

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC10-002, which will amend Development Agreement Case Number DA08-005 for Tentative Subdivision Map Case Number TM06-004, which was previously approved by the Washoe County Planning Commission on June 6, 2006. The proposed amendments to the Development Agreement will extend the approval of Tentative Subdivision Map Case Number TM06-004, as previously approved by the Washoe County Planning Commission, until June 6, 2012, and the Director of Community Development at his sole discretion may grant up to five additional one year extensions, resulting in a possible final expiration date of June 6, 2017; and will approve the deadline dates set for identified work to be completed by the landowner, which includes: Continue security fencing around the water storage tank on the western portion of the property until work on the water storage tank is completed; backfill the water storage tank no later than May 31, 2010; bury or remove stockpiled tree strippings on the eastern portion of the property no later than May 31, 2010; and remove or replace any dead deciduous trees planted by the previous property owner no later than July 31, 2010.

BILL NO. 1615

ORDINANCE NO. 1435

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC10-002 TO AMEND DEVELOPMENT AGREEMENT CASE NO. DA08-005 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM06-004, AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON JUNE 6, 2006. THE AMENDMENT TO THE DEVELOPMENT AGREEMENT READS AS FOLLOWS:

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (the "First Amendment") is made by and between Gateway Company, L.C., a Nevada limited liability company, and QS, LLC, a Nevada limited liability company, as tenants-in-common (collectively, "Landowner"); and the County of Washoe, a political subdivision of the State of Nevada ("County"), with reference to the following facts:

A. Landowner's predecessor in interest, Reynen & Bardis (Callamont), LLC, a Nevada limited liability company ("R & B Callamont"), and County entered into a Development Agreement dated May, 2008 and recorded on June 2, 2008 as Document No. 3655874 in the Official Records of Washoe County, Nevada (the "Development Agreement"), for the development of the "Property," as described on Exhibit A attached hereto and incorporated herein by reference. Capitalized terms not otherwise defined in this First Amendment shall have the meaning ascribed to them in the Development Agreement.

B. Landowner acquired the Property subject to the Tentative Map and Development Agreement. Pursuant to Sections 278.0205 and 278.360.1 of the Nevada Revised Statutes, and based upon the circumstances described herein, Landowner and County have agreed to extend the time to record a Final Map as provided in this First Amendment.

Based upon the foregoing, Landowner and County agree as follows:

1. Amendments to Development Agreement. The Development Agreement is hereby amended as follows:

1.1 A new section 1.5 is hereby added to the Development Agreement to read in its entirety as follows:

1.5 Additional Major Work to be Completed by Landowner.

In addition to the planning and work required for the Water Facilities as described in Section 1.4.1, the major work and plans completed as described in Sections 1.4.3 through 1.4.9, and Landowner's efforts to complete the remaining plans, agreements and other required improvements, Landowner has completed or agrees to complete the following:

(1) Security fencing of the water storage tank located on the westerly portion of the Property (the "Water Storage Tank");

(2) Backfilling of the Water Storage Tank not later than May 31, 2010;

(3) Burying or removal of stockpiled tree strippings on the eastern portion of the Property not later than May 31, 2010; and

(4) Removal or replacement of any dead deciduous trees planted by R & B Callamont on the south side of the Property not later than July 31, 2010.

The above efforts and costs are substantial and Landowner is proceeding to complete the remaining plans, agreements, and other necessary required improvements under the Conditions of Approval.

1.2 Sections 2.3 and 2.4 of the Development Agreement are hereby amended in their entirety to read as follows:

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 first Final Map shall be extended for two (2) years, from June 6, 2010 to June 6, 2012, subject to Section 2.4.

2.4 Further Extension. Landowner acknowledges that notwithstanding Section 2.3 above, upon sixty (60) days written request from Landowner, the Director of the Department of Community Development of Washoe County may, in his sole discretion, grant additional one-year extensions of time to file the first Final Map, up to five (5) additional such one-year extensions. Landowner knowingly and voluntarily waives any rights it may have to extend any deadlines or record any other map under the Tentative Map by the Development Agreement.

2. Miscellaneous Provisions.

2.1 Entire Agreement. This First Amendment is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

2.2 Counterparts. This First Amendment may be executed in two (2) or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this First Amendment 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 (1) or more additional signature pages.

2.3 Affirmation and Ratification of Remaining Provisions. Landowner and County hereby ratify and affirm all of the terms, provisions, and conditions of the Tentative Map, Reynen & Bardis Specific Plan, and Development Agreement, except to the extent amended hereby.

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

SECTION 1.

The First Amendment to Development Agreement for Tentative Subdivision Map Case No. TM06-004 is an acceptable document with which to extend the expiration date of said map and set deadline dates for identified work to be completed by the landowner.

Proposed March 23, 2010
Proposed by Commissioner
Passed April 13, 2010

Humke

Vote:

Ayes: Commissioners Humke, Larkin, Weber,
Jung, Breternitz

Nays: Commissioners none

Absent: Commissioners none

Chairman
Washoe County Commission

Paul Fink

Chairman of the Board

ATTEST
Angela Hawey
County Clerk

This ordinance shall be in force and effect from and after the
2 3th day of the month of April of the year 2010.

RENO NEWSPAPERS INC

Publishers of

Reno Gazette-Journal

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Legal Advertising Office 775.788.6394

WASHOE CO
PO BOX 11130
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Customer Acct# 349008
PO# BILL 1615
Ad# 1000693370
Legal Ad Cost \$157.34

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: **04/16/2010 - 04/23/2010**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed: *Kari Humke*



Stacey Gomes

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1435 BILL NO. 1615 An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC10-002 to amend Development Agreement Case No. DA08-005 for Tentative Subdivision Map Case Number TM06-004, as previously approved by the Washoe County Planning Commission on June 6, 2006 (Bill No. 1615). 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 Chairman Humke on March 23, 2010, and following a public hearing, was passed and adopted without amendment at a regular meeting on April 13, 2010, 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 April 23, 2010, 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: April 14, 2010 AMY HARVEY,

Ad Number: 1000693370

APR 27 2010

Page 1 of 2

1435 ✓

FRIDAY, APRIL 23, 2010

Legals

Legals

**NOTICE OF ADOPTION
WASHOE COUNTY ORDINANCE NO. 1435
BILL NO. 1615**

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC10-002 to amend Development Agreement Case No. DA08-005 for Tentative Subdivision Map Case Number TM06-004, as previously approved by the Washoe County Planning Commission on June 6, 2006 (Bill No. 1615).

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 Chairman Humke on March 23, 2010, and following a public hearing, was passed and adopted without amendment at a regular meeting on April 13, 2010, 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 April 23, 2010, 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: April 14, 2010
AMY HARVEY, Washoe County Clerk and
Clerk of the Board of County Commissioners

No. 693370 - Apr. 16, 23, 2010

DOC # 3922542

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 6



APN# _____

Recording Requested by:

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

When Recorded Mail to:

Name: Washoe County Clerk's Office
Address: 75 Court St. 0
City/State/Zip: Reno

Mail Tax Statement to:

Name: _____
Address: _____
City/State/Zip: _____

(for Recorder's use only)

Ordinance No. 1435
(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. 1435

SUMMARY: An ordinance approving Amendment of Conditions Case Number AC10-002, which will amend Development Agreement Case Number DA08-005 for Tentative Subdivision Map Case Number TM06-004, which was previously approved by the Washoe County Planning Commission on June 6, 2006. The proposed amendments to the Development Agreement will extend the approval of Tentative Subdivision Map Case Number TM06-004, as previously approved by the Washoe County Planning Commission, until June 6, 2012, and the Director of Community Development at his sole discretion may grant up to five additional one year extensions, resulting in a possible final expiration date of June 6, 2017; and will approve the deadline dates set for identified work to be completed by the landowner, which includes: Continue security fencing around the water storage tank on the western portion of the property until work on the water storage tank is completed; backfill the water storage tank no later than May 31, 2010; bury or remove stockpiled tree strippings on the eastern portion of the property no later than May 31, 2010; and remove or replace any dead deciduous trees planted by the previous property owner no later than July 31, 2010.

BILL NO. 11615

ORDINANCE NO. 1435

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC10-002 TO AMEND DEVELOPMENT AGREEMENT CASE NO. DA08-005 FOR TENTATIVE SUBDIVISION MAP CASE NUMBER TM06-004, AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON JUNE 6, 2006. THE AMENDMENT TO THE DEVELOPMENT AGREEMENT READS AS FOLLOWS:

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (the "First Amendment") is made by and between Gateway Company, L.C., a Nevada limited liability company, and QS, LLC, a Nevada limited liability company, as tenants-in-common (collectively, "Landowner"); and the County of Washoe, a political subdivision of the State of Nevada ("County"), with reference to the following facts:

A. Landowner's predecessor in interest, Reynen & Bardis (Callamont), LLC, a Nevada limited liability company ("R & B Callamont"), and County entered into a Development Agreement dated May, 2008 and recorded on June 2, 2008 as Document No. 3655874 in the Official Records of Washoe County, Nevada (the "Development Agreement"), for the development of the "Property," as described on Exhibit A attached hereto and incorporated herein by reference. Capitalized terms not otherwise defined in this First Amendment shall have the meaning ascribed to them in the Development Agreement.

B. Landowner acquired the Property subject to the Tentative Map and Development Agreement. Pursuant to Sections 278.0205 and 278.360.1 of the Nevada Revised Statutes, and based upon the circumstances described herein, Landowner and County have agreed to extend the time to record a Final Map as provided in this First Amendment.

Based upon the foregoing, Landowner and County agree as follows:

1. Amendments to Development Agreement. The Development Agreement is hereby amended as follows:

1.1 A new section 1.5 is hereby added to the Development Agreement to read in its entirety as follows:

1.5 Additional Major Work to be Completed by Landowner.

In addition to the planning and work required for the Water Facilities as described in Section 1.4.1, the major work and plans completed as described in Sections 1.4.3 through 1.4.9, and Landowner's efforts to complete the remaining plans, agreements and other required improvements, Landowner has completed or agrees to complete the following:

- (1) Security fencing of the water storage tank located on the westerly portion of the Property (the "Water Storage Tank");
- (2) Backfilling of the Water Storage Tank not later than May 31, 2010;
- (3) Burying or removal of stockpiled tree strippings on the eastern portion of the Property not later than May 31, 2010; and
- (4) Removal or replacement of any dead deciduous trees planted by R & B Callamont on the south side of the Property not later than July 31, 2010.

The above efforts and costs are substantial and Landowner is proceeding to complete the remaining plans, agreements, and other necessary required improvements under the Conditions of Approval.

1.2 Sections 2.3 and 2.4 of the Development Agreement are hereby amended in their entirety to read as follows:

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 first Final Map shall be extended for two (2) years, from June 6, 2010 to June 6, 2012, subject to Section 2.4.

2.4 Further Extension. Landowner acknowledges that notwithstanding Section 2.3 above, upon sixty (60) days written request from Landowner, the Director of the Department of Community Development of Washoe County may, in his sole discretion, grant additional one-year extensions of time to file the first Final Map, up to five (5) additional such one-year extensions. Landowner knowingly and voluntarily waives any rights it may have to extend any deadlines or record any other map under the Tentative Map by the Development Agreement.

2. Miscellaneous Provisions.

2.1 Entire Agreement. This First Amendment is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

2.2 Counterparts. This First Amendment may be executed in two (2) or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this First Amendment 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 (1) or more additional signature pages.

2.3 Affirmation and Ratification of Remaining Provisions. Landowner and County hereby ratify and affirm all of the terms, provisions, and conditions of the Tentative Map, Reynen & Bardis Specific Plan, and Development Agreement, except to the extent amended hereby.

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

SECTION 1.

The First Amendment to Development Agreement for Tentative Subdivision Map Case No. TM06-004 is an acceptable document with which to extend the expiration date of said map and set deadline dates for identified work to be completed by the landowner.

Proposed March 23, 2010
Proposed by Commissioner
Passed April 13, 2010

Humke

Vote:

Humke, Larkin, Weber,

Ayes:

Commissioners.....*Jung, Breternitz*

Nays:

Commissioners.....*none*

Absent:

Commissioners.....*none*

Chairman
Washoe County Commission

ATTEST
Amy Harvey
County Clerk

Paul Fick
Chairman of the Board

This ordinance shall be in force and effect from and after the
~~10th~~ *23rd* day of the month of April of the year 2010.

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: *Amy Harvey*
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.

Jaime Deller
Signature

9-15-10
Date

JAIME Deller
Printed Name

DOC # 3926838

09/28/2010 10:52:34 AM

Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 13



1435

(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 Development Agreement
Terrasante - Washoe County DA08-005
(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)

1435

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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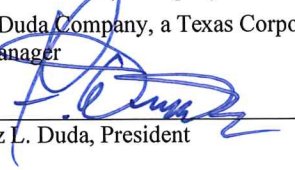
LANDOWNER:

COUNTY:

GATEWAY COMPANY, L.C.,
a Nevada Limited Liability Company


County of Washoe, a political
subdivision of the State of Nevada,
by its Board of Washoe County
Commissioners

By: Fritz Duda Company, a Texas Corporation,
its Manager


Fritz L. Duda, President

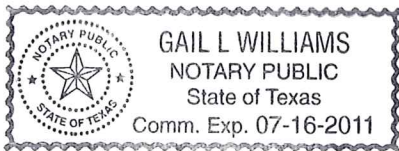
By: _____
Name: _____
Title: _____
Date: _____


QS, LLC, a Nevada limited
liability company

By: 
Name: Rob Winkel
Title: MANAGER
Date: 2/9/10

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This First Amendment to Development Agreement was acknowledged before me on February 8, 2010, by Fritz Duda, in his capacity as President of Fritz Duda Company, in its capacity as a Managing Member of Gateway Company, L.C., a Nevada limited liability company.





Notary Public

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This First Amendment to Development Agreement was acknowledged before me on February 9, 2010, by Rob Winkel, in his capacity as a Manager of QS, LLC., a Nevada limited liability company.




Notary Public

STATE OF NEVADA)
)
COUNTY OF WASHOE)

 This First Amendment to Development Agreement was acknowledged before me
on _____, 2010, by _____, in his capacity as _____
of Community Development, County of Washoe.

Notary Public

J:\wpdata\RAW\Ryder-Duda Ventures\Callamont - Galena Woods\1st Amend to Develop Agmt.wpd

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

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

PARCEL 1:

Parcel 3 of PARCEL MAP NO. 2718 for T.M.S. ASSOCIATES, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 30, 1993, as File No. 1687666.

APN: 047-141-03

PARCEL 2:

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, Section Eleven (11), Township Seventeen (17) North, Range Nineteen (19) East, M.D.M., set forth in Boundary Line Adjustment Grant Deed recorded August 15, 1997, in Book 4954, Page 44, as Document No. 2126020 of Official Records, more particularly described as follows:

BEGINNING at the Southwest corner of Section Eleven (11), Township Seventeen (17) North, Range Nineteen (19) East, M.D.M., as shown on Parcel Map No. 2178, recorded June 30, 1993, Official Records of Washoe County, Nevada, said POINT OF BEGINNING being further described as a found General Land Office Brass Cap;

THENCE North 00°15'17" West along the West line of said Section 11, a distance of 1019.54 feet;

THENCE North 58°37'55" East, 1539.77 feet;

THENCE South 00°16'16" West, 1833.14 feet to the South line of said Section 11, said point also being the Southwest corner of Parcel 1 of said Parcel Map;

THENCE North 89°28'30" West along said South line, 1318.91 feet to said POINT OF BEGINNING.

The basis of bearings for this description is said Parcel Map No. 2718.

Said parcel is further shown and delineated as Parcel A of Record of Survey No. 3291, filed August 15, 1997, as File No. 2126026.

APN: 047-141-06

Document Number 2126020 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 3:

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, Section Eleven (11), Township Seventeen (17) North, Range Nineteen (19) East, M.D.M., set forth as Parcel B on Boundary Line Adjustment Grant Deed recorded August 15, 1997, in Book 4954, Page 44, as Document No. 2126020, of Official Records, more particularly described as follows:

BEGINNING at the South One-quarter (S ¼) corner of Section Eleven (11), Township Seventeen (17) North, Range Nineteen (19) East, M.D.M., as shown on Parcel Map No. 2718, recorded June 30, 1993, Official Records of Washoe County, Nevada, said POINT OF BEGINNING being further described as a found General Land Office Brass Cap;

THENCE North 89°28'30" West along the South line of said Section, 1318.93 feet;

THENCE North 00°16'16" West, 664.53 feet to the Southwest corner of Parcel 3 of said Parcel Map;

THENCE South 89°29'52" East along the South line of said Parcel 3, a distance of 1318.73 feet to the Southeast corner of said Parcel 3;

THENCE South 00°17'15" East, 665.06 feet to said POINT OF BEGINNING.

The basis of bearings for this description is said Parcel Map No. 2718.

Said parcel is further shown and delineated as Parcel B of Record of Survey No. 3291, filed August 15, 1997, as File No. 2126026.

APN: 047-141-07

Document Number 2126020 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 4:

Parcels 2 and 3 of PARCEL MAP NO. 3633, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on March 29, 2000, as File No. 2434419.

EXCEPTING from Parcel 2 that portion of Callahan Ranch Road dedicated for Public Use by Resolution recorded January 18, 2001, as Document No. 2516349 of Official Records.

APN: 047-141-11 and 12

PARCEL 5:

Lot A-2 as shown on the map of GALENA CANYON SUBDIVISION UNIT 2B, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 7, 2004, as File No. 3018803, of Official Records as Tract Map No. 4335.

APN: 148-130-04

LIMITED POWER OF ATTORNEY


Gateway Company, L.C., a Nevada limited liability company, and QS, LLC, a Nevada limited liability company (the "Principals"), tenancy-in-common owners of real property located in Washoe County, Nevada, commonly described as Washoe County Assessor Parcel Nos. 148-130-04, 047-141-03, 047-141-06, 047-141-07, 047-141-11, and 047-141-12 and more particularly described on Exhibit A attached hereto (the "Property"), hereby appoint Fritz Duda and Rob Winkel, acting either individually or jointly (each, an "Agent"), as their agent for the purpose of executing all documents necessary to facilitate the permitting, entitlement and development of the Property.

Each Agent is authorized by this Limited Power of Attorney to execute, acknowledge, deliver, and record any documents that are reasonably necessary for the permitting, entitlement, and development of the Property, including, without limitation, permit applications, subdivision maps, development agreements, and any other documentation required with and by Washoe County.


This Limited Power of Attorney is to remain in effect from February 1, 2010, until and including December 31, 2012, unless earlier revoked or amended by a written and acknowledged instrument executed by the Principals. This Limited Power of Attorney has been executed in multiple copies. Each signed copy is to have the same legal effect as the original. The Agent may also use copies of this Limited Power of Attorney, and all copies are to have the same legal effect as the original.

Dated this 8th day of February, 2010.

Gateway Company, L.C. a Nevada
limited liability company
By: Fritz Duda Company, a Texas
corporation
Its: Managing Member

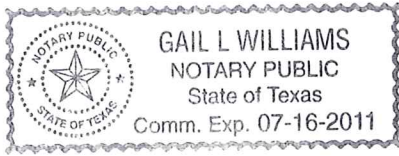
By: 
Name: Fritz Duda
Title: President

QS, LLC, a Nevada limited liability
company

By: 
Name: Rob Winkel
Title: MANAGER

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This Limited Power of Attorney was acknowledged before me on February 8, 2010, by Fritz Duda, in his capacity as President of Fritz Duda Company, in its capacity as a Managing Member of Gateway Company, L.C., a Nevada limited liability company.



Gail L. Williams
Notary Public

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This Limited Power of Attorney was acknowledged before me on February 9, 2010, by Rob Winkel, in his capacity as a Manager of QS, LLC., a Nevada limited liability company.



Paula A. Paradis
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

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

PARCEL 1:

Parcel 3 of PARCEL MAP NO. 2718 for T.M.S. ASSOCIATES, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 30, 1993, as File No. 1687666.

APN: 047-141-03

PARCEL 2:

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, Section Eleven (11), Township Seventeen (17) North, Range Nineteen (19) East, M.D.M., set forth in Boundary Line Adjustment Grant Deed recorded August 15, 1997, in Book 4954, Page 44, as Document No. 2126020 of Official Records, more particularly described as follows:

BEGINNING at the Southwest corner of Section Eleven (11), Township Seventeen (17) North, Range Nineteen (19) East, M.D.M., as shown on Parcel Map No. 2178, recorded June 30, 1993, Official Records of Washoe County, Nevada, said POINT OF BEGINNING being further described as a found General Land Office Brass Cap;

THENCE North 00°15'17" West along the West line of said Section 11, a distance of 1019.54 feet;

THENCE North 58°37'55" East, 1539.77 feet;

THENCE South 00°16'16" West, 1833.14 feet to the South line of said Section 11, said point also being the Southwest corner of Parcel 1 of said Parcel Map;

THENCE North 89°28'30" West along said South line, 1318.91 feet to said POINT OF BEGINNING.

The basis of bearings for this description is said Parcel Map No. 2718.

Said parcel is further shown and delineated as Parcel A of Record of Survey No. 3291, filed August 15, 1997, as File No. 2126026.

APN: 047-141-06

Document Number 2126020 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 3:

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, Section Eleven (11), Township Seventeen (17) North, Range Nineteen (19) East, M.D.M, set forth as Parcel B on Boundary Line Adjustment Grant Deed recorded August 15, 1997, in Book 4954, Page 44, as Document No. 2126020, of Official Records, more particularly described as follows:

BEGINNING at the South One-quarter (S ¼) corner of Section Eleven (11), Township Seventeen (17) North, Range Nineteen (19) East, M.D.M., as shown on Parcel Map No. 2718, recorded June 30, 1993, Official Records of Washoe County, Nevada, said POINT OF BEGINNING being further described as a found General Land Office Brass Cap;

THENCE North 89°28'30" West along the South line of said Section, 1318.93 feet;

THENCE North 00°16'16" West, 664.53 feet to the Southwest corner of Parcel 3 of said Parcel Map;

THENCE South 89°29'52" East along the South line of said Parcel 3, a distance of 1318.73 feet to the Southeast corner of said Parcel 3;

THENCE South 00°17'15" East, 665.06 feet to said POINT OF BEGINNING.

The basis of bearings for this description is said Parcel Map No. 2718.

Said parcel is further shown and delineated as Parcel B of Record of Survey No. 3291, filed August 15, 1997, as File No. 2126026.

APN: 047-141-07

Document Number 2126020 is provided pursuant to the requirements of Section 1.NRS 111.312

PARCEL 4:

Parcels 2 and 3 of PARCEL MAP NO. 3633, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on March 29, 2000, as File No. 2434419.

EXCEPTING from Parcel 2 that portion of Callahan Ranch Road dedicated for Public Use by Resolution recorded January 18, 2001, as Document No. 2516349 of Official Records.

APN: 047-141-11 and 12

PARCEL 5:

Lot A-2 as shown on the map of GALENA CANYON SUBDIVISION UNIT 2B, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 7, 2004, as File No. 3018803, of Official Records as Tract Map No. 4335.

APN: 148-130-04

**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
_____ day of 20_____.

Records provided:


1. FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
2. _____
3. _____
4. _____
5. _____

County of Washoe
State of Nevada

Signed: Jan Cronkin 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