party to obtain approvals or to perform the work of constructing and installing the Shared Offsite Improvements. In addition, each Party shall grant to the other Party such temporary rights of ingress and egress onto and over the granting Party's real property as may be reasonably necessary by the other Party to perform its obligations or exercise its rights under this Agreement, including, but not limited to, the initial construction of the Shared Offsite Improvements.

7.1.14. Limitations on Shared Offsite Improvements.

Except as to the Shared Offsite Improvements, neither Party shall have any obligation to coordinate on, reimburse for, or share in the expense, planning, construction, or installation of any other costs, fees, expenses, and work associated with any offsite or on-site improvements necessary or useful for the development of the Property or any other real property within the Bella Vista Ranch planned unit development. Furthermore, the Parties acknowledge and agree that, except as otherwise expressly set forth herein, no representations or warranties, express or implied, are made as to the fitness, usefulness, or quality of the workmanship or materials used to perform any work hereunder or construct the Shared Offsite Improvements, and that all work performed by WCSD or Corona hereunder, together with all Shared Offsite Improvements constructed in connection therewith, will be accepted by the Parties upon completion "AS IS," "WHERE IS," and "WITH ALL FAULTS".

7.1.15. Right to Cure. If the Party serving hereunder

as the Lead Party shall at any time default in the performance of its obligations after commencement of the Shared Offsite Improvements, and if such default shall continue uncured for thirty (30) days following written notice from the Cooperating Party, such non-defaulting Party shall have the right, in addition to any other remedies it may have, (i) to assume the role of Lead Party, upon written notice at the expiration of such thirty (30) day period, (ii) to request any appropriate governmental authority to make demand under all bonds provided by the defaulting party hereunder, and (iii) to perform the functions of the Lead Party hereunder. A default shall include, but not be limited to, the cessation of work on the Shared Offsite Improvements, once commenced, for a period of more than thirty (30) consecutive days for any reason other than a force majeure condition or a reasonable delay for the performance of work or inspections by entities or persons beyond the control of the Lead Party. All costs incurred by a Party invoking its rights to cure under this Section shall be subject to reimbursement pursuant to Section 7.1.12 above.

7.2. Corona Use of Property. Without limiting the generality of

Section 7.1.13 above, after Close of Escrow, WCSD shall grant Corona a Temporary Access Easement, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference, for the purpose of access to and from the Property and right of way for the placement of Corona construction trailers and a sales trailer or welcome center over, upon and across the Property until the later of two (2) years after recordation of the Temporary Access Easement or such time WCSD begins construction and development of the Property with at least one hundred twenty (120) days prior written notice. WCSD acknowledges that Corona may use the Property for the purpose of storage of materials and equipment and other staging activities related to the construction and development of the adjacent

properties and offsite improvements, and operation of a construction trailer and sales trailer/welcome center. WCSD shall provide reasonable prior written notice to Corona of its intention to commence construction on the Property and its intention to terminate the Temporary Access Easement. Prior to the Close of Escrow, Corona shall have the right to clear, grub, grade, remove fill material, construct and operate the improvements and equipment on the Property that are permitted under the Temporary Access Easement.

7.3. School Construction Condition and Right of Re-entry. It is a condition of this Agreement and of the Deed of Dedication that WCSD shall construct a school on the Property. If for any reason WCSD does not complete construction of a school on the Property (such completion to be evidenced by issuance of a final certificate of occupancy for said school from the City of Reno) within the earlier of (i) August 1, 2025, and (ii) within three (3) years of the Trigger Date, WCSD shall notify Corona of the same in writing and Corona will then have the right to re-enter the Property for breach of the school construction condition; provided, however, that in the event WCSD has entered into a binding construction contract for the construction of a school on the Property and has commenced construction thereof on or before August 1, 2024, and thereafter responsibly pursues completion of construction of such a school, the aforementioned deadline of August 1, 2025, shall be inapplicable. Corona shall thereafter have the right to terminate WCSD's ownership of the Property and retake the same, in which case Corona shall immediately notify WCSD of the same in writing and reimburse WCSD for the actual Improvement Costs paid to Corona from WCSD, and WCSD shall deliver to Corona such documents, deeds, and instruments as Corona may reasonably request to reflect transfer of the Property to Corona. In the event Corona elects to waive and release all possible right of re-entry and reverter, Corona shall immediately thereafter execute and deliver written evidence of its waiver and release of the same and shall reconvey the Property to WCSD free and clear of all possible right of re-entry and reverter and school construction condition. WCSD shall then be free to use the Property as it sees fit or to sell, lease or otherwise transfer the Property freely to a third party.

For purposes hereof, the term "Trigger Date" means the first day of the first calendar month following the date on which WCSD has an established funding source with committed, available funds for the construction of an elementary school facility on the Property (whether such funding source is in the form of grants, additional capacity under existing bond issues, additional tax revenue, some other source, or any combination of the foregoing), and WCSD has elected to construct an elementary school facility on the Property with the proceeds of said funding source (whether such election is the form of express action by the WCSD, or by operation of established policies, procedures, and capital improvement plans of WCSD).

In the event of any uncertainty over the Trigger Date, either Party may deliver to the other Party a notice identifying a proposed Trigger Date (the "**Trigger Date Notice**"). Within thirty (30) days following the delivery of the Trigger Date Notice, the receiving Party shall review the same and (i) approve the proposed Trigger Date in writing, in which case such date shall be the conclusive Trigger Date for purposes hereof, or (ii) specify in writing its objections to the proposed Trigger Date, and all changes thereto that must be made to satisfy such objections. If the receiving Party neither approves the proposed Trigger Date nor delivers any written objections and proposed changes thereto within such thirty (30) day period, the receiving Party shall be deemed to have approved the proposed Trigger Date, in which case such date shall be the conclusive Trigger Date for purposes hereof. If the receiving Party does deliver any written objections and proposed changes to the sending Party within such thirty (30) day period, the Parties shall confer and negotiate in good faith to reach agreement on the final, conclusive Trigger Date.

8. **Miscellaneous.**

8.1. **Negotiations.** The Parties hereby acknowledge and agree that this Agreement and the dedication contemplated herein were not negotiated pursuant to the provisions of Nevada Revised Statutes 278.346, and therefore have not relied on the provisions therein.

8.2. **Necessary Documents.** The Parties agree to execute any and all further documents, deeds, and other documentation necessary to consummate the transactions contemplated herein.

8.3. **Notices.** All notices, requests, demands and other communications given under this Agreement shall be in writing, duly addressed to the Parties as set forth below. Any notices properly addressed sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after they are deposited in the United States mail, postage prepaid. Notices shall be deemed delivered and received at the time delivered if properly addressed as set forth below and personally delivered during normal business hours or sent by confirmed telecopy to a Party's regular telecopier during normal business hours. Notice sent by any other manner shall be effective upon actual receipt of the addressee.

WCSD: Washoe County School District
Attn: Chief Operations Officer
7495 South Virginia Street
Reno, Nevada 89511

With copy to: Washoe County School District
Attn: Chief General Counsel
425 East Ninth Street
Reno, Nevada 89512

Corona: Tony Koeijmans
RSF Partners
3232 McKinney, Suite 890
Dallas, Texas 75204

With copy to: Douglas C. Flowers
Holland & Hart LLP
5441 Kietzke Lane, 2nd Floor
Reno, Nevada 89511

Escrow Agent: Ticor Title of Nevada, Inc.
5441 Kietzke Land, 2nd Floor
Reno, Nevada 89511
Attention: Rebecca Rich

8.4. Waivers. All waivers under this Agreement must be in writing and signed by the Party against whom the waiver is sought to be enforced. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

8.5. Entire Agreement. This Agreement supersedes any and all other agreements and constitutes the entire and final expression of the agreement among the Parties with respect to the subject matter hereof (including, without limitation, the Prior Agreement, as defined in Section 8.13 below). No agreement other than this Agreement and no statement or promise made by the Parties that is not in writing and signed by both Parties shall be binding.

8.6. Amendments. This Agreement may not be changed or terminated orally, and may only be changed by a writing signed by the party to be changed or by its agent duly authorized in writing or as otherwise expressly permitted herein.

8.7. Governing Law. The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of Nevada.

8.8. Attorneys' Fees. The prevailing party in any proceedings arising in connection with this Agreement shall be entitled to reimbursement for his or its reasonable costs incurred in connection therewith, including attorneys' fees.

8.9. Severability. Any term or provisions of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

8.10. Binding Effect. This Agreement and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the heirs, representatives, transferees, nominees, successors and assigns of the Parties hereto.

8.11. Survival. This Agreement shall survive the Close of Escrow and shall be fully and independently enforceable notwithstanding conveyance of the Property.

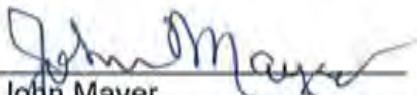
8.12. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile transmission of any signed original document shall be the same as delivery of the original.

8.13. Termination of Prior Agreement. Reference is hereby made to that certain Dedication Agreement among WCSD and Corona Homes, a Nevada general partnership ("Corona") dated on or about June 16, 2006 (the "Prior Agreement"). Corona is Corona's successor-in-interest under the Prior Agreement, in accordance with a General Assignment, Bill of Sale and Assignment and Assumption Agreement executed by Corona in favor of Corona on March 29, 2008. In light of this Agreement, WCSD and Corona hereby agree that the Prior Agreement is terminated, null and void, and of no further force or effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party is signing this Agreement on the date stated opposite that Party's signature. This Agreement shall be effective on the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that Party's signature below) (the "Effective Date").

Washoe County School District,
a federal and state regulated educational agency

By: 
John Mayer
Its: President, Washoe County School
District Board of Trustees

Date: March 24, 2015

CORONA CYAN LLC,
a Delaware limited liability company

By: 
Tony Koeijmans
Its: Authorized Signator

Date: March 25, 2015

STATE OF Nevada)
)
COUNTY OF Washoe)

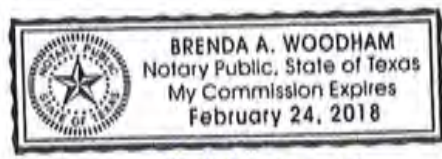
This instrument was acknowledged before me on March 24, 2015,
by John Mayer as President of the Board of Trustees of the Washoe County
School District, a federal and state regulated educational agency.



Breanne Read
Notary Public
My Commission Expires: 6/15/17

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me on March 25, 2015
2015, by Tony Koeijmans as Authorized Signator of Corona Cyan LLC, a
Delaware limited liability company.



595001-8

Brenda A. Woodham
Notary Public
My Commission Expires: 2-24-18

LIST OF EXHIBITS/SCHEDULES/ATTACHMENTS

Exhibits:

Exhibit "A" – Legal Description of Property

Exhibit "B" – Deed of Dedication

Exhibit "C" – Temporary Access Easement

Schedules:

Schedule 1 – Description of Shared Offsite Improvements

Exhibit "A"
to
Dedication Agreement

LEGAL DESCRIPTION OF PROPERTY

All that portion of land situate in the North One-Half (N1/2) of Section 10, Township 18 North, Range 20 East, M.D.M., in the City of Reno, County of Washoe, Nevada. Being further described as being a portion of Parcel C per Subdivision Tract Map No. 4802, Official Records of Washoe County, Nevada, being more particularly described as follows:

COMMENCING at the Southwest corner of said Parcel C, said point also being on the East Right-of-Way of Veterans Parkway;

THENCE along the Southerly line of said Parcel C, N81°14'41"E, a distance of 367.81 feet;

THENCE continuing along said Southerly line, N84°57'17"E, a distance of 332.01 feet;

THENCE continuing along said Southerly line, through a curve to the left, having a radius of 2111.00 feet, with a central angle of 15°15'16", an arc length of 562.03 feet to the POINT OF BEGINNING;

THENCE through a non-tangent curve to the left, having a radius of 872.00 feet, through a central angle of 13°17'27", with an arc length of 202.28 feet, with a chord bearing of N26°34'09"W, and a chord length of 201.82 feet,;

THENCE N33°12'52"W, a distance of 125.88 feet;

THENCE through a curve to the right, having a radius of 478.00 feet, through a central angle of 11°13'14", with an arc length of 93.61 feet;

THENCE N21°59'38"W, a distance of 274.66 feet;

THENCE through a curve to the right, having a radius of 20.00 feet, through a central angle of 90°45'53", with an arc length of 31.68 feet;

THENCE N68°46'15"E, a distance of 76.00 feet;

THENCE through a curve to the left, having a radius of 522.00 feet, through a central angle of 12°35'00", with an arc length of 114.64 feet;

THENCE N56°11'15"E, a distance of 154.40 feet;

THENCE through a curve to the left, having a radius of 82.00 feet, through a central angle of 54°15'39", with an arc length of 77.66 feet;

THENCE S33°40'34"E, parallel to the East line of said Parcel C, a distance of 675.60 feet;

THENCE through a curve to the left, continuing to be parallel with the East line of said Parcel C, having a radius of 1850.00 feet, through a central angle of 02°48'53", with an arc length of 90.88 feet, to the Southerly line of said Parcel C;

THENCE along the Southerly line of said Parcel C, through a non-tangent curve to the right, having a radius of 2111.00 feet, through a central angle of $14^{\circ}24'35''$, with an arc length of 530.92 feet; with a chord bearing of $S62^{\circ}29'44''W$, and a chord length of 529.52 feet, to the **POINT OF BEGINNING**,

CONTAINING: 8.10 acres, more or less.

BASIS OF BEARINGS: The Basis of Bearings for this document is the same as shown on that Subdivision Tract Map No. 4802, recorded as Document No. 3549313, Official Records of Washoe County, Nevada.

Daniel T. Kelsoe
PLS 18974

Prepared by the Firm of:
ROBISON ENGINEERING COMPANY, INC.
846 Victorian Ave, Suite 20
Sparks, Nevada 89434
775-852-2251

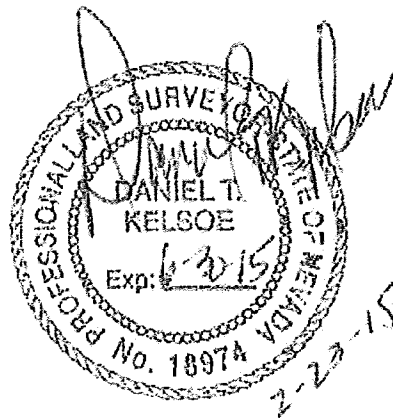


Exhibit "B"
to Dedication Agreement

DEED OF DEDICATION

APN:
Escrow No.:

RECORDING REQUESTED BY,
WHEN RECORDED, MAIL ORIGINAL TO,
AND MAIL TAX STATEMENTS TO:

Washoe County School District
14101 Old Virginia Road
Reno, Nevada 89521
Attn: Mike Boster

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

DEED OF DEDICATION

This DEED OF DEDICATION is entered into as of _____, 20___, by and between Corona Cyan LLC, a Delaware limited liability company, whose address is c/o RSF Partners, 3232 McKinney, Suite 890, Dallas, Texas 75204 ("Grantor"), and Washoe County School District, a federal and state regulated educational agency whose address is 425 East Ninth Street, Reno, Nevada 89520 ("Grantee") (each a "Party", and collectively, the "Parties").

WITNESSETH:

That Grantor, does by these presents hereby dedicate unto the Grantee and to its assigns forever, all of Grantor's right, title and interest in and to the real property located in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").

TOGETHER WITH, all and singular, the tenements, the hereditaments and appurtenances thereunto belonging or appertaining, and the reversions, remainders, rents, issues, and profits thereof, excepting therefrom any and all water rights, which are reserved to the Grantor.

TO HAVE AND TO HOLD, all and singular, the premises together with the appurtenances, unto the said Grantee and to its assigns, forever subject to the Post Closing Conditions set forth in Exhibit "B" attached hereto and incorporated herein by reference.

THE DEED OF DEDICATION is hereby accepted by the Grantee.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the day and year first above written.

GRANTOR:

CORONA CYAN LLC,
a Delaware limited liability company

By: _____

[]

Its: _____

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____ as _____ of Corona Cyan LLC, a Delaware limited liability company.

Notary Public
My Commission Expires: _____

GRANTEE:

Washoe County School District,
a federal and state regulated educational agency

By: _____
[]

Its: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by
_____ as _____ of the
Board of Trustees of the Washoe County School District, a federal and state regulated
educational agency.

Notary Public
My Commission Expires: _____

EXHIBIT "A"
TO DEED OF DEDICATION

LEGAL DESCRIPTION

EXHIBIT "B"
TO DEED OF DEDICATION
POST CLOSING CONDITIONS

After Close of Escrow, the Parties and their respective heirs, representatives, transferees, nominees, successors and assigns shall be bound by the following obligations:

1. After Close of Escrow, Grantor and Grantee shall be bound by the following obligations related to the construction of offsite improvements for the Property.

1.1. Definitions. The following capitalized terms shall have the meanings ascribed thereto when used in this Exhibit.

“Cooperating Party” means whichever Party is not the Lead Party.

“Lead Party” means whichever Party (i) is in a position to obtain all permits necessary to begin construction of the Offsite Improvements, and (ii) first notifies the Cooperating Party of its intention to commence construction of the Offsite Improvements.

“Offsite Improvements” shall mean those improvements more particularly described on Schedule 1 attached hereto and incorporated herein by this reference.

1.2. Preliminary Plans. With respect to any plans and specifications to be prepared for construction or installation of the Offsite Improvements, the Lead Party shall cause a licensed civil engineer approved in writing by the Cooperating Party to prepare preliminary plans and specifications ("Preliminary Plans"). Upon completion of the Preliminary Plans, the Lead Party shall deliver a full set thereof to the Cooperating Party for its review and written approval. Within ten (10) business days following the delivery of such Preliminary Plans to the Cooperating Party, the Cooperating Party shall review such Preliminary Plans and (i) approve them in writing, or (ii) specify in writing its objections thereto and all changes thereto that must be made to satisfy such objections. If the Cooperating Party neither approves such Preliminary Plans nor delivers any written objections and proposed changes thereto within such ten (10) business day period, the Cooperating Party shall be deemed to have approved the Preliminary Plans in the form submitted to it. If the Cooperating Party does deliver any written objections and proposed changes to the Lead Party within such ten (10) business day period, the Parties shall confer and negotiate in good faith to reach agreement on the Preliminary Plans.

1.3. Final Plans. Within thirty (30) days after the Preliminary Plans are approved as hereinabove provided, the Lead Party shall cause the engineer or other parties, as applicable, responsible for the preparation of such Preliminary Plans to commence preparation of final plans, specifications and working drawings ("Final Plans") in substantial compliance with the Preliminary Plans. Upon completion of such Final Plans, the Lead Party shall deliver a full set thereof to the Cooperating Party for its review and written approval. Within ten (10) business days following the delivery of the Final Plans to the Cooperating Party, the Cooperating Party shall review the same and (i) approve the Final Plans in writing, or (ii) specify in writing its

objections to the Final Plans and all changes thereto that must be made to satisfy such objections. If the Cooperating Party neither approves the Final Plans nor delivers any written objections and proposed changes thereto within such ten (10) business day period, the Cooperating Party shall be deemed to have approved the Final Plans in the form submitted to it. If the Cooperating Party does deliver any written objections and proposed changes to the Lead Party within such ten (10) business day period, the Parties shall confer and negotiate in good faith to reach agreement on the Final Plans.

1.4. Governmental Approval of Final Plans. Upon approval by the Cooperating Party of the Final Plans, the Lead Party shall promptly submit the same to the appropriate governmental authorities for plan check and approval. Material changes to any Final Plans required by governmental authorities shall be delivered to the Cooperating Party for its review and written approval, which approval shall be subject to the same timing, deemed approval and other provisions as set forth in Section 1.3 above.

1.5. Cost Estimate. Concurrently with the preparation of the Final Plans, the Lead Party shall cause the engineer responsible for the preparation of such Final Plans to prepare a detailed estimate of the cost of construction and installation of the Offsite Improvements as specified in the Final Plans, a copy of which estimate shall be delivered to the Cooperating Party upon completion of the Final Plans. Such estimate shall be an estimate only and shall not be interpreted to be the actual cost of the Offsite Improvements or a limitation as to the costs either the Lead Party or Cooperating Party may incur in the course of performing any work described in this Exhibit. In the event Grantee is the Lead Party, such estimate shall include both an estimate of actual costs and an estimate of costs assuming that the project is not subject to the requirements of NRS Chapter 338 or any other requirements of contracting for public works.

1.6. Cost of Plans. For purposes of reimbursement, the costs of preparation of the plans and specifications and cost estimates for the Offsite Improvements, and all plan check, permit and other fees and costs incurred in connection with obtaining the necessary permits and approvals to undertake the construction described therein, shall be deemed a cost incurred in connection with the Offsite Improvements and shall be shared and reimbursed in the same manner as all other costs of the Offsite Improvements as described in Section 1.12 below.

1.7. Bidding. The Lead Party shall cause the approved Final Plans to be released for competitive bidding to not less than three (3) contractors mutually approved in writing by the Lead Party and the Cooperating Party. In the event Grantee is the Lead Party, the bids shall include both an estimate of actual costs and an estimate of costs assuming that the project is not subject to the requirements of NRS Chapter 338 or any other requirements of contracting for public works. The bids shall be reviewed not later than thirty (30) days following release of the bid packages, and the lowest responsible bid shall be accepted by the Lead Party and approved in writing by the Cooperating Party.

1.8. Construction Contract. The Lead Party shall award contracts, in a form approved in writing by the Cooperating Party (the "Project Contracts"), to the contractor or contractors submitting the lowest responsible bid (the "Project Contractors"). The Lead Party

shall cause the Project Contractors to commence construction of the Offsite Improvements as soon as reasonably possible after the applicable Project Contracts are executed and to prosecute the same to completion with diligence and continuity to the end that such work shall be completed within the time period specified in the Project Contracts.

1.9. Change Orders. Any change order request involving a cost increase or decrease of Ten Thousand Dollars (\$10,000.00) or more ("Change Order Request") shall be made in writing (and shall be accompanied by such plans, specifications, drawings or other information reasonably necessary to make an informed decision thereon) and shall require the written approval of the Cooperating Party. The response of Cooperating Party to any Change Order Request shall be given as quickly as possible, but in no event later than five (5) business days following receipt of any such request. If the Cooperating Party disapproves any Change Order Request, it shall notify the Lead Party of its grounds for disapproval not later than five (5) business days following receipt of such Change Order Request. Any Change Order Request not responded to by the Cooperating Party within five (5) business days after receipt of any such request shall be deemed approved. If the Cooperating Party gives timely notice of disapproval of any Change Order Request, the Lead Party shall promptly confer with the Cooperating Party and negotiate in good faith to reach agreement on the Change Order Request.

1.10. Bonding. The Lead Party shall be responsible for providing any completion or subdivision improvement bonds required by any governmental authority relating to the construction and/or installation of the Offsite Improvements. For purposes of cost sharing pursuant to Section 1.12 below, the premiums payable for any such completion or subdivision bonds shall be deemed to be a cost incurred in connection with construction of the Offsite Improvements.

1.11. Maintenance; Dedication. Upon completion of the Offsite Improvements, each Party shall be solely responsible for maintaining that portion of the Offsite Improvements located upon such Party's real property. Each Party hereby agrees to cooperate with the other in accomplishing the dedication of any completed portion of the Offsite Improvements intended for dedication (as evidenced by the project approvals for the Bella Vista Ranch) to any third party governmental agency or public utility.

1.12. Cost Sharing and Reimbursement. All costs and expenses incurred in connection with the construction and installation of the Shared Offsite Improvements hereunder, including, without limitation, all bond premiums and all plan check, permit and other fees and costs incurred in connection with obtaining the necessary permits and approvals to undertake the Shared Offsite Improvements (collectively, the "Improvement Costs") shall be shared by the Parties in accordance with subsections (a) and (b) below.

(a) Grantee as Lead Party. In the event Grantee is the Lead Party hereunder, then not earlier than the date the Shared Offsite Improvements are complete, Grantee shall provide Grantor with a written billing statement, which shall be accompanied by appropriate mechanics' lien releases, invoices and/or other evidence of payment of the Improvement Costs for which reimbursement is sought, and which shall provide a final, total

amount of the Improvement Costs, and an estimate of what the final, total amount of the Improvement Costs would be were the Shared Offsite Improvements not subject to the requirements of NRS Chapter 338 or any other requirements of contracting for public works (the "Grantee Billing Statement"). The sum of what the final, total amount of the Improvement Costs would be were the Shared Offsite Improvements not subject to the requirements of NRS Chapter 338 or any other requirements of contracting for public works, is referred to as the "Stipulated Improvement Costs" herein.

Within thirty (30) days following the delivery of the Grantee Billing Statement to Grantor, Grantor shall review the same and (i) approve the Stipulated Improvement Costs in writing, or (ii) specify in writing its objections to the Stipulated Improvement Costs and all changes thereto that must be made to satisfy such objections. If Grantor neither approves the Stipulated Improvement Costs nor delivers any written objections and proposed changes thereto within such thirty (30) day period, Grantor shall be deemed to have approved the Stipulated Improvement Costs in the sum submitted to it. If Grantor does deliver any written objections and proposed changes to Grantee within such thirty (30) day period, the Parties shall confer and negotiate in good faith to reach agreement on the final Stipulated Improvement Costs.

Upon agreement between the Parties on the Stipulated Improvement Costs, Grantor shall thereafter reimburse Grantee for one half of the Stipulated Improvement Costs as follows: within ten (10) business days of the date of recordation of a final subdivision map for which a portion of the Shared Offsite Improvements are required offsite improvements (as determined by the City of Reno's conditions of approval and action on such final subdivision map), Grantor shall reimburse Grantee its share of the Stipulated Improvement Costs for such portion of the Shared Offsite Improvements; provided, however, that once Grantee has received reimbursement of Grantor's share of Stipulated Improvement Costs for a particular portion of the Shared Offsite Improvements, Grantee shall not be entitled to any further reimbursement related to such portion of the Shared Offsite Improvements. After reimbursement, Grantor shall be entitled to an assignment, on a pari passu basis with Grantee, of any warranty related to the Shared Offsite Improvements for which reimbursement has been made by Grantor.

For purposes of clarification, in the event Grantee is the Lead Party, Grantor shall have no obligation to pay or reimburse Grantee for any portion of the Improvement Costs in excess of the Stipulated Improvement Costs.

(b) Grantor as Lead Party. In the event Grantor is the Lead Party hereunder, then not earlier than the date the Shared Offsite Improvements are complete, Grantor shall provide Grantee with a written billing statement, which shall be accompanied by appropriate mechanics' lien releases, invoices and/or other evidence of payment of the Improvement Costs for which reimbursement is sought. Grantee shall make such reimbursement by the later of the following: (i) within ten (10) business days of the date it receives the written billing statement, and (ii) within three (3) months after the Trigger Date. After reimbursement, Grantee shall be entitled to an assignment, on a pari passu basis with Grantor, of any warranty related to the Shared Offsite Improvements for which reimbursement has been made by Grantee. Notwithstanding the foregoing or anything else herein to the contrary, in the event Grantor is the

Lead Party, Grantee's maximum contribution for Improvement Costs shall not exceed Four Hundred Fifty Six Thousand Seven Hundred Fifty and No/100ths Dollars (\$456,750.00), and upon reimbursement to Grantor in that amount, Grantee shall have no further obligation to reimburse for Improvement Costs hereunder.

1.13. Additional Access; Notice of Rights. Each Party shall provide rights of access letters or other documents required by the public agencies and utilities whenever necessary in order for the requesting Party to obtain approvals or to perform the work of constructing and installing the Offsite Improvements. In addition, each Party shall grant to the other Party such temporary rights of ingress and egress onto and over the granting Party's real property as may be reasonably necessary by the other Party to perform its obligations or exercise its rights under this Exhibit, including, but not limited to, the initial construction of the Offsite Improvements.

1.14. Limitations on Offsite Improvements. Except as to the Offsite Improvements, neither Party shall have any obligation to coordinate on, reimburse for, or share in the expense, planning, construction, or installation of any other costs, fees, expenses, and work associated with any offsite or on-site improvements necessary or useful for the development of the Property or any other real property within the Bella Vista Ranch planned unit development. Furthermore, the Parties acknowledge and agree that, except as otherwise expressly set forth herein, no representations or warranties, express or implied, are made as to the fitness, usefulness, or quality of the workmanship or materials used to perform any work hereunder or construct the Offsite Improvements, and that all work performed by Grantee or Grantor hereunder, together with all Offsite Improvements constructed in connection therewith, will be accepted by the Parties upon completion "AS IS," "WHERE IS," and "WITH ALL FAULTS".

1.15. Right to Cure. If the Party serving hereunder as the Lead Party shall at any time default in the performance of its obligations after commencement of the Offsite Improvements, and if such default shall continue uncured for thirty (30) days following written notice from the Cooperating Party, such non-defaulting Party shall have the right, in addition to any other remedies it may have, (i) to assume the role of Lead Party, upon written notice at the expiration of such thirty (30) day period, (ii) to request any appropriate governmental authority to make demand under all bonds provided by the defaulting party hereunder, and (iii) to perform the functions of the Lead Party hereunder. A default shall include, but not be limited to, the cessation of work on the Offsite Improvements, once commenced, for a period of more than thirty (30) consecutive days for any reason other than a force majeure condition or a reasonable delay for the performance of work or inspections by entities or persons beyond the control of the Lead Party. All costs incurred by a Party invoking its rights to cure under this Section shall be subject to reimbursement pursuant to Section 1.12 above.

2. Without limiting the generality of Section 1.13 above, Grantee shall grant Grantor a Temporary Access Easement, in form approved by Grantee and Grantor, for the purpose of access to and from the Property and right of way for the placement of Grantor construction trailers and a sales trailer or welcome center over, upon and across the Property until the later of two (2) years after recordation of the Temporary Access Easement or such time as Grantee begins construction

and development of the Property with at least one hundred twenty (120) days prior written notice. Grantee acknowledges that Grantor may use the Property for the purpose of storage of materials and equipment and other staging activities related to the construction and development of the adjacent properties and offsite improvements, and operation of a construction trailer and sales trailer/welcome center. Grantee shall provide reasonable prior written notice to Grantor of its intention to commence construction on the Property and its intention to terminate the Temporary Access Easement.

3. Grantee shall construct a school upon the Property. If for any reason Grantee does not complete construction of a school on the Property (such completion to be evidenced by issuance of a final certificate of occupancy for said school from the City of Reno) within the earlier of (i) August 1, 2025, and (ii) within three (3) years of the Trigger Date, Grantee shall notify Grantor of the same in writing and Grantor will then have the right to re-enter the Property for breach of the school construction condition; provided, however, that in the event Grantee has entered into a binding construction contract for the construction of a school on the Property and has commenced construction thereof on or before August 1, 2024, and thereafter responsibly pursues completion of construction of such a school, the aforementioned deadline of August 1, 2025, shall be inapplicable.

Grantor shall thereafter have the right to terminate Grantee's ownership of the Property and retake the same, in which case Grantor shall immediately notify Grantee of the same in writing and reimburse Grantee for the actual Improvement Costs paid to Grantor from Grantee, and Grantee shall deliver to Grantor such documents, deeds, and instruments as Grantor may reasonably request to reflect transfer of the Property to Grantor. In the event Grantor elects to waive and release all possible right of re-entry and reverter, Grantor shall immediately thereafter execute and deliver written evidence of its waiver and release of the same and shall reconvey the Property to Grantee free and clear of all possible right of re-entry and reverter and school construction condition. Grantee shall then be free to use the Property as it sees fit or to sell, lease or otherwise transfer the Property freely to a third party.

For purposes hereof, the term "Trigger Date" means the first day of the first calendar month following the date on which Grantee has an established funding source with committed, available funds for the construction of an elementary school facility on the Property (whether such funding source is in the form of grants, additional capacity under existing bond issues, additional tax revenue, some other source, or any combination of the foregoing), and Grantee has elected to construct an elementary school facility on the Property with the proceeds of said funding source (whether such election is the form of express action by the Grantee, or by operation of established policies, procedures, and capital improvement plans of Grantee).

In the event of any uncertainty over the Trigger Date, either Party may deliver to the other Party a notice identifying a proposed Trigger Date (the "Trigger Date Notice"). Within thirty (30) days following the delivery of the Trigger Date Notice, the receiving Party shall review the same and (i) approve the proposed Trigger Date in writing, in which case such date shall be the conclusive Trigger Date for purposes hereof, or (ii) specify in writing its objections to the proposed Trigger Date, and all changes thereto that must be made to satisfy such objections. If the receiving Party neither approves the proposed Trigger Date nor delivers any written objections and proposed changes thereto within such thirty (30) day period, the receiving Party

shall be deemed to have approved the proposed Trigger Date, in which case such date shall be the conclusive Trigger Date for purposes hereof. If the receiving Party does deliver any written objections and proposed changes to the sending Party within such thirty (30) day period, the Parties shall confer and negotiate in good faith to reach agreement on the final, conclusive Trigger Date.

SCHEDULE 1
TO DEED OF DEDICATION
DESCRIPTION OF OFFSITE IMPROVEMENTS

- All offsite improvements associated with Long Meadow running adjacent to the south side of the Property, and Echo Valley running adjacent to the east side of the Property, including, without limitation, surface improvements, including the sidewalk, curb and gutters, paving and related landscaping
- Public utilities, including sewer, storm drain, water, gas, electricity, cable television and other telecommunication lines, stubbed five (5) feet into the Property
- Such other off-site improvements as the parties may jointly identify in writing from time to time.

Exhibit "C"
to
Dedication Agreement

TEMPORARY ACCESS EASEMENT

APN:

Escrow No.:

RECORDING REQUESTED BY,
WHEN RECORDED, MAIL ORIGINAL TO,
AND MAIL TAX STATEMENTS TO:

Washoe County School District
14101 Old Virginia Road
Reno, Nevada 89521
Attn: Mike Boster

<p>The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)</p>
--

TEMPORARY ACCESS EASEMENT

This TEMPORARY ACCESS EASEMENT (this "Easement") is entered into as of _____, 20__ by and between Washoe County School District, a federal and state regulated educational agency ("Grantor"), and Corona Cyan LLC, a Delaware limited liability company ("Grantee") (each a "Party", and collectively, the "Parties"), regarding the following facts:

RECITALS:

A. Grantor is the owner of the real property located in the County of Washoe, State of Nevada more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").

B. Grantee desires to remove graded fill materials from the Property, and to obtain temporary access to and from the Property and right of way for the placement of trailers and/or welcome center over, upon and across the Property until the later of two (2) years after recordation of this Easement or such time Grantor begins construction and development of a school on the Property with at least one hundred twenty (120) days prior written notice.

C. Grantor desires to provide Grantee temporary access to and from the Property and certain other rights over the Property as set forth herein.

For good and valuable consideration, receipt of which is hereby acknowledged the Parties agree as follows:

1. Grantor hereby grants a temporary easement over the Property for the purposes of access to, from, and over the Property, and for the placement of Grantee's materials, equipment, and trailers over, upon and across the Property, including placement of Grantee's construction trailers and a sales trailer or welcome center, until the later of two (2) years after recordation of this Easement or such time WCSD begins construction and development of the Property. Grantor acknowledges that Grantee may use its easement rights hereunder for the purpose of storage of materials and equipment and other staging activities related to the construction and development of adjacent properties, and operation of a construction trailer and sales trailer/welcome center.

Grantor further grants Grantee the right, during the term of this Easement, to clear, grub and grade the Property so as to remove any fill materials from the Property that Grantor will not reasonably require in connection with its construction of a school on the Property. Grantor acknowledges that Grantee shall owe Grantor no additional consideration for any such materials taken by Grantee from the Property.

2. Grantor shall provide at least one hundred twenty (120) days prior written notice to Grantee of its intention to begin construction on the Property and its intention to terminate the Easement.

3. The term of this Easement and of the rights and obligations created hereunder shall commence upon full execution and recordation of this document and shall automatically terminate on the later of two (2) years after recordation of this Easement or one hundred and twenty (120) days after Grantee's receipt of notice from Grantor of Grantor's intention to commence construction on the Property. Grantee agrees to execute upon request such documents as may be reasonably necessary to terminate this Easement.

4. During the term of this Easement Grantee shall provide and be solely responsible for adequate dust control measures relating to dust caused by Grantee's activities on the Property in compliance with the requirements of any and all applicable federal, state and local laws relating to dust control.

5. Except for the clearing, grubbing and grading that Grantee performs on the Property, Grantee shall leave the Property in substantially the same condition as it was found, repair any damage to the Property resulting from Grantee's use thereof and indemnify and hold Grantor harmless from any and all damages, liabilities, liens or injuries to the Property, any person or personal property of any person, to the extent that they arise out of Grantee or Grantee's agents, employees, representatives, contractors, or subcontractors use of its rights hereunder Easement or their failure to keep the Property and immediately surrounding areas clean and in good condition.

6. All Recitals and Exhibits are incorporated by reference herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party is signing this Agreement on the date stated opposite that Party's signature.

Washoe County School District,
a federal and state regulated educational agency

By: _____
[]
Its: _____

Date: _____, 20__

CORONA CYAN LLC,
a Delaware limited liability company

By: _____
[]
Its: _____

Date: _____, 20__

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____ as _____ of the Board of Trustees of the Washoe County School District, a federal and state regulated educational agency.

Notary Public
My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____ as _____ of Corona Cyan LLC, a Delaware limited liability company.

Notary Public
My Commission Expires: _____

ATTACHMENTS:

Exhibit "A" – Legal Description for Temporary Access Easement

EXHIBIT "A"
TO
TEMPORARY ACCESS EASEMENT
LEGAL DESCRIPTION OF PROPERTY

Schedule 1
to
Dedication Agreement

DESCRIPTION OF SHARED OFFSITE IMPROVEMENTS

- All offsite improvements associated with Susquehanna Parkway running adjacent to the west side of the Property, and Danube Road running adjacent to the north side of the Property, including, without limitation, surface improvements, including the sidewalk, curb and gutters, paving and related landscaping
- Public utilities, including sewer, storm drain, water, gas, electricity, cable television and other telecommunication lines, stubbed five (5) feet into the Property
- Such other off-site improvements as the parties may jointly identify in writing from time to time.

Appendix M (Attached)
Park Development Agreement

**ASSIGNMENT AND ASSUMPTION OF
PARK DEVELOPMENT AGREEMENT
&
FIRST AMENDMENT AND RESTATEMENT OF
PARK DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PARK DEVELOPMENT AGREEMENT & FIRST AMENDMENT AND RESTATEMENT OF PARK DEVELOPMENT AGREEMENT (this "Assignment"), is entered into by and among the CITY OF RENO, a municipal corporation ("City"), CORONA CYAN, LLC, a Delaware limited liability company ("Corona"), and CENTEX HOMES, a Nevada general partnership ("Centex"). The City, Corona, and Centex are each individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. On June 28, 2006, the City and Centex entered into a Park Development Agreement (the "Park Agreement"), which Park Agreement provides for the construction of a park in relation to that planned unit development ("PUD") in Reno, Nevada, commonly known as Bella Vista Ranch (City of Reno Case No. LDC05-00127) (hereafter "BVR").

B. Centex has sold, assigned, transferred, and conveyed unto Corona all of Centex's right, title and interest in and to BVR, the Park Agreement and other interests, including Centex's rights relating to the project described in Recital D below;

C. In connection with Corona's acquisition of BVR and the Park Agreement from Centex, the Parties desire that Centex further assign to Corona, and that Corona assume from Centex, all rights, obligations, and interests of Centex in and under the Park Agreement;

D. Corona, as the developer, is in the process of obtaining approval of that proposed PUD, adjacent to BVR, commonly known as Bella Vista Ranch Phase II (City of Reno Case No. LDC10-00051) (hereafter "BVR Phase II");

E. Corona and City desire to amend the Park Agreement by providing for the City to construct some or all of the park. To clarify their relationship, Corona and City desire to amend and restate the Park Agreement between them as set forth hereafter in this Assignment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which are expressly acknowledged, the parties agree as follows:

1. Assignment and Assumption.

(a) Centex hereby assigns, transfers and sets over unto Corona all of Centex's right, title and interest in, under and to the Park Agreement.

(b) Corona hereby accepts the foregoing assignment and assumes all of the liabilities and obligations of Centex under the Park Agreement.

2. Consent to Assignment. The City, in accordance with Section 9.8 of the Park Agreement, hereby (a) consents to the assignment effected hereby; and (b) agrees to recognize Corona as "Owner" under the Park Agreement and thereby establishes direct privity of estate and privity of contract with Corona.

3. Restatement of Park Agreement. The Park Agreement is hereby restated and superseded in its entirety, except to the extent specific portions of the Park Agreement are referenced herein in this Assignment.

4. Definitions. The following definitions shall apply to this Assignment.

a. Director: shall mean the Director of the City's Parks Recreation and Community Services Department ("PRCS"), or the Director's designee.

b. Improvements: shall mean the improvements described in section 8, entitled Park Site Improvements, below.

c. Park Site: shall mean that certain park site parcel of land described in the next subsection entitled Park Site Parcel, together with the related Improvements thereon.

d. Park Site Parcel: shall mean that certain parcel of land containing approximately 14 acres, plus or minus, as set forth in Exhibit "A" to this Assignment.

e. PUD: shall mean Planned Unit Development.

f. RCT: shall mean Residential Construction Tax which is that certain tax created pursuant to Nevada Revised Statutes ("NRS") 278.497 through 278.4987, as subsequently amended and Reno Municipal Code ("RMC") 18.14.401 - 18.14.406, as subsequently amended (collectively "Enabling Statutes"). RMC imposes a tax upon the construction of apartment houses, residential dwelling units and mobile home lots (collectively "Units"), and establishes a method for collection of the RCT to enable City to provide neighborhood parks and facilities for parks. RCT imposes one percent (1%) of the valuation of each building permit issued, or One Thousand Dollars (\$1,000.00) per residential dwelling unit or mobile home, whichever is less.

5. **Transfer of Land.** Corona agrees to donate the Park Site Parcel to the City at no cost to the City by grant, bargain and sale deed in a form attached hereto as Exhibit "C" within 45 days following a request in writing from the City's Director, which transfer shall occur prior to commencement of any construction by the City or within 30 days after the issuance of the 850th certificate of occupancy in BVR, whichever first occurs.

The Park Site Parcel shall be subject to a use restriction that for a period of 50 years the property shall be used solely as a city park, for related recreational purposes, and for telecommunications facilities that do not interfere with the park and recreation use and are camouflaged to minimize visual impact; and that after such time, the City, in its sole discretion, may sell or modify the use of the property provided the City Council finds at a hearing noticing all neighbors within 750 feet of the property that the proposed modification in use or sale of the property best serves the public interest. In the event of a transfer by the City, Corona hereby represents that it is reserving no right or claim in or to the Park Site Parcel and Corona, on behalf of itself and its successors and assigns, hereby waives any first refusal rights it has under NRS 268.050, or successor or similar statutes.

6. **Preliminary Title Commitment.** Thirty (30) days prior to transfer of the Parks Site Parcel to the City, Corona shall provide a preliminary commitment for an owner's standard coverage ALTA policy of title insurance for the final Park Site Parcel from a reputable title company. Prior to acceptance of the Park Site Parcel by the City, Corona shall remove all title exceptions, monetary encumbrances, encroachments, and all exceptions to coverage which could have a material and negative impact on the City's intended use of the Park Site (collectively "Encumbrances"), unless City accepts the Encumbrance in writing or unless the Encumbrance existed of record when the Park Agreement initially became effective. The cost of the preliminary report and title insurance, and any charges or fees related to escrow or transfer of the Park Site Parcel, shall be paid by Corona.

7. **Developer's Affidavit.** At the time of transfer of the Park Site Parcel to the City, Corona shall provide City with an Affidavit substantially in the form of the Developer's Affidavit attached hereto as Exhibit "B".

8. **Park Site Improvements.** City agrees to construct the improvements to the Park Site generally as described in Exhibits "B" and "C" to the Park Agreement and generally as described in the BVR PUD Handbook description of park facilities; however, City may make reasonable modifications to the improvements, facilities, amenities and to their locations within the Park Site Parcel which are in the public interest and, if it is a major change, following review by the Recreation and Parks Commission (hereafter collectively, the "Improvements").

Construction the Improvements shall take place in two phases, as provided in this section and section 9, hereafter. The first phase, to the extent it is constructed by the City, shall be designed and constructed consistent with both the City's ability to provide maintenance for the first phase and with the City's ability to fund construction with RCT

collected at that time from the BVR and the BVR Phase II PUD's. Construction of the Improvements in the first phase, whether by the City or by Corona, will begin prior to or upon issuance of the 850th Certificate of Occupancy.

Construction of the second phase will begin when the City determines that it has the ability to provide maintenance for the completed park and that it has sufficient RCT from the BVR PUD and the BVR Phase II PUD to complete construction of the Improvements. Once construction by either City or Corona is commenced, construction shall be pursued diligently until completion of that phase.

9. Accelerated Park Site Improvements.

a. The City recognizes that Corona may desire to construct park improvements prior to the City's park construction schedule. If Corona chooses to exercise this option, Corona's construction of a portion of the Improvements shall relieve the City of any requirement to build park improvements in phase one referenced in the preceding section, but shall not relieve the City of the obligation to complete the overall contemplated park Improvements in the second construction phase described in section 8.

b. Corona shall initiate the process by forwarding a written proposal to the City which shall include its intention to exercise its option. A preliminary park plan design for the entire site shall be developed and approved by the City, prior to the City's approval of Corona's accelerated improvements proposal in order to coordinate Corona's improvements into the overall Park Site planning. The proposal shall include a description of Corona's desired site amenities, total estimated construction costs, and timing of construction.

c. Corona will be eligible to utilize RCT funds collected from the BVR and BVR Phase II PUD's for reimbursement following construction of the accelerated improvements. If sufficient RCT funds are not available from the BVR and BVR Phase II PUD's, when construction commences, Corona may choose to advance its own funds to complete the project. If it does so, City will agree to reimburse Corona from future collections of RCT funds from the BVR and BVR Phase II PUD's in the fund amount advanced by Corona to complete the accelerated park improvements. City shall have the right to inspect all relevant documents to verify cost claims. The maintenance and operation of the park parcel, including the accelerated improvements, shall be the sole responsibility of Corona until the Park Site Parcel is transferred to City ownership.

d. Prevailing Wage Laws shall be applicable to construction by Corona, as follows:

(1) **Indemnity.** Corona and all Corona's contractors and subcontractors shall comply with NRS 338.010 to 338.090, inclusive, and regulations adopted pursuant thereto ("Prevailing Wage Laws"), and be responsible for carrying out the requirements of such provisions. Corona shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorneys,

consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to the failure to comply with any state or federal labor laws, regulations or standards in connection with this agreement, including but not limited to Prevailing Wage Laws.

(2) **Wages.** As provided in NRS 338.020, the hourly and daily rate of wages to be paid each of the classes of mechanics and workmen employed in connection with construction of the Improvements shall not be less than the rate of such wages then prevailing in Washoe County.

(3) **Penalty.** Pursuant to NRS 338.060, Corona agrees to and shall forfeit as a penalty to the City, the sums established and applicable pursuant to the NRS 338.080 for each calendar day or portion thereof that each workman employed in connection with the project is paid less than the rates designated in the above in Subsection (2) for any work performed under this Agreement by Corona or any subcontractors or agents of Corona; or is not reported to the labor commissioner and City as required pursuant to NRS 338.070.

(4) **Withholding Payments.** Notwithstanding any other provisions of the Assignment, the City may withhold payments of RCT sufficient to pay any reasonably threatened or likely expenses or fines relating to Prevailing Wage Law violations or claims resolution of the issue. If any prevailing wage expenses or fines are actually incurred or imposed, City may offset otherwise required payments from RCT, or pursue such amounts by any lawful means.

(5) **Reporting, Recordkeeping and Investigations.** Prior to commencement of construction, and thereafter as often as reasonably necessary, Corona and the Director shall meet and agree upon reasonable reporting and record-keeping procedures to enable the parties to comply with Prevailing Wage Law requirements.

10. Right of Access. Prior to transfer of the Park Site Parcel, the City shall have the reasonable right of access to the Park Site Parcel, upon reasonable notice to Corona, for the purpose of conducting surveys, soils tests, staking, inspections or any other activities reasonably related to planning, engineering or construction of the Improvements. City shall have this right even if Corona accelerates construction, as provided in the preceding section entitled Accelerated Park Site Improvements.

11. Residential Construction Tax. City shall be entitled to collect and retain all RCT from the BVR PUD and the BVR Phase II PUD, including amounts already collected; and Corona waives any rights to RCT under the Park Agreement or otherwise, except as set forth in paragraph 9 herein. Any RCT not used to construct the Park Site Improvements shall be available to the City to use within the City's Park District 4 for

any purpose authorized by the RCT Enabling Statutes, regardless of whether the RCT was collected from the BVR or BVR Phase II PUD's.

12. **Water.** Corona shall ensure that at the time of conveyance of the Park Site Parcel to City, that City has sufficient water service to meet the needs of both phases of the completed park, including but not necessarily limited to irrigation, restroom and drinking needs. Corona shall secure "will serve" letters or other rights to water and ensure that water lines run to the boundary of Park Site Parcel. Effluent or nonpotable water may be provided for irrigation where the City deems such water to be consistent with public health.

13. **Utilities:** Corona shall ensure that infrastructure is in place to provide utility services to the boundary of the Park Site Parcel, including but not necessarily limited to, electricity, gas, cable, sewer and water.

14. **Maintenance Prior to Transfer.** Corona shall maintain the Park Site Parcel in good condition free and clear of hazards, dangerous conditions or substances, debris, dumping, digging, litter, garbage, weeds over 6 inches in height and noxious weeds until title is transferred to the City.

15. **Maintenance After Transfer.** Following the acceptance of the transfer of the Park Site Parcel to the City, the City shall be responsible for maintenance of the Park Site Parcel. Maintenance of improved portions of the park, whether by Corona or by the City shall be subject to the maintenance provisions contained in Exhibit "D" ("Scope of City Maintenance") to the Park Agreement, as amended from time to time. Without limiting the preceding sentence, maintenance shall be to standards required by all applicable laws and ordinances and shall be at least equal to actual maintenance performed by City for similar parks. Following construction of any phase of Improvements, the improved portion of the Park Site shall be open to the public.

16. **Owner's Reservation of Rights.** Notwithstanding the transfer of the Park Site Parcel, Corona reserves all mineral rights, but without right of entry on the surface of the Park Site, nor the right to drill, mine, store, explore or operate through the surface of the Park Site or within five hundred feet (500') from the surface of the Park Site. Corona further reserves unto itself all rights and benefits of wetlands wherever located, and any and all rights to change or modify the Wetlands Permit and/or mitigation program, including but not limited to the right to sell excess mitigation area from time to time. Additionally, Corona reserves all mineral rights, oil, gas and/or hydrocarbon rights, geothermal rights, and storm water runoff located or produced within the Park Site.

17. **Corona's Access and Use of Park Site.** After transfer of the Park Site Parcel to the City, and conditioned upon the City's written approval, Corona shall be granted the right to limited access to the Park Site for installation and maintenance of utilities and related facilities, for installation and maintenance of drainage and other facilities and equipment, for compliance with the Wetlands Permit, to adjust or relocate walls and/or fencing or otherwise to correct boundary discrepancies, to comply with drainage needs, to

fulfill any jurisdictional agency requirements, to extend, construct, connect to, and maintain utilities and drainage lines, and to accomplish any other tasks required of Corona. City's approval for such access may be further conditioned upon, including but not limited to, requiring Corona to repair or replace any portions of the Park Site or Improvements that are altered or damaged as a result of Corona's access and use of the Park Site. Corona shall not cause or allow utility vaults or pump stations to be placed on the Park Site without the City's prior written approval.

18. Default. In the event Corona defaults in the performance of its obligations under this Assignment, City shall (subject to the provisions of the following section entitled Notice of Default) without limitation have any or all of the following nonexclusive remedies:

- a. Stop issuing building permits in either the BVR PUD or the BVR Phase II PUD, or both;
- b. Demand and receive transfer of the Park Site Parcel;
- c. Avail itself of any other remedy allowed by law or equity.

19. Notice of Default. Prior to utilizing a remedy specified above, City shall deliver written notice of default to Corona specifying in detail the circumstances of Corona's default, and Corona shall have thirty (30) days from the date of delivery of the notice to cure the default.

20. Recording. Corona, at its expense, shall record this Assignment, or a Memorandum of this Assignment approved in form by the Director, against all owners within the BVR PUD within thirty (30) days of execution by all Parties, and shall provide City with a conformed recorded copy.

21. Indemnification of Owner. Subject to the limitations of applicable law, and without waiving its statutory protections, City shall indemnify, protect, defend and hold harmless Corona and its successors, assigns, shareholders, officers, directors, employees, authorized agents, contractors and subcontractors from and against any and all liability, costs and expenses (including defense costs and legal fees), and claims, losses, liabilities, suits, or actions of any kind (collectively "Claims and Expenses"), for damages for bodily injury, death, personal injury or property damage, arising out of, relating to or as a result of any negligent acts or omissions of City or its officers, directors, employees, authorized agents, contractors or subcontractors in carrying out City's obligations hereunder, except to the extent such Claims and Expenses are proximately caused by the negligence or willful misconduct of the parties indemnified or their agents, servants or independent contractors who are directly responsible to such indemnified parties.

22. Indemnification of City. Owner shall indemnify, protect, defend and hold harmless City and its governing board, employees, authorized agents, contractors and subcontractors, and their respective successors and assigns from and against any and all Claims and Expenses, for damages for bodily injury, death, personal injury or property damage, arising out of, relating to or as a result of any negligent acts or omissions of

Corona or its officers, directors, employees, authorized agents, contractors, or subcontractors in carrying out Corona's obligations hereunder, except to the extent such Claims and Expenses are proximately caused by the negligence or willful misconduct of the parties indemnified, or their agents, servants or independent contractors who are directly responsible to such indemnified parties.

23. **Insurance.** Prior to commencement of construction on the Park Site Parcel by Corona pursuant to paragraph 9 herein, Corona shall maintain liability insurance in an occurrence amount of at least one million dollars covering its indemnification, defense and hold harmless obligations under this Assignment, and naming the City as an additional insured, with the certificate of insurance providing that coverage for the City shall not be cancelled without 30 days prior notice to the City.

24. **Defenses not Waived.** The City does not waive, and intends to assert, any common law or statutory defenses available to it, including those in NRS Chapter 41.

25. **Exigency.** Time is of the essence of this Assignment.

26. **Notice – Delivery.** Any notices, requests or instructions by a party to be given to another party shall be given in writing, by personal delivery or are to be mailed by certified mail with return receipt requested, to the following addresses or by facsimile copy to the respective number set forth.

If to Corona:

Corona Cyan, LLC
c/o RSF Partners
3232 McKinney
Dallas, Texas 75204
Attention: Tony Koeijmans
FAX: 214-855-9407

If to City:

CITY OF RENO
c/o Director, Parks, Recreation and Community Services Dept.
P.O. Box 1900
Reno, Nevada 89505
Fax Number: (775) 334-2449

WITH COPY TO:

Reno City Attorney's Office
P.O. Box 1900
Reno, Nevada 89505
Fax Number: (775) 334-2420

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. (local time), otherwise on the day following personal delivery, or two (2)

business days following the date the notice is postmarked, if mailed as set forth above or, if by facsimile, on the date of actual notice if received before 5:00 p.m. (local time) otherwise on the next business day. Any party may change the address to which notice is to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

27. Entire Agreement. This Assignment contains the entire agreement between the parties hereto and supersedes any and all prior agreement, arrangements or understandings regarding the same subject matter as this Agreement, which are null and void.

28. Survival. The representations, covenants and agreements contained herein shall not be discharged or dissolved upon transfer of the Park Site Parcel, but shall survive the same.

29. Governing Law. This Assignment shall be constructed and enforced in accordance with the laws of the State of Nevada and venue for any such action shall be in Washoe County, Nevada.

30. Modification and Amendments. This Assignment may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by the parties.

31. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, subcontractors, personal representatives, and assigns; provided that no assignment of the rights or obligations of Corona shall take place by the mere transfer or title of all or any portion of BVR or BVR Phase II. Only an express, written assignment approved by City shall operate to assign any rights or obligations of Corona to a third party.

32. Consultation with Legal Counsel. The parties hereto acknowledge and agree that each has been given the opportunity to review this Assignment with legal counsel independently, and has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding interpretation of terms, the interpretation of this Assignment shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

33. Headings. The headings and captions used in this Assignment are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Assignment. All exhibits attached to this Assignment, all exhibits to the Park Agreement referenced herein, and the recitals at the front of this Assignment are incorporated fully herein by this reference.

34. **Counterparts and Signatures.** This Assignment may be executed in a number of counterparts, the conglomeration of which shall constitute a complete agreement if signed by all parties hereto. The parties hereby warrant that the persons executing this Assignment are authorized to execute this Assignment and are authorized to obligate the respective parties to perform this Assignment. A facsimile or electronic signature on this Assignment shall be treated for all purposes as an original signature.

IN WITNESS WHEREOF, each Party hereto has executed this Assignment as of the date opposite that Party's signature.

CENTEX:

CENTEX HOMES, a

Nevada general partnership

By: Centex Real Estate Corporation
a Nevada corporation, Managing Partner

By: Chris Winters

Date: November 1st, 2012

Its: Division VP, Finance

CORONA:

Corona Cyan, LLC,

a Delaware limited liability company

By: Tony Bozinger

Date: 11/8, 2012

Print: Tony Bozinger

Its: Authorized Signatory

Signatures continued on next page.

THE CITY:

City of Reno,
a municipal corporation

By: *Robert A. Cashell, Sr.* DAVID L. AIAZZI
Its: Mayor

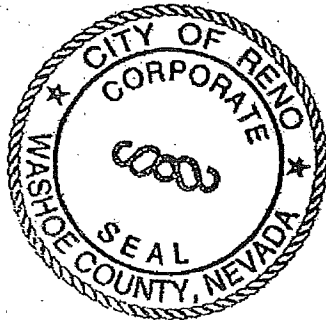
Date: 11-14-12, 2012

ATTEST:

Sumette Redner
City Clerk

APPROVED AS TO FORM:

Craig Skan
Deputy City Attorney




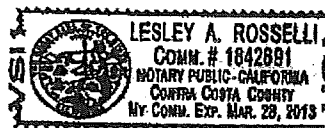
STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On November 1, 2012, before me, Lesley A. Rosselli, Notary Public, personally appeared **CHRISTOPHER WINTER**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

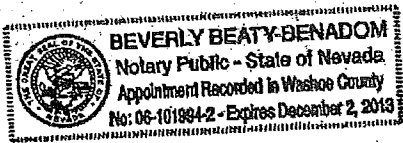
Signature  (Seal)
Print Name: Lesley A. Rosselli
Notary Public, State of California
My commission expires: March 28, 2013



ACKNOWLEDGMENTS - NRS 240.1665

STATE OF NEVADA)
COUNTY OF WASHOE)

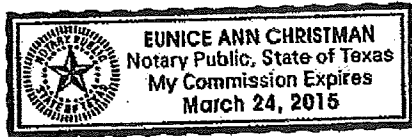
This instrument was acknowledged before me on this 14th ~~of October~~ ^{NOVEMBER} 2012, by Robert A. Cashell, Sr., as Mayor, of the CITY OF RENO, a municipal corporation.
DAVID L. AIAZZI, VICE MAYOR



Beverly Beaty-Benadom
(Signature of notarial officer)

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

This instrument was acknowledged before me on this 5th ~~day of October~~ ^{NOVEMBER} 2012 by Tony Koelmans, as Authorized Signatory of CORONA CYAN, LLC, a Delaware limited liability company.



[Signature]
(Signature of notarial officer)

12856197-4

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ as _____ of CENTEX HOMES, a Nevada General Partnership.

Notary Public, State of _____

Exhibit "A"

Bella Vista Ranch PUD Park Site Legal Description
[to be attached]

EXHIBIT "A"

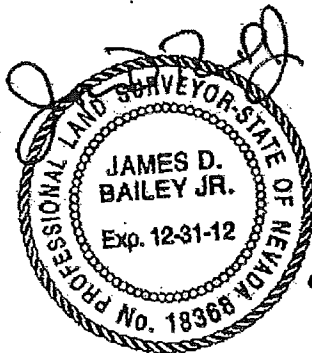
**PARCEL A OF T.M. 4792
NEIGHBORHOOD PARK
(APN: 165-011-18)**

All that certain real property situated within the a portion of the northwest one-quarter (1/4) of Section Ten (10), Township 18 North, Range 20 East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

Parcel A as shown on that "Official Plat Of Bella Vista Ranch Village B – Unit 1", recorded in the office of the Washoe County Recorder, June 20, 2007, as Tract Map No. 4792, Document No. 3546189, Official Records of Washoe County, Nevada.

CONTAINING: 14.24 acres of land, more or less.

See Exhibit "A-1" attached hereto, and made a part hereof.



9/27/12

PREPARED BY THE FIRM OF
PLACES CONSULTING SERVICES INCORPORATED
6250 FIELDSTONE PLACE
RENO, NEVADA 89523
(775) 355-7721

EXHIBIT "B"

DEVELOPER'S AFFIDAVIT FORM

I, _____, being first duly sworn, depose and say under penalty of perjury:

1. This Affidavit is made pursuant to that certain **ASSIGNMENT AND ASSUMPTION OF PARK DEVELOPMENT AGREEMENT & FIRST AMENDMENT AND RESTATEMENT OF PARK DEVELOPMENT AGREEMENT** by and between the City of Reno ("City"), CORONA CYAN, LLC, a Delaware limited liability company ("Developer") and CENTEX HOMES, a Nevada general partnership, dated _____ (hereafter the "Agreement").

2. I am the _____ of _____, the Developer. I am making this Affidavit individually and I am authorized to make this Affidavit on behalf of _____, the Developer. This Affidavit and the representations made herein are intended to be relied upon by the City in conjunction with the transfer of the Bella Vista Ranch Planned Unit Development ("PUD") Park Site Parcel, and shall survive the transfer.

3. I certify and warrant on behalf of myself and Developer that to the best of our information and belief after diligent inquiry as of the date hereof, there are no actual or threatened legal claims, including but not limited to lawsuits, material man's claims, mechanics liens, wage claims, property claims, or claims by resident's of the Bella Vista Ranch PUD or the Bella Vista Ranch, Phase II PUD, against the City or the Park Site Parcel arising out of the Agreement, or which may affect the City's interest in the Agreement or the Park Site Parcel, except those expressly set forth below:

a. *[Describe any exceptions].*

4. I certify and warrant on behalf of myself and Developer that Developer will indemnify, defend and hold City harmless from any claims against the City which are known as of the date hereof, but not disclosed and approved by the City, affecting the City's title to the Park Site Parcel.

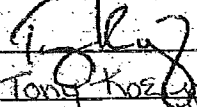
5. I certify and warrant on behalf of myself and Developer that Developer has no claims against the City arising out of the Agreement except those expressly set forth below:

6. I certify and warrant on behalf of myself and Developer that to the best of our information and belief after diligent inquiry there are no Hazardous Substances on or affecting or likely to affect the Park Site except those expressly set forth below:

7. I certify and warrant on behalf of myself and Developer that any applicable property taxes and utilities attributable to the Park Site are fully paid as of the date hereof.

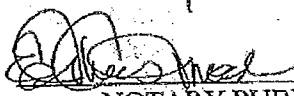
8. I certify and warrant on behalf of myself and Developer that all public utilities required for the operation of the Park have been provided and that they either abutt the Park Site Parcel through adjoining public streets or, if they pass through adjoining private lands, do so in accordance with valid public easements that will inure to the benefit of City upon Closing.

DEVELOPER

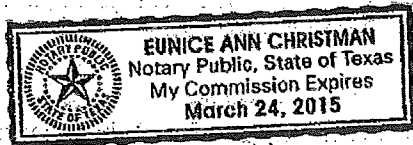

By: Tony Koziemans
Its: Authorized Signatory

STATE OF TEXAS)
):ss.
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 8th day of Nov.,
2012 by Tony Koziemans, as Authorized Signatory of Corona Canyon, LLC.



NOTARY PUBLIC



12858197-4

EXHIBIT "C"
FORM OF GRANT DEED

A.P. # _____

After recording, mail to:
City of Reno
% Property Manager
P.O. Box 1900
Reno, Nevada 89505

Grant, Bargain, Sale Deed

THIS INDENTURE WITNESSETH: That CORONA CYAN, LLC, a Delaware limited liability company, Grantor, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to the City of Reno, a Nevada municipal corporation, Grantee, all that real property situate in the City of Reno, County of Washoe, State of Nevada, bounded and described as follows:

See Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD said premises, together with all singular the rights and appurtenances thereof to Grantee, in fee simple, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, excepting any mineral and water rights;

And subject to a use restriction that for a period of 50 years from recording, the property shall used solely as a city park, for related recreational purposes, and for telecommunications facilities that do not interfere with the park and recreation use and are camouflaged to minimize visual impact; and that after such time, the City, in its sole discretion, may sell or modify the use of the property provided the City Council finds at a hearing noticing all neighbors within 750 feet of the property that the proposed modification in use or sale of the property best serves the public interest.

CORONA CYAN, LLC waives any first refusal rights it has under NRS 268.050, or successor or similar statutes.

Witness my hand this ___ day of _____, 20__;

Signatures of Seller

State of Nevada)
)ss
County of Washoe)

On _____, 20____, personally appeared before me, a Notary Public,
_____, personally known (or proved) to me to be the person(s)
whose name is/are subscribed to the above instrument who acknowledged that he/they
executed the within instrument.



WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNESS, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Christa Dixon
Signature

4/20/2015
Date

Lisa Dixon
Printed Name