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Publishers of

Reno Gazette-Journal

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Customer Acct# **349008**
PO# **ORD 1304**
Ad# **1000265368**
Legal Ad Cost **\$99.26**

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. 1304 NOTICE IS HEREBY GIVEN THAT: Bill No. 1484, Ordinance No. 1304 entitled: AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE INITIAL DEVELOPMENT AGREEMENT CASE NO. DA06-002 FOR TENTATIVE PARCEL MAPS APPROVED BY THE PARCEL MAP REVIEW COMMITTEE OF WASHOE COUNTY. 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. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 265368 June 16, 23, 2006

✓
1304

SUMMARY: An ordinance approving Development Agreement Case No. DA06-002 which will extend the approval of numerous Tentative Parcel Maps approved by the Parcel Map Review Committee during the past five years in the Warm Springs planning area until April 12, 2007.

BILL NO. 1484

ORDINANCE NO. 1304

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE INITIAL DEVELOPMENT AGREEMENT CASE NO. DA06-002 FOR TENTATIVE PARCEL MAPS APPROVED BY THE PARCEL MAP REVIEW COMMITTEE OF WASHOE COUNTY.

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

SECTION 1. The initial Development Agreement for tentative Parcel Maps the Warm Springs planning area is attached and is an acceptable document with which to extend the expiration date of said maps.

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 Harvey
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: _____

Mail Tax Statement to:

Name: _____

Address: _____

City/State/Zip: _____



(for Recorder's use only)

Ordinance No. 1304
(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)

1304

SUMMARY: An ordinance approving Development Agreement Case No. DA06-002 which will extend the approval of numerous Tentative Parcel Maps approved by the Parcel Map Review Committee during the past five years in the Warm Springs planning area until April 12, 2007.

BILL NO. 1484

ORDINANCE NO. 1304

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Vote:

Ayes: GALLOWAY, HUNKE, SFARRAZZA & 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.

INITIAL DEVELOPMENT AGREEMENT

This Initial Development Agreement is entered into this 23rd day of May, 2006, by and between Washoe County, Nevada, hereinafter referred to as "County," and certain property owners in the Warm Springs area of Washoe County, Nevada, as identified in their executed signature blocks and property descriptions at the end hereof, hereinafter collectively referred to as "the Property Owners," 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, the Property Owners own certain parcels of land contained within the Warm Springs Valley area of Washoe County, Nevada, as identified within their respective executed signature blocks at the end hereof; and

WHEREAS, the Property Owners' parcels are 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, the Property Owners intend to subdivide and develop their respective parcels all in accordance with the Plan and tentative parcel maps tentatively approved by the County, as identified in their respective signature blocks at the end hereof; and

WHEREAS, the Property Owners have each been in the process of attempting to comply with the Plan and certain conditions of approval issued by the County in connection with the County's approval of the referenced tentative parcel maps, including conditions related to 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 the referenced tentative parcel maps, will pay certain fees through an association or directly to the County and otherwise contribute their fair share of the cost of providing such public facilities; and

WHEREAS, the County and Property Owners agree that, due to the complexity of the Plan and the fact that the referenced tentative parcel maps have expired or may be set to expire prior to the County and the Property Owners completing a workout of the aforementioned complexities, additional time is needed to complete this workout and enter into appropriate

development agreements as required by the Plan and the referenced tentative parcel maps.

NOW, THEREFORE, it is agreed as follows:

1. Final Parcel Map Timing.

a Generally: As set forth in the foregoing recitals, the County has previously approved the referenced parcel maps. Pursuant to Washoe County Development Code, the Property Owners are, in order to prevent the expiration of their respective tentative parcel maps, to present a final parcel map each by certain dates. The Development Code and Nevada law further provide that the expiration timelines may be extended pursuant to a development agreement entered into by the County and the property owner in accordance with NRS 278.0201.

b Agreement to Extend Final Parcel Map Timeline: The County and each Property Owner signing below hereby agree that this Agreement is a development agreement entered into pursuant to NRS 278.0201, and that, pursuant to NRS 278.0201, the time for recording all first final parcel maps by all Property Owners is extended to the close of business on April 12, 2007, and the Property Owners' respective tentative parcel maps shall hereafter continue in full force and effect and be processed under such extended time pursuant to the conditions of approval, any additional development agreement, and the applicable law.

2. Compliance with Laws.

For purposes of complying with NRS 278.0201 and Section 110.814.20 of the Washoe County Development Code, the County and the Property Owners hereby agree that (i) the duration of this Agreement shall be as set forth in Section 1(b) above, and (ii) the Property Owners and the County shall hereafter negotiate in good faith on preparation of comprehensive development agreements applicable to each Property Owners' parcel maps, which development agreements will more particularly address the following issues: (1) the permitted uses, (2) the density and/or intensity of uses, (3) the maximum height and size of the proposed buildings 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 possible 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 against either of the parties 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 courts) in any such action or

proceeding and waives any objection to venue laid therein.

5. Agreement Binding on Successors Interest.

The provisions of this Agreement are covenants which shall run with the referenced parcels of land, and the benefits and burdens shall bind and inure to all successors or assigns in interest of the parties in signature to this Agreement.

6. 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.

7. Recordation.

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

8. Third Party Beneficiaries.

This Agreement is intended for the sole protection and benefit of the respective Property Owners 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.

9. Relationship of Parties.

It is understood that the contractual relationship between the Property Owners and the County is such that the Property Owners are not an agent, contractor or employee of the County nor of each other for any purpose under this Agreement. 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.

10. Indemnity.

The Property Owners agree individually 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 the individual Property Owners, their agents, employees, subcontractors and/or representative, in connection with the performance of their respective 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

ATTESTED TO:

By: Robert M. Larkin
Its: Chairman

Janet R. Stewart
County Clerk


APN: 077-100-20 and APN: 077-100-15
PM04-050 (exp. 01/21/07) PM04-053 (exp. 01/21/07)
PM04-051 (exp. 01/21/07) PM04-054 (exp. 01/21/07)
PM04-052 (exp. 01/21/07) PM04-055 (exp. 01/21/07)

OWNER
HONALO KAI, LLC

By: Jan K. Stewart
Its: MANAGER

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On April 12th, 2006, personally appeared before me, a Notary Public, TOM K. STEWART, MANAGER for Honalo Kai, LLC, known to me to be the person described in and who acknowledged to me that he/she executed the foregoing instrument.

WITNESS my hand and official seal.



Patricia Hanneman
Notary Public
My Commission Expires: 04/10/06

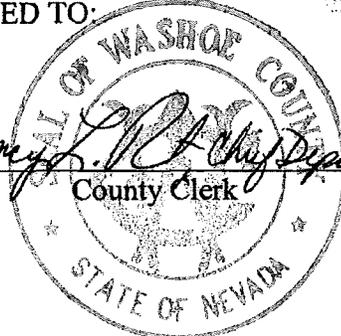
190(27)

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

ATTESTED TO:

By: Robert M Larkin
Its: Chairman

James L. P. Chief Deputy
County Clerk


APN: 077-340-67
PM02-002 (exp. 04/05/04)
OWNER:

Brent N. Douglas
BRENT N. DOUGLAS

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On April 11, 2006, personally appeared before me, a Notary Public, Brent N. Douglas, who acknowledged to me that he executed the foregoing instrument.

WITNESS my hand and official seal.


KARIN KREMERS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-1820-2 - Expires July 30, 2009

Karin Kremers
Notary Public
My Commission Expires: 7-30-09

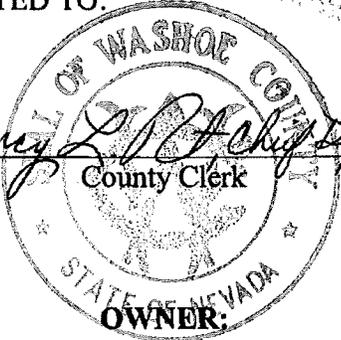

KARIN KREMERS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-1820-2 - Expires July 30, 2009

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

ATTESTED TO:

By: Robert M. Larkin
Its: Chairman

Janez L. Bennett
County Clerk

OWNER:

APN: 077-340-38
PM05-001 (exp. 02/18/07)

OWNER:

Howard D. Bennett, Jr.
HOWARD D. BENNETT, JR.

Debra L. Bennett
DEBRA L. BENNETT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On April 11, 2006, personally appeared before me, a Notary Public, Howard D. Bennett, Jr., and Debra L. Bennett, who acknowledged to me that they executed the foregoing instrument.

WITNESS my hand and official seal.


KARIN KREMERS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-1820-2 - Expires July 30, 2009

Karin Kremers
Notary Public
My Commission Expires: 7-30-09

1/20/09

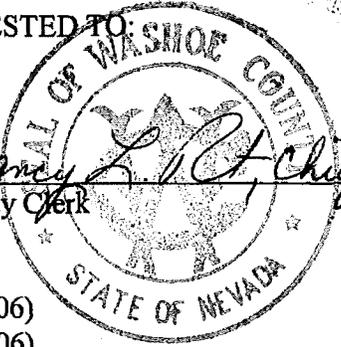
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year appearing above. The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge 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

ATTESTED TO:

By: Robert M. Larkin
Its: Chairman

Lancy L. P. [Signature]
County Clerk



APN: 077-140-03
PM04-026 (exp. 10/15/06)
PM04-027 (exp. 10/15/06)
PM04-028 (exp. 10/15/06)

OWNER:

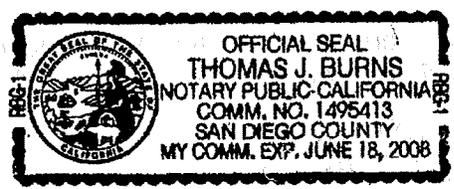
**THE GANNETT FAMILY TRUST, under date of
April 7, 1990 as Amended and Restated December 28, 2000**

[Signature]
HENRY J. GANNETT
Co-Trustee

[Signature]
JEAN CREWS GANNETT
Co-Trustee

STATE OF California
COUNTY OF San Diego) ss.

On April 28, 2006, personally appeared before me, a Notary Public, Henry J. Gannett and Jean Crews Gannett, Co-Trustees of The Gannett Family Trust, under date of April 7, 1990 as Amended and Restated December 28, 2000, who acknowledged to me that they executed the foregoing instrument.



WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires: 6/18/08

19D(2)

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

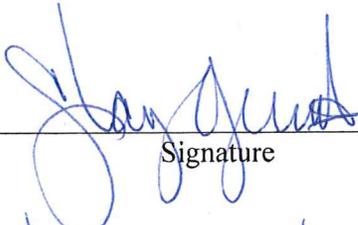
OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

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

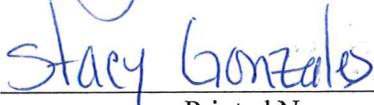
LEGIBILITY NOTICE

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



Printed Name

9-20-10

Date