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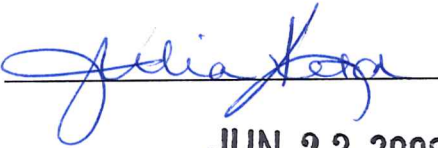
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PO# **ORD 1303**  
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STATE OF NEVADA  
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **06/16/2006 - 06/23/2006**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed:



**JUN 23 2006**



**Proof of Publication**

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1303 NOTICE IS HEREBY GIVEN THAT: Bill No. 1483, Ordinance No. 1303 entitled: AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE INITIAL DEVELOPMENT AGREEMENT CASE NO. DA06-001 FOR WARM SPRINGS RANCH - TENTATIVE SUBDIVISION MAP CASE NO. TM04-005 APPROVED BY THE PLANNING COMMISSION OF WASHOE COUNTY ON JUNE 29, 2004. was adopted on June 13, 2006 by Commissioners Galloway, Humke, Sferrazza, and Weber with Chairman Larkin absent. This ordinance shall be in full force and effect from and after June 23, 2006. Typewritten copies of the ordinance are available for inspection by all interested persons at the office of the County Clerk, 75 Court Street Reno, Nevada, and can be found on the County Clerk's website, [www.washoecounty.us/clerks](http://www.washoecounty.us/clerks) AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 265364 June 16, 23, 2006

✓  
1303

SUMMARY: An ordinance approving Development Agreement Case No. DA06-001 which will extend the approval of Tentative Subdivision Map Case No. TM04-005 for Warm Springs Ranch subdivision in the Warm Springs planning area until June 29, 2008.

BILL NO. 1483

ORDINANCE NO. 1303

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE INITIAL DEVELOPMENT AGREEMENT CASE NO. DA06-001 FOR WARM SPRINGS RANCH - TENTATIVE SUBDIVISION MAP CASE NO. TM04-005 APPROVED BY THE PLANNING COMMISSION OF WASHOE COUNTY ON JUNE 29, 2004.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:

SECTION 1. The initial Development Agreement for Tentative Subdivision Map Case No. TM04-005 for Warm Springs Ranch subdivision in the Warm Springs planning area is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 23rd day of MAY 2006.

Proposed by Commissioner GALLOWAY

Passed on the 13th day of JUNE 2006.

Vote:

Ayes: GALLOWAY, HUMKE, SFERRAZZA & WEBER

Nays: (NONE)

Absent: LARKIN

Bonnie Heber  
Vice Chairman  
Washoe County Commission



ATTEST:  
Amy Hawley  
County Clerk

This ordinance shall be in force and effect from and after the 23rd day of JUNE 2006.



APN# \_\_\_\_\_

**Recording Requested by:**

Name: Washoe County Clerk

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**When Recorded Mail to:**

Name: Washoe County Clerks office

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

( for Recorder's use only )

**Mail Tax Statement to:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Ordinance No. 1303

( Title of Document )

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

[Signature]  
Signature

Deputy Clerk  
Title

Stacy Gonzales  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

SUMMARY: An ordinance approving Development Agreement Case No. DA06-001 which will extend the approval of Tentative Subdivision Map Case No. TM04-005 for Warm Springs Ranch subdivision in the Warm Springs planning area until June 29, 2008.

BILL NO. 1483

ORDINANCE NO. 1303

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THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:

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Proposed on the 23rd day of MAY 2006.

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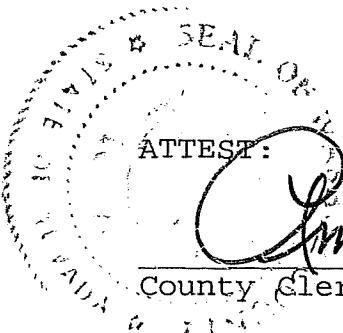
Vote:

Ayes: GALLOWAY, HUMKE, SFERRAZZA & WEBER

Nays: (NONE)

Absent: LARKIN

Bonnie Heber  
Vice Chairman  
Washoe County Commission



ATTEST:  
Amy Harvey  
County Clerk

This ordinance shall be in force and effect from and after the 23rd day of JUNE 2006.

**RECORDING REQUESTED BY,  
AND WHEN RECORDED, MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby affirms 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)

**AMENDMENT TO INITIAL DEVELOPMENT AGREEMENT  
FOR WARM SPRINGS RANCH**

**THIS AMENDMENT TO INITIAL DEVELOPMENT AGREEMENT FOR WARM SPRINGS RANCH ("Amendment")** is made by and between **PALOMINO VALLEY, LLC**, a Nevada limited liability company ("Landowner"); and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada ("County").

**1. GENERAL.**

1.1 Property. Landowner is the owner of real property known as the Warm Springs Ranch subdivision located in Washoe County, Nevada which are Assessor's Parcel Numbers 077-090-03, 077-090-07, 077-090-13, 077-090-14, 077-090-15, 077-340-04, 077-340-05, 077-340-37, 077-340-44, and 077-340-45, located at the northeast and southeast intersection of Pyramid Highway and Whiskey Springs Road, as more particularly described in Exhibit "A" attached hereto (the "Property"). The Property consists of approximately 1154.57 acres located within the Warm Springs Specific Plan ("WSSP").

1.2 Tentative Map. On June 29, 2004, County issued its Action Order approving a tentative map application of Landowner known as Tentative Subdivision Map Case No. TM04-005 (Warm Springs Ranch Subdivision) (the "Tentative Map"). The development of the Property must be conducted pursuant to the provisions of the Tentative Map, the WSSP and the Washoe County Development Code (the "Code").

1.3 Development Agreement And Final Map. On or about June 20, 2006, County and Landowner entered into that certain Development Agreement for Warm Springs Ranch (the "Initial Agreement"), pursuant to which the parties agreed to a plan for development and to an extension of the time within which Landowner must file its first final subdivision map related to the Tentative Map (the "Final Map"). Pursuant to NRS 278.360(1), unless the parties agree to amend the Initial Agreement as allowed under NRS 278.0205, or otherwise enter into an additional agreement

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concerning the development of land authorized by NRS 278.0201, Landowner must cause the Final Map to be recorded prior to the expiration date of the extension period, which is June 29, 2008 (the "Expiration Date").

1.4 Circumstances Requiring Agreement Amendment. The parties, by this Amendment, desire to amend the Initial Agreement in order to continue their efforts to better plan the project and community infrastructure. This Amendment and its extension of time to record the Final Map is justified by the following facts, circumstances, and agreements.

1.4.1 Planning Updates. County is currently in the process of updating both the WSSP and the Warm Springs Area Plan (the "Area Plan"), of which the WSSP is a part (such updating process being hereinafter referred to as the "Update"). County anticipates completion of the initial Update to the Area Plan in 2008, with additional changes to that portion of the Area Plan involving the WSSP (such as it may be following the initial Area Plan Update) coming later in 2008 or thereafter. The Update may result in changes in land uses, financing mechanisms, infrastructure requirements, or other development policies on certain properties within the WSSP, which may affect the Property. Landowner would prefer to process and record the Final Map in connection with the activities and changes pursued in the Update so as to avoid committing to a development and/or financing plan for the Property under the Tentative Map until any changes in land use, financing mechanisms, infrastructure requirements, or development policies pursuant to the Update are known. County also believes it would be in the public's best interest to delay commencement of development under the Final Map on the Property until after the Update is completed, because changes resulting from the Update may impact said development, or may require a new tentative map or other discretionary approval to be submitted. Those extraordinary and unforeseeable circumstances require that an extension of time be granted to Landowner to file the Final Map (including without limitation a final map related to a minimum of five lots).

1.4.2 Infrastructure Improvements and Open Space Dedication. As part of the development of the Property, Landowner will develop substantial off-site and on-site infrastructure that will benefit portions of the County beyond the Property. Furthermore, in connection with the development of the Property, Landowner will dedicate substantial open space to Washoe County. It is in the public interest to foster development of the aforementioned infrastructure and obtain the open space, neither of which could occur without an extension of the Final Map.

1.4.3 WSSP Requirements. The WSSP requires a development agreement between WSSP property owners and the County in order to develop property located within the WSSP. One of the reasons for imposing that requirement relates to its assumed method of securing financing for public infrastructure within the area covered by the WSSP, and as those assumptions are currently undergoing significant review and reconsideration in connection with the Area Plan Update, it would result in a significant loss of time and resources to the parties to process a final development agreement and final map prior to resolution of the revisions to the financing aspects of the WSSP. Thus, the parties intend hereby to amend the Initial Agreement and disengage and cancel any processing of any other development agreement submitted by Landowner, anticipating amendment of this Agreement again in the future as the Area Plan update and infrastructure financing arrangements are completed.

1.4.4 Amendments Allowed. Pursuant to both NRS 278.0205 and Section 110.814.40 of the Code, the County and Landowner are authorized to amend the Initial Agreement by mutual consent.

1.4.5 New County Policy. The County and Landowner acknowledge and agree that recently the County adopted a new policy regarding the way in which a development agreement may be used to extend the final map filing deadline on a tentative map. While this policy was adopted subsequent to approval of the Tentative Map and the Initial Agreement, the parties believe equity and public interest would be best served by affording to Landowner the same rights and opportunities, and subjecting Landowner to the same requirements, as are available to and/or imposed upon other developers in the County under the new policy.

1.4.6 Covenant to Cooperate and Best Efforts. Landowner acknowledges and agrees that, in connection with the County's pending Update of the Area Plan, the County has included Appendices B and G of the WSSP in its draft Area Plan, primarily due to concerns raised by Landowner about how the modification of those Appendices might create inequities in the use of water and payment of costs for public infrastructure within the area covered by the WSSP. Landowner further acknowledges and agrees that modifications are needed to one or both Appendices in order to create a workable, orderly plan for development within the area covered by the WSSP. To that end, Landowner hereby covenants and agrees to use its best efforts and cooperate with the County in developing additional modifications to the Area Plan to address satisfactorily the topics covered by the Appendices. Landowner further covenants and agrees to support the pending Update of the Area Plan, provided the pending Update of the Area Plan incorporates Appendices B and G of the WSSP.

## 2. AMENDMENT TO AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0205 and Code. This Amendment is an amendment to an agreement concerning the development of land under NRS 278.0201, NRS 278.0205 and Article 814 of the Code.

2.2 Amendment to Initial Agreement and Expiration Date. The parties hereby agree that Expiration Date set forth in the Initial Agreement is hereby extended from June 29, 2008, to June 29, 2009, subject to Section 2.3, and the Initial Agreement is so modified. The parties hereby acknowledge that any prior extension of the time to record the Final Map set forth in the Initial Agreement, the extension of the Expiration Date provided for herein, and any future extension of the Expiration Date that may be provided as set forth in Section 2.3 shall be deemed an extension of all special use permits approved and issued by County in connection with the Tentative Map.

2.3 Further Extension. Landowner acknowledges that a development agreement or amendment to development agreement, a stated purpose of which is to extend the time for recording a final subdivision map, henceforth may be used only once with respect to the Tentative Map. Notwithstanding Section 2.2 above, upon sixty (60) days written request from Landowner, the Director of the Department of Community Development of Washoe County (the "Director") may, in his sole discretion, grant an additional one (1) year extension of time to file the Final Map, from June 29, 2009, to June 29, 2010. Landowner acknowledges that, in exercising the aforementioned

discretion to extend, the Director will take into consideration Landowners compliance with the duties imposed under Section 1.4.6. Landowner knowingly and voluntarily waives any right it may have to extend any deadline to record any other map under the Tentative Map by a development agreement or amendment to development agreement.

2.4 Code Changes. The parties agree that changes in federal, state or county law concerning public health, safety or welfare will apply to any final map or other permit.

2.5 Public Notice. Any and all public notices required to be given in connection with this Amendment shall be given in accordance with Section 110.814.25 of the Code.

2.6 Assumption of Risk. Landowner acknowledges and agrees that Landowner is proceeding voluntarily and at its own risk in entering into this Amendment and without advice, promises or guarantees of any kind from County, other than as expressly set forth herein.

2.7 Effect on Other Applications. Landowner agrees that upon final approval, adoption, and execution hereof, any of its other applications pending in the County to develop the Property shall be deemed withdrawn and of no legal effect as of their submittal date to the County. Landowner and County acknowledge and agree that the Tentative Map, and all special use permits approved by the County in connection with the Tentative Map, shall not be deemed pending applications for purposes of this Section 2.7.

### 3. MISCELLANEOUS PROVISIONS.

3.1 Time is of the Essence. Time is of the essence of this Amendment.

3.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Successors. This Amendment shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3.4 Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Amendment or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

3.5 Entire Agreement. The Initial Agreement, as modified by this 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.

3.6 Governing Law. The parties hereto acknowledge that this Amendment has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this



Amendment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

3.7 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.8 Written Amendments. This Amendment may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both parties. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

3.9 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Amendment.

3.10 Third Party Beneficiary Rights. This Amendment is not intended to create any third-party beneficiary rights in any person not a party hereto.

3.11 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Amendment with legal counsel independently. 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 the interpretation of the Amendment, the interpretation of this Amendment shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

3.12 Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument 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 or more additional signature pages.

3.13 No Further Amendments. Except as set forth herein, the Initial Agreement remains unmodified and in full force and effect. In the event of any inconsistency between the terms of the Initial Agreement and this Amendment, the terms and provisions of this Amendment shall control.

*[remainder of page intentionally left blank.]*

[Signature page to Amendment to Development Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date above last written below.

**LANDOWNER:**

**PALOMINO VALLEY, LLC, a Nevada limited liability company**

By: *[Signature]*

Date: June 5, 2008


**COUNTY:**

**COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOARD OF WASHOE COUNTY COMMISSIONERS**

By: *[Signature]*  
ROBERT LARKIN, Chairman

Date: June 10, 2008

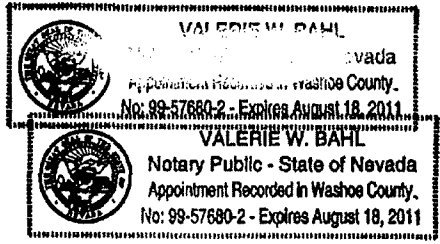
ATTEST:

*[Signature]*  
AMY HARVEY, County Clerk  


State of Nevada     )  
                                  )  
County of Washoe    )

This instrument was acknowledged before me on June 5, 2008, 2008, by Lewis A Schulte as representative of Palomino Valley, LLC, a Nevada limited liability company.

*[Signature]*  
Notary Public  
My commission expires: 8-18-11



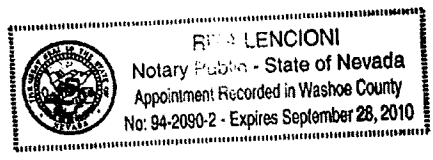
State of Nevada )

County of Washoe )

This instrument was acknowledged before me on June 10, 2008, by Robert Larkin,  
Chairman of Washoe County, Board of Washoe County Commissioners.

Rita Lencioni  
Notary Public

My commission expires: 09/28/2010



*Amendment to Initial Development Agreement  
for Warm Springs Ranch*

## Warm Springs Ranch

All that certain real property situate within Sections 4, 5, 6, 8 and 9, Township 22 North, Range 21 East, and Sections 31 and 32, Township 23 North, Range 21 East, Mount Diablo Meridian, County of Washoe, State of Nevada, more particularly described as follows:

**BEGINNING** at the Section Corner common to Sections 4 and 5, Township 22 North, Range 21 East and Sections 32 and 33, Township 23 North, Range 21 East, Mount Diablo Meridian, as shown on that "Record of Survey for McCulloch Properties Inc.", recorded in the office of the Washoe County Recorder, November 10, 1976, as Survey Map 1010, File No. 434699, Official Records of Washoe County, Nevada;

Thence along the northerly line of said Section 4, S 89°21'48" E, 229.97 feet, to the northeast corner of Parcel 5-2-1-4 as shown on said Survey Map 1010;

Thence leaving the northerly line of said Section 4, along the easterly line of said Parcel 5-2-1-4, S 00°47'45" W, 1912.95 feet, to the northerly line of Parcel 4-2-1-10 as shown on said Survey Map 1010, said line also being the centerline of Whiskey Springs Road;

Thence along the centerline of said Whiskey Springs Road, N 89°53'44" E, 2279.09 feet;

Thence, along the arc of a tangent curve to the right having a length of 229.90 feet and a radius of 635.00 feet, through a central angle of 20°44'36", to the northeast corner of Parcel 4-2-1-9 as shown on said Survey Map 1010, said point also being the centerline intersection of said Whiskey Springs Road and Grass Valley Road;

Thence along the centerline of said Grass Valley Road, S 01°42'24" W, 3356.74 feet, to the Quarter Corner common to Section 4 as shown on said Survey map 1010 and Section 9 as shown on that "Record of Survey for McCulloch Properties Inc.", recorded in the office of the Washoe County Recorder, October 29, 1975, as Survey Map 914, File No. 383409, Official Records of Washoe County, Nevada;

Thence continuing along the centerline of said Grass Valley Road, S 00°54'41" W, 181.03 feet, to the southeast corner of Parcel 4-2-1-12A as shown on that "Record of Survey of Boundary Line Adjustment for Tehama Holdings, Inc., a Nevada Corporation", recorded in the office of the Washoe County Recorder, January 29, 1997, as Record of Survey Map 3175;

Thence leaving the centerline of said Grass Valley Road, along the southerly line of said Parcel 4-2-1-12A and Parcel 4-2-1-11A of said Record of Survey Map 3175, N 89°19'33" W, 2679.86 feet, to a point on the westerly line of said Section 9;

Thence along the westerly line of said Section 9, S 00°34'37" W, 1139.25 feet, to the southeast corner of Parcel 8-2-1-3 as shown on that "Record of Survey for McCulloch Properties Inc.", recorded in the office of the Washoe County Recorder, July 8, 1976, as Survey Map 965, File No. 415811, Official Records of Washoe County, Nevada;

Thence along the southerly line of said Parcel 8-2-1-3 and Parcel 8-2-1-2 as shown on said Survey Map 965, N 89°14'43" W, 2461.29 feet, to the southwest corner of said Parcel 8-2-1-2;

Thence along the westerly line of said Parcel 8-2-1-2 and Parcel Z as shown on that "Record of Survey for McCulloch Properties Inc.", recorded in the office of the Washoe County Recorder, September 9, 1976, as Survey Map 982, File No. 425170, Official Records of Washoe County, Nevada, N 31°21'36" W, 2300.74 feet;

Thence continuing along the westerly line of said Parcel Z, N 00°48'34" W, 702.41 feet, to the southerly line of Parcel 5-2-1-7 as shown on said Survey Map 982;

Thence along the southerly line of said Parcel 5-2-1-7, N 89°19'06" W, 258.34 feet, to the southeast corner of said Parcel 5-2-1-7;

Thence along the westerly line of said Parcel 5-2-1-7, N 00°47'33" E, 1301.29 feet;

Thence continuing along the westerly line of said Parcel 5-2-1-7, N 00°49'12" E, 676.57 feet, to the northwest corner of said Parcel 5-2-1-7, said point also being on the centerline of said Whiskey Springs Road;

Thence along the centerline of said Whiskey Springs Road, N 89°58'11" W, 1319.97 feet, to a point on the westerly line of said Section 6;

Thence continuing along the centerline of said Whiskey Springs Road, S 89°59'23" W, 1926.68 feet, to the easterly right-of-way of Nevada State Highway 445;

Thence along the easterly right-of-way of said Nevada State Highway 445, N 11°15'18" E, 2034.10 feet, to the southerly line of said Section 31;

Thence continuing along the easterly right-of-way of said Nevada State Highway 445, along the southerly line of said Section 31, N 89°20'57" W, 50.87 feet;

Thence leaving the southerly line of said Section 31, continuing along the easterly right-of-way of said Nevada State Highway 445, N 11°15'18" E, 1432.52 feet, to the Northwest corner of said Parcel Z, as shown on that "Record of Survey for McCulloch Properties Inc.", recorded in the office of the Washoe County Recorder, September 9, 1976, as Survey Map 990, File No. 425178, Official Records of Washoe County, Nevada;

Thence leaving the easterly right-of-way of said Nevada State Highway 445, along the northerly line of said Parcel Z, S 89°45'23" E, 1347.52 feet, to a point on the westerly line of said Section 32;

Thence continuing along the northerly line of said Parcel Z, as shown on that "Record of Survey for McCulloch Properties Inc.", recorded in the office of the Washoe County Recorder, September 9, 1976, as Survey Map 991, File No. 425179, Official Records of Washoe County, Nevada, S 89°15'17" E, 5273.74 feet, to a point on the easterly line of said Section 32;

Thence along the easterly line of said Section 32, S 00°35'01" W, 1409.56 feet, to the **Point of Beginning**.

**CONTAINING:** 1,144.56 acres of land, more or less.

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

**BASIS OF BEARINGS:** "Record of Survey for McCulloch Properties Inc.", recorded in the office of the Washoe County Recorder, November 10, 1976, as Survey Map 1010, File No. 434699, Official Records of Washoe County, Nevada.

SUMMARY: An ordinance approving the amendment of Development Agreement Case No. DA06-001 which will extend the approval of Tentative Subdivision Map Case No. TM04-005 for Warm Springs Ranch, as previously approved by the Planning Commission until June 29, 2009 and upon sixty (60) days written request from Landowner, the Director of the Department of Community Development of Washoe County may, in his sole discretion, grant an additional one (1) year extension of time to file the final map from June 29, 2009 to June 29, 2010.

BILL NO. 1550

ORDINANCE NO. 1372

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA06-001 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM04-005 FOR WARM SPRINGS RANCH SUBDIVISION AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DO ORDAIN:

SECTION 1.

The amendment to Development Agreement for Tentative Subdivision Map Case No. TM04-005 for Warm Springs Ranch is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 27<sup>th</sup> day of May, 2008.

Proposed by Commissioner Humke

Passed on the 10<sup>th</sup> day of June, 2008.

Vote:

Ayes: LARKIN, WEBER, Humke, Galloway & Jung

Nays: none

Absent: none

Robert M Larkin

Robert M. Larkin, Chairman  
Washoe County Commission

Amy Harvey  
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 20<sup>th</sup> day of June, 2008.

RECEIVED

AUG 15 2006

WASHOE COUNTY  
COMMUNITY DEVELOPMENT

SUMMARY: An ordinance approving Development Agreement Case No. DA06-001 which will extend the approval of Tentative Subdivision Map Case No. TM04-005 for Warm Springs Ranch subdivision in the Warm Springs planning area until June 29, 2008.

BILL NO. 1483

ORDINANCE NO. 1303

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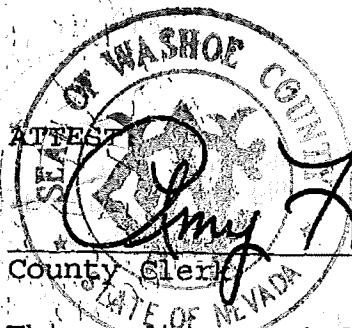
Proposed on the 23rd day of MAY 2006.  
Proposed by Commissioner GALLOWAY  
Passed on the 13th day of JUNE 2006.  
Vote:

Ayes: GALLOWAY, HUMKE, SFERRAZZA & WEBER

Nays: (NONE)

Absent: LARKIN

Bonnie Heber  
Vice Chairman  
Washoe County Commission



County Clerk

This ordinance shall be in force and effect from and after the 23rd day of JUNE 2006.



CERTIFIED COPY

The foregoing document is a full, true and correct copy of the original on file and of record in my office.

Date: September 20, 2010

AMY HARVEY, County Clerk in and for the County of Washoe, State of Nevada.

By [Signature]  
Deputy Clerk

Pursuant to NRS 239B.030 the SSN may be redacted, but in no way affects the legality of the document.



## WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
KATHRYN L. BURKE, 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.

  
\_\_\_\_\_  
Signature

9-20-10  
\_\_\_\_\_  
Date

Stacy Gonzales  
\_\_\_\_\_  
Printed Name

APN# \_\_\_\_\_

**Recording Requested by:**

Name: Washoe County Clerk

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**When Recorded Mail to:**

Name: Washoe County Clerks Office

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Mail Tax Statement to:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_



1303

( for Recorder's use only )

*Initial Development Agreement*  
*Warm Springs Ranch Washoe County DA06-001*  
**( Title of Document )**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

*Stacy Gonzales*  
Signature

*Deputy Clerk*  
Title

*Stacy Gonzales*  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

1303

**INITIAL DEVELOPMENT AGREEMENT  
FOR WARM SPRINGS RANCH**

This Initial Development Agreement for Warm Springs Ranch is entered into this 23<sup>rd</sup> day of May, 2006, by and between Washoe County, Nevada, hereinafter referred to as "County" and Palomino Valley Associates, LLC, hereinafter referred to as "Owner" or "Developer", pursuant to Chapter 278 of the Nevada Revised Statutes, and Article 814 of the Washoe County Development Code. County and Owners are sometimes referred to herein as a "Party" or the "Parties".

**WITNESSETH:**

WHEREAS, Developer is the Owner of that certain real property described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Property is a part of and subject to the Warm Springs Specific Plan, approved by the Washoe County Board of Commissioners on September 22, 1992 (as amended by the Washoe County Board of Commissioners on April 18, 1995) (the "Plan"); and

WHEREAS, Developer intends to develop the Property as a residential subdivision, together with related common elements and subdivision improvements, (collectively, the "Development"), all in accordance with the Plan and the tentative map for the Property approved by the County on June 29, 2004, related to Tentative Subdivision Map Case No. TM04-005 (Warm Springs Ranch Subdivision) (the "Tentative Map"); and

WHEREAS, Developer is in the process of attempting to comply with the Plan as well as certain conditions of approval issued by the County in connection with the County's approval of the Tentative Map, including conditions related to the master covenants, conditions and restrictions as well as the financing, construction and maintenance of certain public facilities; and

WHEREAS, the Plan (including, without limitation, Appendix G thereto) provides for various concepts and alternatives related to a master owner association, the collection of fees, and the financing of the construction and maintenance of the aforementioned public facilities; and

WHEREAS, the aforementioned concepts and alternatives generally contemplate that new developments within the Plan area (including, without limitation, the Development) will pay certain fees through the association or directly to the County and otherwise contribute their fair share of the cost of providing such public facilities; and

WHEREAS, both the County and Developer agree that, due to the complexity of the Plan and the fact that the Tentative Map is set to expire in June of 2006 prior to the County and the Developer completing a workout of the aforementioned complexities, additional time is needed to complete this

workout and formalize the actual methods by which public facilities serving the Development and the larger Plan area are to be financed;

NOW, THEREFORE, it is agreed as follows:

**1. Final Map Timing.**

a Generally: As set forth in the foregoing recitals, the County has previously approved the Tentative Map, a copy of which is attached hereto as Exhibit "B". Pursuant to both the conditions of approval for the Tentative Map and NRS 278.360, Developer, in order to prevent the expiration of the Tentative Map, must present a final map for the Property or the first final map in a series of final maps for the Property on or before June 29, 2006. However, NRS 278.360 further provides that the foregoing timeline may be extended pursuant to a development agreement entered into by the County and Developer in accordance with NRS 278.0201.

b Agreement to Extend Final Map Timeline: The County and Developer hereby agree that this Agreement is a development agreement entered into pursuant to NRS 278.0201, and that, pursuant to NRS 278.0201, the timeline for recording the first final map related to the Tentative Map is extended to June 29, 2008, and that the Tentative Map shall hereafter continue in full force and effect and shall be processed under such extended timeline. Upon the earlier of the expiration of the foregoing timeline or approval of the first final map, the Tentative Map shall be processed pursuant to its conditions of approval, NRS 278.360, and any applicable changes in development and construction law directly related to "life and/or safety" matters (as the terms "life and/or safety" are commonly used in the building code industry).

**2. Compliance with Laws.**

For purposes of complying with NRS 278.0201 and Section 110.814.20 of the Washoe County Development Code, Developer and the County hereby agree that (i) the duration of this Agreement shall be as set forth in Section 1(b) above, and (ii) Developer and the County shall hereafter negotiate in good faith on the preparation of a comprehensive development agreement for the development, which development agreement will more particularly address the following issues related to the Development: (1) the permitted uses of the Property, (2) the density and/or intensity of uses, (3) the maximum height and size of the proposed buildings within the Development and application of the Plan's Development Standards Handbook, (4) any provisions for the dedication or reservation of any portion of the land for public use, (5) terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment district proceedings, if necessary, and (6) such other terms and provisions as may be agreed to by the parties.

**3. Laws of the State of Nevada to Apply.**

This Agreement will be governed by the laws of the State of Nevada without regard to conflicts of law principles.

**4. Jurisdiction/Service of Process.**

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the Second Judicial District Court of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of said court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

**5. Notice**

All notices under this Agreement shall be sent to the following address:

County Clerk	Palomino Valley Associates, LLC
County of Washoe	c/o Mission Valley Properties
P.O. Box 11130	5000 Hopyard Road, Suite 170
Reno NV 89520	Pleasanton, CA 94588

**6. Agreement Binding on Successors Interest.**

The provisions of this Agreement are covenants which shall run with the property described in Exhibit "A", and the benefits and burdens shall bind and inure to all successors or assigns in interest of the parties in signature to this Agreement.

**7. Severability.**

The provisions of this Agreement are intended to be severable. If any provision of this Agreement is held invalid, the remainder of this agreement shall not be effected thereby and shall remain in full force and effect unless amended or modified by the mutual consent of all parties.

**8. Recordation.**

Upon execution of this Agreement, the County shall cause this Agreement to be recorded in the Office of the Washoe County Recorder.

9. **Third Party Beneficiaries.**

This Agreement is intended for the sole protection and benefit of Developer and the County and their lawful successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

10. **Relationship of Parties.**

It is understood that the contractual relationship between Developer and the County is such that Developer is not an agent, contractor or employee of the County for any purpose under this Agreement, including, without limitation, the development of capital improvements of land or construction of capital improvements to be dedicated to the County. It is the intention of the parties that this Agreement not impose or result in either party incurring or suffering additional liability for injuries to persons or property than would otherwise exist but for the parties' execution of this Agreement.

11. **Indemnity.**

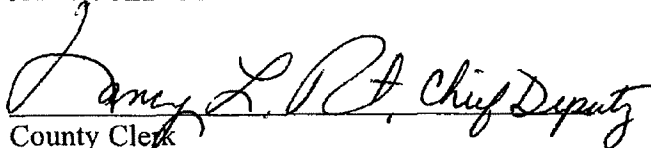
Developer agrees to indemnify, hold harmless, protect and defend the County, its agents, employees, contractors and/or representative, from and against any liability, claim, loss, cost, expense or damage, including reasonable attorneys' fees and court costs, arising out of, or in any way relating to any act or failure to act by Developer, its agents, employees, subcontractors and/or representative in connection with the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year appearing above. The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Agreement and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Agreement on behalf of the party for whom he or she is signing.

WASHOE COUNTY


  
Chairman, Washoe County Commission

ATTESTED TO:

  
County Clerk

OWNER:


**PALOMINO VALLEY ASSOCIATES, LLC**

By:   
Its: Manager

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

On April 25, 2006, personally appeared before me, a Notary Public,  
Lewis Schutte, as Manager of Palomino Valley Associates,  
LLC, who acknowledged to me that he executed the foregoing instrument.

WITNESS my hand and official seal.

  
Notary Public  
My Commission Expires: 5-15-06



**WASHOE COUNTY  
CERTIFICATION OF PUBLIC RECORDS FORM  
(Pursuant to Nevada Revised Statute 239.030)**



This form should be completed upon request of any person seeking copies of a public record and provided at no charge unless a fee is otherwise provided for in state law.

I hereby certify that the public record(s) listed below provided to

Washoe County Recorder are a full, true, correct copy of the record on file  
in the office of Community Development, on this  
September 27<sup>th</sup> day of 2010.

**Records provided:**

1. Initial Development Agreement For Warm Springs Ranch
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

County of Washoe  
State of Nevada

Signed: Alan Crossin

Karin Kremers

Title: OFFICE ASSISTANT I

Date: 9-27-2010



**KARIN KREMERS**  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 93-1820-2 - Expires July 30, 2013



## WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
KATHRYN L. BURKE, RECORDER

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

Karin Kremers  
Signature

9-28-10  
Date

Karin Kremers  
Printed Name