

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

**ORDINANCE APPROVING “AMENDED AND RESTATED DEVELOPMENT AGREEMENT (TERRASANTE)”**

SUMMARY: Approves an amendment to a Development Agreement originally approved in 2008 (DA08-005, Ordinance Number 1367) and first amended in 2010 (AC10-002, Ordinance Number 1435) regarding the development of a 210 lot residential development on land described in Exhibit A by extending the deadline for filing the first final map to June 6, 2021, with a possible additional one year extension to be granted at the discretion of the Director of Planning and Development.

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**TITLE:**

AN ORDINANCE APPROVING A SECOND AMENDMENT TO A DEVELOPMENT AGREEMENT (TERRASANTE) ORIGINALLY APPROVED IN 2008 (DEVELOPMENT AGREEMENT DA08-005, ORDINANCE NUMBER 1367) AND FIRST AMENDED IN 2010 (AMENDMENT OF CONDITIONS AC10-002, ORDINANCE NUMBER 1435), TO EXTEND THE DEADLINE FOR FILING THE FIRST FINAL MAP TO JUNE 6, 2021, WITH ONE ADDITIONAL ONE- YEAR EXTENSION GRANTED AT THE DISCRETION OF THE DIRECTOR OF PLANNING AND DEVELOPMENT. THE PROJECT INCLUDES A TOTAL OF SIX CONTIGUOUS PARCELS LOCATED APPROXIMATELY 1.7 MILES SOUTH OF MOUNT ROSE HIGHWAY AT THE TERMINUS OF CALLAHAN ROAD. THE PARCELS TOTAL APPROXIMATELY 394 ACRES AND IS SUBJECT TO THE REYNEN AND BARDIS SPECIFIC PLAN DEVELOPMENT STANDARDS. THE PARCELS ARE LOCATED WITHIN THE FOREST AREA PLAN, AND ARE SITUATED IN SECTION 11, T20N, R19E, MDM, WASHOE COUNTY, NEVADA. (APNS: 047-141-03 (20.123 ACRES), 047-141-06 (43.177 ACRES), 047-141-07 (20.126 ACRES), 047-141-11 (183.377 ACRES), 047-141-12 (85.322 ACRES), AND 148-130-04 (41.937 ACRES)

Attachment B – Draft Ordinance

WHEREAS:

- A. Lifestyle Homes TND, LLC (“Landowner”) has received approval by the Washoe County Planning Commission of a tentative map (TM06-004) for a 210 lot residential subdivision project generally known as the Terrasante Subdivision to be located on the real property generally described in Exhibit A hereto), and has applied to Washoe County to enter into a development agreement pursuant to NRS 278.0201; and; and
- B. The deadline for filing a final map under NRS 278.360 was extended to June 6, 2017, under approved Development Agreement Case Number DA08-005 as Ordinance Number 1484, as amended by Amendment of Conditions Case AC10-002 as ordinance Number 1435; and,
- C. On a petition timely filed before the expiration date, for good cause appearing, the current property owner and the Board of County Commissioners desire to amend the development agreement a second time to further extend the deadline for filing a final map to June 6, 2021 with an additional one year extension at the discretion of the Planning and Development Director; and,
- E. The Board determines that this action is being taken under NRS 278.0205, and therefore is not a rule within the meaning of NRS 237.060;

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DOES HEREBY ORDAIN:

SECTION 1.

The amendments described in and attached hereto as Exhibit A are hereby APPROVED by this ordinance. The Chairman is authorized to execute and deliver it for recording in the official records of Washoe County.

SECTION 2. General Terms.

Attachment B – Draft Ordinance

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

Passage and Effective Date (WAC17-001, Terrasante)

Proposed on \_\_\_\_\_ (month) \_\_\_\_\_ (day), \_\_\_\_\_  
(year).

Proposed by Commissioner \_\_\_\_\_.

Passed \_\_\_\_\_ (month) \_\_\_\_\_ (day), \_\_\_\_\_  
(year).



## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (the Second Amendment) is made by and between Gateway Company, L.C., a Nevada limited liability company, and QS, LLC, a Nevada limited liability company, as tenants-in-common (collectively, Landowner); and the County of Washoe, a political subdivision of the State of Nevada (County), with reference to the following facts:

A. Landowner's predecessor in interest, Reynen & Bardis (Callamont), LLC, a Nevada limited liability company, and County entered into a Development Agreement dated May, 2008 and recorded on June 2, 2008 as Document No. 3655874 in the Official Records of Washoe County, Nevada, for the development of the Property, as described on Exhibit A attached hereto and incorporated herein by reference.

B. Landowner subsequently acquired the Property and pursuant to NRS 278.0205 and 278.360(1), Landowner and County entered into the First Amendment to Development Agreement dated September 27, 2010 and recorded on September 28, 2010 as Document No. 3926838 of the Official Records of Washoe County, Nevada. The Development Agreement, as amended by the First Amendment, each as described above, is hereinafter referred to as the "Development Agreement." Pursuant to the Development Agreement, Landowner has extended the time to record the first Final Map to June 6, 2017.

C. Pursuant to NRS 278.0205 and 278.360(1), Landowner and County have agreed to extend the time to record a Final Map as provided in this Second Amendment.

Based upon the foregoing, Landowner and County agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Second Amendment shall have the meaning ascribed to them in the Development Agreement.

2. Amendments to Development Agreement. Sections 2.3 and 2.4 of the Development Agreement are hereby amended in their entirety to read as follows:

2.3 Extension of Time to Record Final Map. The parties hereby agree that the maximum limit of the time for Landowner to record the first Final Map shall be extended for four (4) years, from June 6, 2017 to June 6, 2021, subject to Section 2.4.

2.4 Further Extension. Landowner acknowledges that notwithstanding Section 2.3 above, upon sixty (60) days written request from Landowner, the Director of the Washoe County Planning and Development Division, in her sole discretion, grant an additional one-year extension of time to file the first Final Map. Landowner knowingly and voluntarily waives any rights it may have to extend any deadlines or record any other map under the Tentative Map by the Development Agreement.

3. Miscellaneous Provisions.

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

3.2 Counterparts. This Second Amendment may be executed in two (2) or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this Second Amendment may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one (1) or more additional signature pages.

3.3 Affirmation and Ratification of Remaining Provisions. Landowner and County hereby ratify and affirm all of the terms, provisions, and conditions of the Tentative Map, Reynen & Bardis Specific Plan, and Development Agreement, except to the extent amended hereby.

3.4 Remainder of Development Agreement. Except as otherwise provided herein, all other terms of the Development Agreement shall remain in full force and effect and shall be incorporated herein by this reference as though fully set forth in this document.

LANDOWNER:

COUNTY:

Gateway Company, L.C., a Nevada limited liability company

County of Washoe, a political subdivision of the State of Nevada, by its Board of Washoe County Commissioners

By : \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

QS, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A – Second Amendment to Development Agreement DA08-005

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

This Second Amendment to Development Agreement was acknowledged before me on \_\_\_\_\_, 2017, by Fritz Duda, in his capacity as President of Fritz Duda Company, in its capacity as a Managing Member of Gateway Company, L.C., a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA        )  
                                  )  
COUNTY OF WASHOE    )

This Second Amendment to Development Agreement was acknowledged before me on \_\_\_\_\_, 2017, by \_\_\_\_\_, in his capacity as a Manager of QS, LLC., a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA        )  
                                  )  
COUNTY OF WASHOE    )

This Second Amendment to Development Agreement was acknowledged before me on \_\_\_\_\_, 2017, by \_\_\_\_\_, in his capacity as \_\_\_\_\_ of Community Development, County of Washoe.

\_\_\_\_\_  
Notary Public

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF WASHOE,  
STATE OF NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 3 OF PARCEL MAP NO. 2718 FOR T.M.S. ASSOCIATES, ACCORDING TO THE  
MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE  
COUNTY, STATE OF NEVADA, ON JUNE 30, 1993, AS FILE NO. 1687666.

APN: 047-141-03

PARCEL 2:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY  
OF WASHOE, STATE OF NEVADA, SECTION ELEVEN (11), TOWNSHIP SEVENTEEN  
(17) NORTH, RANGE NINETEEN (19) EAST, M.D.M., SET FORTH IN BOUNDARY LINE  
ADJUSTMENT GRANT DEED RECORDED AUGUST 15, 1997, IN BOOK 4954, PAGE 44,  
AS DOCUMENT NO. 2126020 OF OFFICIAL RECORDS, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION ELEVEN (11), TOWNSHIP  
SEVENTEEN (17) NORTH, RANGE NINETEEN (19) EAST, M.D.M., AS SHOWN ON  
PARCEL MAP NO. 2178, RECORDED JUNE 30, 1993, OFFICIAL RECORDS OF WASHOE  
COUNTY, NEVADA, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS A  
FOUND GENERAL LAND OFFICE BRASS CAP;

THENCE NORTH  $00^{\circ}15'17''$  WEST ALONG THE WEST LINE OF SAID SECTION 11, A  
DISTANCE OF 1019.54 FEET;

THENCE NORTH  $58^{\circ}37'55''$  EAST, 1539.77 FEET;

THENCE SOUTH  $00^{\circ}16'16''$  WEST, 1833.14 FEET TO THE SOUTH LINE OF SAID  
SECTION 11, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL 1 OF  
SAID PARCEL MAP;

THENCE NORTH  $89^{\circ}28'30''$  WEST ALONG SAID SOUTH LINE, 1318.91 FEET TO SAID  
POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS SAID PARCEL MAP NO. 2718.

SAID PARCEL IS FURTHER SHOWN AND DELINEATED AS PARCEL A OF RECORD  
OF SURVEY NO. 3291, FILED AUGUST 15, 1997, AS FILE NO. 2126026.

APN: 047-141-06

DOCUMENT NUMBER 2126020 IS PROVIDED PURSUANT TO THE REQUIREMENTS OF SECTION 1.NRS 111.312

PARCEL 3:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF WASHOE, STATE OF NEVADA, SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINETEEN (19) EAST, M.D.M, SET FORTH AS PARCEL B ON BOUNDARY LINE ADJUSTMENT GRANT DEED RECORDED AUGUST 15, 1997, IN BOOK 4954, PAGE 44, AS DOCUMENT NO. 2126020, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER (S ¼) CORNER OF SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINETEEN (19) EAST, M.D.M., AS SHOWN ON PARCEL MAP NO. 2718, RECORDED JUNE 30, 1993, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS A FOUND GENERAL LAND OFFICE BRASS CAP;

THENCE NORTH 89°28'30" WEST ALONG THE SOUTH LINE OF SAID SECTION, 1318.93 FEET;

THENCE NORTH 00°16'16" WEST, 664.53 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 OF SAID PARCEL MAP;

THENCE SOUTH 89°29'52" EAST ALONG THE SOUTH LINE OF SAID PARCEL 3, A DISTANCE OF 1318.73 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE SOUTH 00°17'15" EAST, 665.06 FEET TO SAID POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS SAID PARCEL MAP NO. 2718.

SAID PARCEL IS FURTHER SHOWN AND DELINEATED AS PARCEL B OF RECORD OF SURVEY NO. 3291, FILED AUGUST 15, 1997, AS FILE NO. 2126026.

APN: 047-141-07

DOCUMENT NUMBER 2126020 IS PROVIDED PURSUANT TO THE REQUIREMENTS OF SECTION 1.NRS 111.312

PARCEL 4:

PARCELS 2 AND 3 OF PARCEL MAP NO. 3633, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON MARCH 29, 2000, AS FILE NO. 2434419.

EXCEPTING FROM PARCEL 2 THAT PORTION OF CALLAHAN RANCH ROAD DEDICATED FOR PUBLIC USE BY RESOLUTION RECORDED JANUARY 18, 2001, AS DOCUMENT NO. 2516349 OF OFFICIAL RECORDS.

APN: 047-141-11 AND 12

PARCEL 5:

LOT A-2 AS SHOWN ON THE MAP OF GALENA CANYON SUBDIVISION UNIT 2B, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON APRIL 7, 2004, AS FILE NO. 3018803, OF OFFICIAL RECORDS AS TRACT MAP NO. 4335.

APN: 148-130-04