

SUMMARY: An ordinance approving Development Agreement Case No. DA07-002 which will extend the approval of Tentative Subdivision Map Case No. TM05-016 for Harris Ranch, as previously approved by the Planning Commission until December 7, 2009.

BILL NO. 1515

ORDINANCE NO. 1335

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA07-002 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM05-016 FOR HARRIS RANCH AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION.

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

SECTION 1.

The Development Agreement for Tentative Subdivision Map Case No. TM05-016 for Harris Ranch is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 12th day of June, 2007.

Proposed by Commissioner HUMKE.

Passed on the 26th day of June, 2007.

Vote:
Ayes: LARKIN, WEBER, HUMKE, GALLOWAY, SFERRAZZA

Nays: 0

Absent: 0

Robert M Larkin
Robert M. Larkin, Chairman
Washoe County Commission



ATTEST
Amy Harvey
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 6th day of July, 2007.

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Publishers of

Reno Gazette-Journal

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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: **06/29/2007 - 07/06/2007**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed: *[Signature]*

JUL 06 2007

Tana Ciccotti
TANA CICCOTTI
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-75259-2 - Expires May 16, 2010

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1335 NOTICE IS HEREBY GIVEN THAT: Bill No. 1515 Ordinance No. 1335 entitled: AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA07-002 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM05-0167 FOR HARRIS RANCH AS PREVIOUS-LY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION. PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled Ordinance are available for public inspection and distribution at the office of the County Clerk of Washoe County, at her office in the County Courthouse in Reno, Nevada, 75 Court Street, Reno, Washoe County, Nevada; and that such Ordinance was proposed on June 12, 2007, and passed and adopted at a regular meeting of the Washoe County Board of County Commissioners on June 26, 2007, by the following vote of the Board of County Commissioners: Those Voting Aye: Jim Galloway Bonnie Weber Pete Sferrazza Robert M. Larkin David Humke Those Voting Nay: None Those Absent: None This ordinance shall be in full force and effect from and after July 6, 2007, i.e., the date of the second publication of such ordinance by its title only. IN WITNESS WHEREOF, The Board of County Commissioners of Washoe

County, Nevada, has caused this ordinance to be published by title only. 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 web-site, www.washoecounty.us/clerks. Dated this 27th day of June 2007. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 445672 June 29, July 6, 2007

DOC # 3924761

09/22/2010 08:19:20 AM

Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 9



(for Recorder's use only)

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: _____

Ordinance No. 1335
(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)

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Nays: 0

Absent: 0



Amy Harvey
Amy Harvey, County Clerk

Robert M Larkin
Robert M. Larkin, Chairman
Washoe County Commission

This ordinance shall be in force and effect from and after the 6th day of July, 2007.

APN# NA

Recording Requested by: Community Development
Name: Washoe County PLANNING
Address: 100 E. NIBB ST.
City/State/Zip: RENO, NV, 89500 ATTN: SANDY M.

DOC # 3566290

08/16/2007 04:28:09 PM
Requested By
WASHOE COUNTY PLANNING
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 7



(for Recorder's use only)

When Recorded Mail to:
Name: Same as Above
Address: _____
City/State/Zip: _____

Mail Tax Statement to:
Name: _____
Address: _____
City/State/Zip: _____

AGREEMENT
(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 _____ Title _____

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)

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, ("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 located in Washoe County, Nevada known as Assessor's Parcel Numbers 076-360-02, 076-360-03 and 076-290-44 consisting of 554.83 acres in Spanish Springs Valley (the "Property") as more particularly described in Exhibit "A", attached hereto, which is subject to County's Spanish Springs Area Plan ("SSAP").

1.2. Tentative Map. The Property has a County land use designation of Low Density Suburban ("LDS"), which allows a density of one single family dwelling per acre. On December 7, 2005 County issued its Action Order approving a tentative map application of Landowner known as Tentative Subdivision Map Case File No. TM05-016 (Harris Ranch Subdivision) (the "Tentative Map"). The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, Landowner must cause its first final map (the "Final Map") to be recorded prior to the expiration of two (2) years after approval of the Tentative Map, which is December 7, 2007.

1.4 SSAP Update. Under the provisions of the SSAP, the County is required to consider periodic updates. County anticipates initiating an update process (the "Update") in 2007. The Update may result in changes in land uses or other development policies on certain properties within the SSAP, which may affect the Property. Landowner would prefer to allow the Update to the SSAP to occur prior to recording the Final map, in order to avoid committing all or part of the Property to LDS development under the Tentative Map until any changes in land use 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 LDS 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.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance With NRS 278.0201 and Code. This Agreement is an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following elements are described:

07-682

A. the land which is subject to this Agreement is the Property;

B. the duration of this Agreement commences upon execution hereof by the last party and expires on December 7, 2008, unless extended pursuant to the provisions of Subsection 2.4 below; and

C. the permitted uses on the Property, the density or intensity of its use, the maximum height and size of proposed buildings, and the provisions for the dedication of any portion of the Property for public use, are as provided in the Tentative Map and the Code.

2.2 Public Improvements. Terms and conditions relating to construction and financing of necessary improvements and facilities, including participation in special assessment district proceedings, if necessary, are contained in the Tentative Map.

2.3 Extension Of Time To Record Final Map. The parties hereby agree that the maximum limit of the time for Landowner record the Final Map shall be extended for one (1) year, from December 7, 2007 to December 7, 2008.

2.4 Further Extension. In the event that the Update is not finally approved by the County and the Washoe County Regional Planning Agency on or before April 1, 2008, then the duration of this Agreement as stated in Subsection 2.1.B, and the extension to record the Final Map, as stated in Subsection 2.3 shall be further extended to the earlier to occur of: December 7, 2009; or one (1) year after said final approval of the Update.

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

3. MISCELLANEOUS PROVISIONS.

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

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 Agreement 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 Agreement 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. For the purpose of this Agreement, the terms "attorneys' fees" or "costs and expenses" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, Photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" and "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel".

3.5 Entire Agreement. This Agreement 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 Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement 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 Agreement 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 Agreement.

3.10 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement 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 Agreement, the interpretation of this Agreement 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.

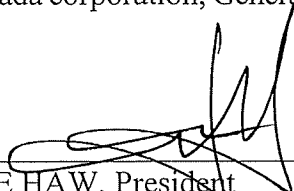
07-052

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

LANDOWNER:

**SPANISH SPRINGS ASSOCIATES
LIMITED PARTNERSHIP, a Nevada
limited partnership**

By: Hawco Development Company,
a Nevada corporation, General Partner

By: 

JESSE HAW, President

Date: 5.18.07

COUNTY:

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

By: 

ROBERT LARKIN, Chairman

Date: 6/12/07

ATTEST:



AMY HARVEY, County Clerk




EXHIBIT "A"

DESCRIPTION
BENEFITED PARCEL

All that real property situate in the County of Washoe, State of Nevada, described as follows:

PARCEL 1:

All of the Southwest ¼ and the South ½ of the Southeast ¼ of Section 13,
Township 21 North, Range 20 East, M.D.B&M.

PARCEL 2:

All of the Northwest ¼ and the North ½ of the Southeast ¼ of Section 13,
Township 21 North, Range 20 East, M.D.B&M.

PARCEL 3:

Lots 2 and 3 in Section 13, Township 21 North, Range 20 East, M.D.B&M.

70070

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

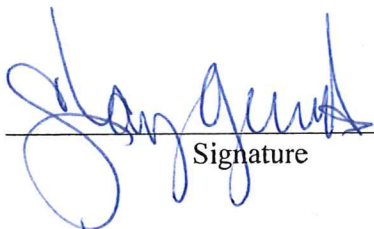
OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

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