

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC09-002 which will extend Development Agreement Case Number DA07-002 which will extend the approval of Tentative Subdivision Map Case Number TM05-016 for Harris Ranch, as previously approved by the Planning Commission until December 7, 2011, with one possible extension of time until December 7, 2013 at the sole discretion of the Director of Community Development.

BILL NO. 1604

ORDINANCE NO. 1424

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-002 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA07-002 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-016 FOR HARRIS RANCH AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL DECEMBER 7, 2011 WITH A POSSIBLE SECOND EXTENSION UNTIL DECEMBER 7, 2013.

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

SECTION 1.

The Amended 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 27<sup>th</sup> day of October, 2009.

Proposed by Commissioner LARKIN.

Passed on the 10<sup>th</sup> day of November, 2009.

Vote:

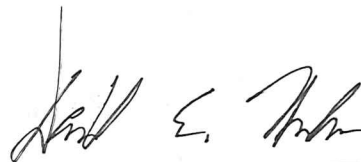
Ayes: Humke, Larkin, Weber, Jung, Buternitz

Nays:

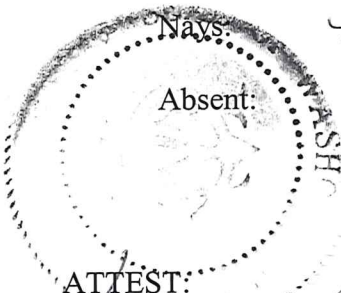
none

Absent:

none



David E. Humke, Chairman  
Washoe County Commission



ATTEST:

Amy L. Harvey, Chief Deputy  
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 20<sup>th</sup> day of November, 2009

## AMENDED AND RESTATED AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (the "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 in Washoe County, Nevada (the "Property"), as more particularly described in Exhibit A, attached hereto, which is subject to County's Spanish Springs Area Plan.

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

1.3 Previous Final Maps. Landowner has not recorded a final map for any portion of the Tentative Map.

1.4 Prior Development Agreement. On June 12, 2007 the parties entered into a certain Agreement recorded on August 16, 2007 as Document No. 3566290 in the office of the Recorder of Washoe County, Nevada, which is an agreement concerning the development of land (the "Prior Agreement") authorized by NRS 278.0201 and Article 814 of the Code. The Prior Agreement among other things provides for an extension of time for Landowner to record the first final map (the "Final Map") to December 7, 2009. The Prior Agreement is amended, restated and superseded in its entirety by this Agreement, and this Agreement constitutes an amendment to a development agreement authorized by NRS 278.0205 and Section 110.814.40 of the Code. By approving this Agreement upon recommendation of the Director of Community Development, the Board of County Commissioners has reviewed the Prior Agreement and agreed to amend it hereby as provided in NRS 278.0205 and Section 100.814.35 of the Code. Pursuant to Section 110.814.35 of the Code, County acknowledges notice that the terms and conditions of the Prior Agreement have been complied with, and Landowner has demonstrated its good faith compliance with the terms of the Prior Agreement.

1.5 Circumstances Requiring An Extension of Time. Additional time is requested to work through several issues related to the Project, which benefits both the Landowner and County. In the Spanish Springs areas under the current area plan, all of the existing water storage capacity has been allocated. Landowner will need to construct an additional water tank on the Property along with the associated infrastructure to service the proposed lots and future developments of other landowners in vicinity of the Property, which after construction will be

07-1-2005

dedicated to Washoe County. Major drainage channels and a flood detention basin must also be constructed on the Property to control storm runoff for the Project and from higher elevations east of the Project which run through the Project, in order to protect dwellings in the Project as well as future developments planned on adjacent land downhill from the Project, which were master planned for LDS subdivisions in 2008. Moreover, the extension of streets and utilities in Project must be redesigned and capacities reconsidered in order to plan for and accommodate needed capacity in said adjacent newly master planned LDS subdivisions. The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design, and establish phasing and financing for, the infrastructure and construction of the Project and adjacent LDS subdivisions.

## 2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0205 and Code. Pursuant to NRS 278.0205, this Agreement is an amendment to an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. The 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 covenants, terms and conditions are set forth.

2.1.1. The land which is subject to this Agreement is APN Nos. 076-360-02, 076-360-03 and 076-290-44, more particularly described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be from the date of signing by the Board of County Commissioners to December 7, 2011, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. The duration of the Agreement may be further extended from December 7, 2011 to December 7, 2013 at the discretion of the Director of Community Development upon timely written request by Landowner.

2.1.3. [Intentionally Omitted].

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 262 unit common open space development, having lot sizes from 35,046 square feet to 10.58 acres, and a density of less than one dwelling unit per acre, which complies with the Property's land use designations.

2.1.5. The maximum height and size of the proposed buildings will comply with the Low Density Suburban maximum height limit.

07-11-05

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. As part of this common open space development there is a public trail planned along the southern boundary of the Project that will provide access from Pyramid Highway, to and through the common areas, to adjoining open space. The common area will be owned and maintained by a homeowners' association. The developer has been working with the County and others as needed to provide and preserve adequate access to adjoining public open space.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment district proceedings if necessary, are in accordance with and as provided for in the Tentative Map and the Code, and will also be in accordance with any subdivision improvement agreements for future final maps.

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.

2.1.9 The next final map, to be a minimum of five lots, shall be recorded on or before the date of expiration of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360.

2.1.10 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated December 7, 2005 attached hereto as Exhibit "B", and future final maps.

2.2 Code and Changes to the Law. 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.

2.3 Public Notice. Any and all public notices required to be given in connection with this amendment to the Prior Agreement shall be given in accordance with NRS 278.0205 and Section 110.814.40 of the Code.

2.4 Assumption of Risk. The Landowner acknowledges and agrees that the Landowner is proceeding voluntarily and at its own risk in entering into this Agreement and without advice, promises or guarantees of any kind from the County, other than as expressly set forth herein. The Landowner waives any claims for damages against the county that might arise out of, or relate to, a subsequent court determination that this Agreement or any provision in it is invalid and/or unenforceable, including any claim based on NRS 278.0233(1) regarding the requirements, limitations, or conditions imposed pursuant to this Agreement.

04-12-05

2.5 Default and Termination of Agreement. This Agreement shall become null and void, in the event of noncompliance with any term or deadline set forth in this Agreement if the breaching party fails to fully cure such noncompliance after reasonable written notice and opportunity to cure, and all proceedings concerning the Tentative Map shall be terminated , provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

2.6 [Intentionally Omitted]

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 Assignability of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit A (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

3.4 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.

3.5 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.

3.6 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.

3.7 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the Tentative Map and this Agreement. Amendments, if any, shall be approved as provided in NRS 278.0205 and Section 110.814.40 of the Code. Changes hereto which are in substantial compliance with the overall Tentative Map

09-1203

and this Agreement may be requested by Owners and approved or denied by the Director of Community Development. The Director of Community Development shall also decide whether or not a proposed change is in substantial compliance with the overall Tentative Map. The Owners may appeal an adverse decision by the Director of Community Development to the Board of County Commissioners by written notice filed with the Director of Community Development, if filed within twenty (20) days of receipt of the notice of the adverse decision unless an appeal to the Board of Adjustment is required to occur first. 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.

3.8 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.

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

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.

3.11. 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.

[Signatures appear on following page]

09-1205

[Signature page to Development Agreement]

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, its General Partner

By: Robert M. Sadler  
ROBERT M. SADER, Secretary

Date: OCTOBER 6, 2009

**COUNTY:**

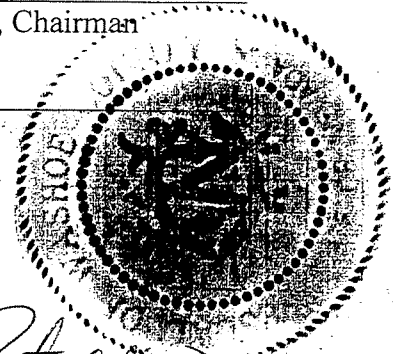
**COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOARD OF WASHOE COUNTY COMMISSIONERS**

By: David Humke  
DAVID HUMKE, Chairman

Date: 11/10/09

**ATTEST:**

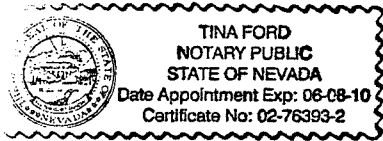
Jane L. Harvey, Chief Deputy  
JANE HARVEY, County Clerk



09-1203

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on OCTOBER 6, 2009 by ROBERT M. SADER, Secretary of Hawco Development Company, a Nevada corporation, as General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.

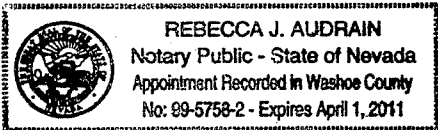


NOTARY PUBLIC: Tina Ford

My Commission Expires: June 8, 2010

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on November 10, 2009 by DAVID HUMKE, as Chairman of the Board of County Commissioners of the County of Washoe, State of Nevada.



NOTARY PUBLIC: Rebecca J. Audrain

My Commission Expires: April 1, 2011

04-1203



Exhibit "A"

LEGAL DESCRIPTION OF PROJECT PROPERTY

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

PARCEL 1:

All of the Southwest  $\frac{1}{4}$  and the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 13, Township 21 North, Range 20 East, M.D.B.&M.

PARCEL 2:

All of the Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  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.

09-1203

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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 of general circulation 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: **11/14/2009 - 11/20/2009**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed: *Tara Crotte*

**NOV 20 2009**



*Linda Anderson*

**Proof of Publication**

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1424 BILL NO. 1604 An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC09-002 to extend Development Agreement Case No. DA07-002 for Tentative Subdivision Map Case Number TM05-016 for Harris Ranch as previously approved by the Washoe County Planning Commission, the purpose of the agreement being to extend map approval until December 7, 2011 with a possible second extension until December 7, 2013. (Bill No. 1604). PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office at the County Courthouse, Virginia and Court Streets, Reno, Nevada; and that said ordinance was proposed by Commissioner Larkin on October 27, 2009, and following a public hearing, was passed and adopted without amendment at a regular meeting held not more than thirty-five (35) days after the close of the hearing, i.e., at the regular meeting on November 10, 2009, by the following vote of the Board of County Commissioners: Those Voting Aye: David Humke, Bonnie Weber, Bob Larkin, John Breternitz, Kitty Jung Those Voting Nay: None Those Absent: None This Ordinance shall be in full force and effect from and after November 20,

NOV 24 2009

✓  
1424

2009, 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. DATED: November 12, 2009. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 670948 - Nov. 14, 20, 2009

**NOTICE OF ADOPTION  
WASHOE COUNTY ORDINANCE NO. 1424  
BILL NO. 1604**

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC09-002 to extend Development Agreement Case No. DA07-002 for Tentative Subdivision Map Case Number TM05-016 for Harris Ranch as previously approved by the Washoe County Planning Commission, the purpose of the agreement being to extend map approval until December 7, 2011 with a possible second extension until December 7, 2013. (Bill No. 1604).

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Those Voting Aye: David Humke, Bonnie Weber,  
Bob Larkin, John Breternitz, Kitty Jung

Those Voting Nay: None

Those Absent: None

This Ordinance shall be in full force and effect from and after November 20, 2009, 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.

DATED: November 12, 2009.

AMY HARVEY, Washoe County Clerk and  
Clerk of the Board of County Commissioners

No. 670948 - Nov. 14, 20, 2009



1424

( 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: \_\_\_\_\_

Amended and Restated Agreement  
Harris Ranch Washoe County DA07-002  
( 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  
Stacy Gonzales  
Printed Name

Deputy Clerk  
Title

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)

1424

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2.1.3. [Intentionally Omitted].

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2.6 [Intentionally Omitted]

### 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 Assignability of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit A (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

3.4 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.

3.5 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.

3.6 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.

3.7 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the Tentative Map and this Agreement. Amendments, if any, shall be approved as provided in NRS 278.0205 and Section 110.814.40 of the Code. Changes hereto which are in substantial compliance with the overall Tentative Map

01-11-00



and this Agreement may be requested by Owners and approved or denied by the Director of Community Development. The Director of Community Development shall also decide whether or not a proposed change is in substantial compliance with the overall Tentative Map. The Owners may appeal an adverse decision by the Director of Community Development to the Board of County Commissioners by written notice filed with the Director of Community Development, if filed within twenty (20) days of receipt of the notice of the adverse decision unless an appeal to the Board of Adjustment is required to occur first. 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.

3.8 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.

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

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.

3.11. 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.

[Signatures appear on following page]

[Signature page to Development Agreement]

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, its General  
Partner

By: Robert M. Sadler  
ROBERT M. SADLER, Secretary

Date: OCTOBER 6, 2009

**COUNTY:**

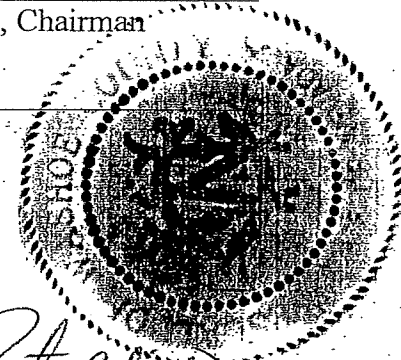
**COUNTY OF WASHOE, a political  
subdivision of the State of Nevada, by its  
BOARD OF WASHOE COUNTY  
COMMISSIONERS**

By: David Humke  
DAVID HUMKE, Chairman

Date: 11/10/09

**ATTEST:**

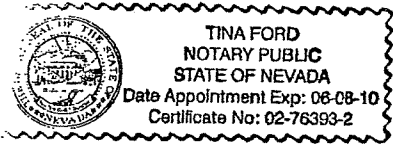
Jamie L. Harvey, Chief Deputy  
JAMIE HARVEY, County Clerk



10/10/09

STATE OF NEVADA            )  
  )ss.  
COUNTY OF WASHOE        )

This instrument was acknowledged before me on OCTOBER 6, 2009 by ROBERT M. SADER, Secretary of Hawco Development Company, a Nevada corporation, as General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.

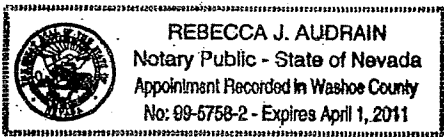


NOTARY PUBLIC: Tina Ford

My Commission Expires: June 8, 2010

STATE OF NEVADA            )  
  )ss.  
COUNTY OF WASHOE        )

This instrument was acknowledged before me on November 10, 2009 by DAVID HUMKE, as Chairman of the Board of County Commissioners of the County of Washoe, State of Nevada.



NOTARY PUBLIC: Rebecca J. Audrain

My Commission Expires: April 1, 2011

Exhibit "A"

LEGAL DESCRIPTION OF PROJECT PROPERTY

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

PARCEL 1:

All of the Southwest  $\frac{1}{4}$  and the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 13, Township 21 North, Range 20 East, M.D.B.&M.

PARCEL 2:

All of the Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  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.

04-1-2005

**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 day of 2010.

**Records provided:**

1. Amended and Restated Agreement
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

County of Washoe  
state of Nevada

Signed: Dan Crocker

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  
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.

*Karin Kremers*

Signature

9-28-10

Date

Karin Kremers

Printed Name

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

**Recording Requested by:**

Name: Washoe County Clerk  
Address: 75 Court St.  
City/State/Zip: Reno,

**When Recorded Mail to:**

Name: Washoe County Clerks Office  
Address: 75 Court St.  
City/State/Zip: Reno

**Mail Tax Statement to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**DOC # 3922552**

09/15/2010 11:51:22 AM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 11



( for Recorder's use only )

Ordinance No. 1424  
**( 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 Delleria  
Signature

Deputy Clerk  
Title

JAIME DELLERIA  
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. 1424

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC09-002 which will extend Development Agreement Case Number DA07-002 which will extend the approval of Tentative Subdivision Map Case Number TM05-016 for Harris Ranch, as previously approved by the Planning Commission until December 7, 2011, with one possible extension of time until December 7, 2013 at the sole discretion of the Director of Community Development.

BILL NO. 1604

ORDINANCE NO. 1424

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC09-002 TO EXTEND DEVELOPMENT AGREEMENT CASE NO. DA07-002 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-016 FOR HARRIS RANCH AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, THE PURPOSE OF THE AGREEMENT BEING TO EXTEND MAP APPROVAL UNTIL DECEMBER 7, 2011 WITH A POSSIBLE SECOND EXTENSION UNTIL DECEMBER 7, 2013.

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

SECTION 1.

The Amended 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 27<sup>th</sup> day of October, 2009.

Proposed by Commissioner LARKIN

Passed on the 10<sup>th</sup> day of November, 2009.

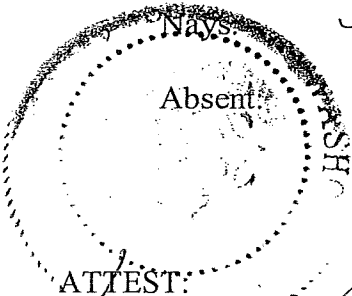
Vote:

Ayes: Humke, Larkin, Weber, Jung, Bretteritz

none

none

David E. Humke, Chairman  
Washoe County Commission



ATTEST:

Amy L. Harvey, Chief Deputy  
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 20<sup>th</sup> day of November, 2009

09-1203



## AMENDED AND RESTATED AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (the "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 in Washoe County, Nevada (the "Property"), as more particularly described in Exhibit A, attached hereto, which is subject to County's Spanish Springs Area Plan.

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

1.3 Previous Final Maps. Landowner has not recorded a final map for any portion of the Tentative Map.

1.4 Prior Development Agreement. On June 12, 2007 the parties entered into a certain Agreement recorded on August 16, 2007 as Document No. 3566290 in the office of the Recorder of Washoe County, Nevada, which is an agreement concerning the development of land (the "Prior Agreement") authorized by NRS 278.0201 and Article 814 of the Code. The Prior Agreement among other things provides for an extension of time for Landowner to record the first final map (the "Final Map") to December 7, 2009. The Prior Agreement is amended, restated and superseded in its entirety by this Agreement, and this Agreement constitutes an amendment to a development agreement authorized by NRS 278.0205 and Section 110.814.40 of the Code. By approving this Agreement upon recommendation of the Director of Community Development, the Board of County Commissioners has reviewed the Prior Agreement and agreed to amend it hereby as provided in NRS 278.0205 and Section 100.814.35 of the Code. Pursuant to Section 110.814.35 of the Code, County acknowledges notice that the terms and conditions of the Prior Agreement have been complied with, and Landowner has demonstrated its good faith compliance with the terms of the Prior Agreement.

1.5 Circumstances Requiring An Extension of Time. Additional time is requested to work through several issues related to the Project, which benefits both the Landowner and County. In the Spanish Springs areas under the current area plan, all of the existing water storage capacity has been allocated. Landowner will need to construct an additional water tank on the Property along with the associated infrastructure to service the proposed lots and future developments of other landowners in vicinity of the Property, which after construction will be

07-1-2005

dedicated to Washoe County. Major drainage channels and a flood detention basin must also be constructed on the Property to control storm runoff for the Project and from higher elevations east of the Project which run through the Project, in order to protect dwellings in the Project as well as future developments planned on adjacent land downhill from the Project, which were master planned for LDS subdivisions in 2008. Moreover, the extension of streets and utilities in Project must be redesigned and capacities reconsidered in order to plan for and accommodate needed capacity in said adjacent newly master planned LDS subdivisions. The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design, and establish phasing and financing for, the infrastructure and construction of the Project and adjacent LDS subdivisions.

## 2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 Compliance with NRS 278.0205 and Code. Pursuant to NRS 278.0205, this Agreement is an amendment to an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. The 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 covenants, terms and conditions are set forth.

2.1.1. The land which is subject to this Agreement is APN Nos. 076-360-02, 076-360-03 and 076-290-44, more particularly described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be from the date of signing by the Board of County Commissioners to December 7, 2011, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement. The duration of the Agreement may be further extended from December 7, 2011 to December 7, 2013 at the discretion of the Director of Community Development upon timely written request by Landowner.

2.1.3. [Intentionally Omitted].

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 262 unit common open space development, having lot sizes from 35,046 square feet to 10.58 acres, and a density of less than one dwelling unit per acre, which complies with the Property's land use designations.

2.1.5. The maximum height and size of the proposed buildings will comply with the Low Density Suburban maximum height limit.

04-1203

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. As part of this common open space development there is a public trail planned along the southern boundary of the Project that will provide access from Pyramid Highway, to and through the common areas, to adjoining open space. The common area will be owned and maintained by a homeowners' association. The developer has been working with the County and others as needed to provide and preserve adequate access to adjoining public open space.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment district proceedings if necessary, are in accordance with and as provided for in the Tentative Map and the Code, and will also be in accordance with any subdivision improvement agreements for future final maps.

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.

2.1.9 The next final map, to be a minimum of five lots, shall be recorded on or before the date of expiration of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360.

2.1.10 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, the Board of County Commission's Action Order dated December 7, 2005 attached hereto as Exhibit "B", and future final maps.

2.2 Code and Changes to the Law. 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.

2.3 Public Notice. Any and all public notices required to be given in connection with this amendment to the Prior Agreement shall be given in accordance with NRS 278.0205 and Section 110.814.40 of the Code.

2.4 Assumption of Risk. The Landowner acknowledges and agrees that the Landowner is proceeding voluntarily and at its own risk in entering into this Agreement and without advice, promises or guarantees of any kind from the County, other than as expressly set forth herein. The Landowner waives any claims for damages against the county that might arise out of, or relate to, a subsequent court determination that this Agreement or any provision in it is invalid and/or unenforceable, including any claim based on NRS 278.0233(1) regarding the requirements, limitations, or conditions imposed pursuant to this Agreement.

04-16-05

2.5 Default and Termination of Agreement. This Agreement shall become null and void, in the event of noncompliance with any term or deadline set forth in this Agreement if the breaching party fails to fully cure such noncompliance after reasonable written notice and opportunity to cure, and all proceedings concerning the Tentative Map shall be terminated, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

2.6 [Intentionally Omitted]

### 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.

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09-1203

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[Signatures appear on following page]

09-1203

[Signature page to Development Agreement]

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, its General Partner

By: Robert M. Sadler  
ROBERT M. SADER, Secretary

Date: OCTOBER 6, 2009

**COUNTY:**

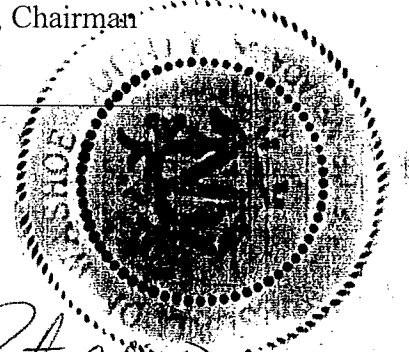
**COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOARD OF WASHOE COUNTY COMMISSIONERS**

By: David Humke  
DAVID HUMKE, Chairman

Date: 11/10/09

**ATTEST:**

Amy L. Harvey, Chief Deputy  
AMY HARVEY, County Clerk



09-1203

STATE OF NEVADA            )  
  )ss.  
COUNTY OF WASHOE        )

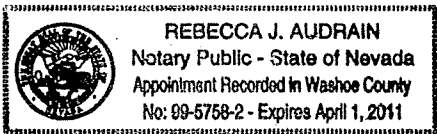
This instrument was acknowledged before me on OCTOBER 6, 2009 by ROBERT M. SADER, Secretary of Hawco Development Company, a Nevada corporation, as General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.



NOTARY PUBLIC: Tina Ford  
My Commission Expires: June 8, 2010

STATE OF NEVADA            )  
  )ss.  
COUNTY OF WASHOE        )

This instrument was acknowledged before me on November 10, 2009 by DAVID HUMKE, as Chairman of the Board of County Commissioners of the County of Washoe, State of Nevada.



NOTARY PUBLIC: Rebecca J. Audrain  
My Commission Expires: April 1, 2011

09-1203

Exhibit "A"

LEGAL DESCRIPTION OF PROJECT PROPERTY

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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.

09-1203

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 13, 2010

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

By: [Signature]  
Deputy Clerk

Pursuant to NRS 289B.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

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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.

Jaime Delleria  
Signature

9-15-10  
Date

JAIME Delleria  
Printed Name