

RENO NEWSPAPERS INC

Publishers of

Reno Gazette-Journal

955 Kuenzli St • P.O. Box 22,000 • Reno, NV 89520 • 775.788.6200

Legal Advertising Office 775.788.6394

WASHOE CO
PO BOX 11130
RENO NV 89520-0027

Customer Acct# **349008**
PO# **1359**
Ad# **1000536020**
Legal Ad Cost **\$180.02**

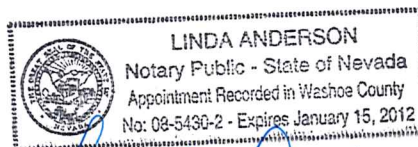
STATE OF NEVADA
COUNTY OF WASHOE

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: **03/06/2008 - 03/14/2008**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed: *Kenneth Howard*

MAR 14 2008



Linda Anderson

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1359 NOTICE IS HEREBY GIVEN THAT: Bill No. 1538, Ordinance No.1359 entitled: AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA08-001 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM06-002 FOR AUTUMN WOOD AS PREVIOUSLY 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 can be found on the County Clerk's website, www.washoecounty.us/clerks. Such Ordinance was proposed on February 12, 2008 and passed and adopted at a regular meeting of the Washoe County Board of County Commissioners on February 26, 2008, by the following vote of the Board of County Commissioners: Those voting Aye: Jim Galloway, Bonnie Weber, Robert M. Larkin, David Humke, Kitty Jung Those Voting Nay: None Those Absent: None This ordinance shall be in full force and effect from and after March 14, 2008, i.e., the date of the second publication of such ordinance by its title

1359

only. IN WITNESS WHEREOF, The Board of County Commissioners of Washoe County, Nevada, has caused this ordinance to be published by title only. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 536020 - Mar. 6, 14, 2008

SUMMARY: An ordinance approving Development Agreement Case No. DA08-001 which will extend the approval of Tentative Subdivision Map Case No. TM06-002 for Autumn Wood, as previously approved by the Planning Commission until March 7, 2010.

BILL NO. 1538

ORDINANCE NO. 1359

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA08-001 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM06-002 FOR AUTUMN WOOD 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. TM06-002 for Autumn Wood is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 12th day of February, 2008.
Proposed by Commissioner Hunke
Passed on the 26th day of February, 2008.

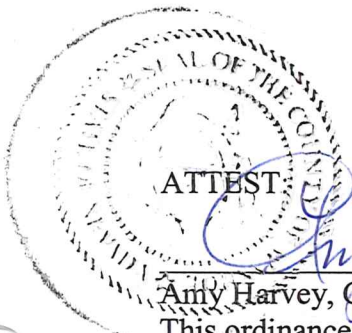
Vote:

Ayes: Larkin, Hunke, Galloway, Jung, Weber.

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 14th day of March, 2008.

APN# _____

Recording Requested by:

Name: Washoe County Clerk

Address: _____

City/State/Zip: _____

When Recorded Mail to:

Name: Washoe County Clerk's Office

Address: _____

City/State/Zip: _____

Mail Tax Statement to:

Name: _____

Address: _____

City/State/Zip: _____

DOC # 3923932

09/20/2010 11:19:40 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)

Ordinance No. 1359
(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)

Jaime Dellera
Signature

Deputy Clerk
Title

JAIME DELLERA
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)

Ord-1359

SUMMARY: An ordinance approving Development Agreement Case No. DA08-001 which will extend the approval of Tentative Subdivision Map Case No. TM06-002 for Autumn Wood, as previously approved by the Planning Commission until March 7, 2010.

BILL NO. 1538

ORDINANCE NO. 1359

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA08-001 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM06-002 FOR AUTUMN WOOD 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. TM06-002 for Autumn Wood is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 12th day of February, 2008.

Proposed by Commissioner Humke

Passed on the 26th day of February, 2008.

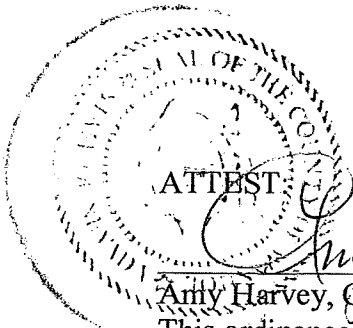
Vote:

Ayes: Larkin, Humke, Galloway, Jung, Weber.

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 14th day of March, 2008.

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between ALPHA HOMES, 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 located in Washoe County, Nevada known as Assessor's Parcel Number 044-320-48 consisting of 4.75 acres located on the northwest corner of Zolezzi and Jeppson Lanes in the City of Reno (the "Property") as more particularly described in Exhibit "A" attached hereto, which is subject to the South Virginia Corridor Specific Plan (SVCSP) within the Southwest Truckee Meadows Area Plan.

1.2 Tentative Map. The Property has a County land use designation of Low Density Urban ("LDU"), which allows a density of 10 dwelling units per acre for single family homes. On March 7, 2006, County issued an Action Order conditionally approving a tentative map application submitted by ERD Development, LLC/STFC Properties, LLC., known as Tentative Subdivision Map Case File No. TM06-002 (Autumn Wood) (the "Tentative Map"). Landowner purchased the property and the accompanying tentative map from ERD Development, LLC., on April 28, 2006. 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 the expiration of two (2) years after approval of the Tentative Map, which is March 7, 2008.

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:

- 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 March 7, 2010; 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 Code.

000262

15

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 to record the Final Map shall be extended for two (2) years, from March 7, 2008, to March 7, 2010.

2.4 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 or 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 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 attorney's fees and 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, photocopying, 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 fall 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 the 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.

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

LANDOWNER:

ALPHA HOMES, LLC., a Nevada
limited liability company

By: Dwight C. Millard

DWIGHT C. MILLARD,
Managing Member

Date: January 8, 2008

COUNTY:

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

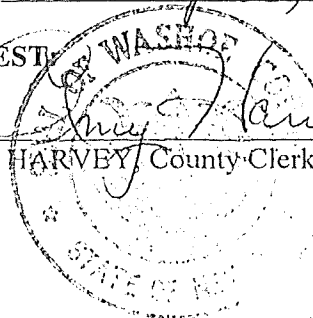
By: Robert M. Larkin

ROBERT LARKIN, Chairman

Date: February 26, 2008

ATTEST

Amy Harvey
AMY HARVEY, County Clerk



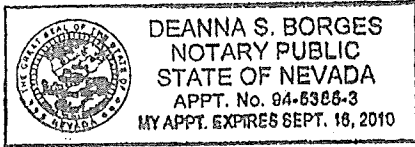
000264

15

ACKNOWLEDGMENT

STATE OF NEVADA)
 : SS.
COUNTY OF Carson)

This instrument was acknowledged before me on the 8 day of January, 2008, by
DWIGHT C. MILLARD, a managing member of ALPHA HOMES, LLC., a Nevada limited liability
company.



Deanna S. Borges
NOTARY PUBLIC (SEAL)

EXHIBIT "A"
Legal Description
Autumn Wood

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

All that certain real property situate within the Southwest quarter (SW 1/4) of Section Seventeen (17), Township Eighteen North (T. 18 N.), Range Twenty East (R. 20 E.), M.D.M., being more particularly described as follows:

Commencing at the Northwest corner of Parcel A of Parcel Map #1610, recorded on March 14, 1984 as File No. 912575 in the Official Records of Washoe County, Nevada;

Thence along the West lines of Parcels A and B of said Parcel Map #1610 and the West right-of-way line of Jeppson Lane, a private road, South 00°34'07" East, 870.29 feet (P/M #1610 - S 00°34'50" E) to the POINT OF BEGINNING.

Thence from the Point of Beginning, South 74°23'32" West, 355.45 feet;

Thence South 89°56'09" West, 320.72 feet;

Thence South 21°38'01" East, 335.92 feet to the North right-of-way line of Zolezzi Lane;

Thence along said North right-of-way line, the following two courses:

South 87°24'14" East 42.26 feet;

South 89°44'04" East, 501.10 feet to the West right-of-way line of said Jeppson Lane;

Thence along said West right-of-way line, North 00°34'07" West, 412.51 feet to the Point of Beginning.

Basis of Bearings: The rear lines of those parcels abutting South Virginia Street as shown on Record of Survey Map #2288, recorded April 19, 1991, Official Records, Washoe County, Nevada, taken as North 26°40' West.

Reference is hereby made to that certain Record of Survey Map No. 3182 for a Boundary Line Adjustment recorded in the office of the Washoe County Recorder, State of Nevada on February 5, 1997 as Document No. 2070429, Official Records.

NOTE: Legal description previously contained in Document No. 2539124 recorded on March 30, 2001.

000266

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

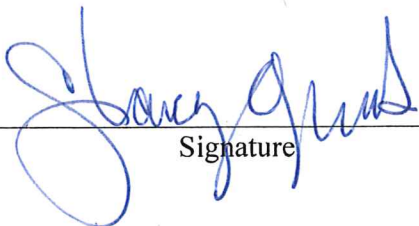
OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

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