

APN: 044-320-48

Mail Tax Statements To:  
Zolezzi Venture, LLC  
Attn: Gary Duhon  
12895 Welcome Way  
Reno, NV 89511

**DOC # 4354963**

05/16/2014 02:25:15 PM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 18



Recording Requested By County Clerk.  
When recorded, copy to Community Services Dept.  
Planning and Development Division

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

**ORDINANCE APPROVING "FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (AUTUMN WOOD PROJECT)"**

SUMMARY: Amends a Development Agreement to extend the duration of the agreement to March 7, 2020 and to extend the deadline for filing a final map in Tentative Map Case Number TM06-002 (Autumn Wood Subdivision) from March 7, 2014, until March 7, 2018, with a possible extension of two years until March 7, 2020, at the discretion of the Director of Planning and Development.

BILL NO. 1709

ORDINANCE NO. 1528

AN ORDINANCE APPROVING A "FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (AUTUMN WOOD PROJECT)"  
AMENDING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2010 (AC10-003) REGARDING THE AUTUMN WOOD SUBDIVISION (APPROVED IN 2006 AS TENTATIVE MAP TM06-002). THIS AMENDMENT (CASE NO. AC14-002) EXTENDS THE DURATION OF THE AGREEMENT TO MARCH 7, 2020 AND EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL

Amendment of Conditions AC14-002 for Development Agreement DA08-001  
(TM06-002 Autumn Wood)

Page 1 of 4

1528

SUBDIVISION MAPS TO MARCH 7, 2018, WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DIVISION TO MARCH 7, 2020. THE SUBDIVISION IS LOCATED ON THE NORTHWEST CORNER OF ZOLEZZI AND JEPSON LANES AND IS CURRENTLY UNDEVELOPED WITHIN SECTION 17, T18N, R20E (APN: 044-320-48).

WHEREAS:

- A. A tentative subdivision map for the proposed Autumn Wood Subdivision was approved on or about March 7, 2006 as TM06-002; and
- B. The deadline for filing a final map under NRS 278.360 was extended to March 7, 2010, under a Development Agreement recorded on March 4, 2008, as Document 3626836, Official Records of Washoe County; and further extended to March 7, 2014 by an Agreement recorded May 14, 2010 as Document No 3881495, Official Records Washoe County.
- C. On a petition timely filed before the expiration date, for good cause appearing, the current property owner and the Board of County Commissioners desire to amend the development agreement to extend the duration of the agreement to March 7, 2020 and to further extend the deadline for filing a final map to March 7, 2018, with a possible further extension to March 7, 2020, at the discretion of the Director of Planning and Development for Washoe County; and
- E. The Board determines that this action is being taken under NRS 278.0205, and therefore is not a rule within the meaning of NRS 237.060;

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE DOES HEREBY ORDAIN:

SECTION 1.

The "First Amendment to Development Agreement (Autumn Wood Project)" attached hereto as Attachment A is hereby APPROVED by this ordinance. The Chairman is authorized to execute and deliver it for recording in the official records of Washoe County.

Amendment of Conditions AC14-002 for Development Agreement DA08-001  
(TM06-002 Autumn Wood)

SECTION 2. General Terms.

1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
2. The Chairman of the Board and the officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance and the attached agreement.
3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.
4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

This ordinance shall be in effect from and after its execution and publication as required by NRS 244.100 and any other enabling laws.

**Passage and Effective Date (AC14-002, Autumn Wood)**

This ordinance was proposed on 4-22-14 by  
Commissioner Humke.

This ordinance was passed on 5-13-14.

Those voting "aye" were Humke, Welton, Beckhiglen & Hartung

Those voting "nay" were none.

Those absent were Jung.

Those abstaining were none.

This ordinance shall be in force and effect from and after  
the 23 day of May, 2014.

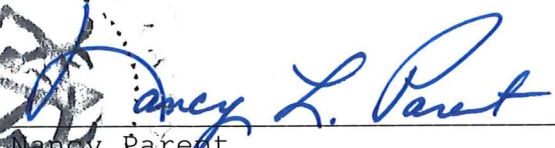


David Humke, Chairman  
Washoe County Commission  
Washoe County, Nevada

ATTEST:



Nancy Parent  
County Clerk



1528

APN# n/a

**Recording Requested by:**

Name: Washoe County Clerk  
Address: 1001 E 9th St.  
City/State/Zip: RENO NV

**When Recorded Mail to:**

Name: Washoe County  
Address: 1001 E 9th St.  
City/State/Zip: RENO NV

**Mail Tax Statement to:**

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

**DOC # 4354852**

05/16/2014 11:31:35 AM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 14



( for Recorder's use only )

**DEVELOPMENT AGREEMENT - Autumn Wood**  
( 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

Supervisor  
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)

APN: 044-320-48

Mail Tax Statements To:  
N/A

Recording Requested by  
When recorded, mail to:  
Washoe County  
P.O. Box 30083  
Reno, Nevada 89520-3083  
ATTN: Planning & Development

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
(Autumn Wood Project)**

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*Summary: Extends duration of agreement to March 7, 2020 and the deadline for filing first final map on Autumn Woods Subdivision (TM 06-002) to March 7, 2018 with possible administrative extension to March 7, 2020 on approval of the Director of Planning and Development.*  
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THIS AMENDMENT OF AGREEMENT ("First Amendment") is made by and between the following parties and involves the following Tentative Subdivision Map on the following Property:

<b>Landowner</b>	Zolezzi Ventures, LLC, a Nevada limited liability company
<b>County</b>	Washoe County, a political subdivision of the State of Nevada 1001 East 9 <sup>th</sup> Street Reno, Nevada 89520-3083 Attn: Planning and Development Division
<b>Property</b>	Approximately 4.75 acres of land located on northwest corner of Zolezzi and Jeppson Lanes in the City of Reno, more particularly described in Exhibit A, APN 044-320-48
<b>Tentative Map</b>	Tentative Subdivision Map TM06-002 (Autumn Wood) approved on March 7 2006.

**1. RECITALS**

1.1 On March 7, 2006, County issued an Action Order conditionally approving the Tentative Map on an application submitted by ERD Development, LLC/STFC Properties, LLC. Alpha Homes, LLC purchased the Property and the accompanying Tentative Map from ERD Development, LLC on April 28, 2006. Subsequently, City National Bank acquired the property and the Tentative Map from Alpha Homes by foreclosure, and Zolezzi Ventures, LLC acquired the Property and Tentative Map from City National Bank and is now the owner of the Property.

1.2 NRS 278.360 (at the time of the Tentative Map was approved) requires that a final subdivision map must be approved and recorded within two years from the date when the tentative map is approved, unless extended by a development agreement entered into pursuant to NRS 278.0201 et seq. On February 26, 2008, County entered into a development agreement (Case No. DA 08-001) extending the deadline for filing a final map to March 7, 2010. That development agreement was recorded as Doc # 3626836.

1.3 After acquiring the Property through foreclosure, City National Bank and the County subsequently entered into a Development Agreement to further extend the deadline for filing a final map to March 7, 2012, subject to the possibility of an administrative extension until March 7, 2014 (the "Development Agreement."). The Development Agreement was approved by ordinance and recorded as Document # 3881495, Official Records, Washoe County. A copy of the Development Agreement is attached hereto as Exhibit B. As authorized by the Development Agreement the deadline for filing a final map was administratively extended to March 7, 2014 by the Director of Community Development for Washoe County.

1.4 Before March 7, 2014, Developer timely filed for a further extension of the deadline, and, as authorized by NRS 278.0205, the parties desire to amend the Development Agreement and to further extend the deadline for filing a final map on the Autumn Wood Tentative Map as provided herein.

NOW THEREFORE the parties agree as follows:

**2. AMENDMENTS TO DEVELOPMENT AGREEMENT**

2.1 The Development Agreement is hereby amended as follows and in all relevant places to accomplish the intents and purposes stated herein.

2.2 Duration. Paragraph 2.1.B of the agreement is hereby amended to provide that this agreement expires on March 7, 2020, unless sooner terminated as provided herein or under NRS 278.0205.

2.3 Extension of Time to Record Final Map. Section 2.3 of the Development Agreement is amended and restated 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 Final Map or first in a series of final maps shall be extended for four (4) years, from March 7, 2014, to March 7, 2018. An additional 2 year extension of time for Landowner to file a Final Map or first in a series of final maps, from March 7, 2018 until March 7, 2020, may be approved by the Director of Community Development in his/her sole discretion. If a final map is not filed by the filing deadline, this Agreement and all proceedings with respect to Tentative Map TM06-002 (Autumn Wood) terminate without further notice.

3. **NO OTHER CHANGES**

Except as expressly provided herein, the Development Agreement shall remain unchanged and in full force and effect.

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

**LANDOWNER:**

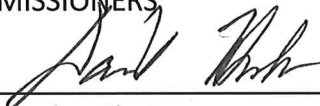
Zolezzi Venture, LLC

By   
Gary Duhon, Manager

Date 3/28/14

**COUNTY:**


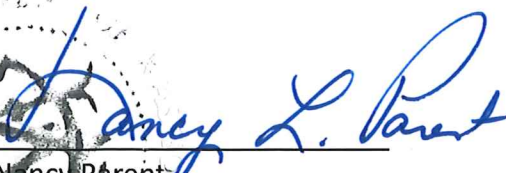
COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOARD OF WASHOE COUNTY COMMISSIONERS

By:   
David Humke, Chairman  
Board of County Commissioners

Date May 13, 2014

Date: May 13, 2014

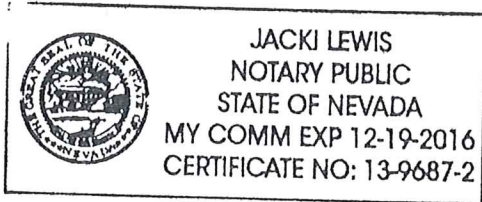
**Attest:**

  
  
Nancy Parent  
County Clerk



STATE OF NEVADA )  
 ) Acknowledgement in Representative Capacity  
COUNTY OF WASHOE ) (NRS 240.1665)

This Instrument was acknowledged before me on 3/28/14  
By Gary Duhon as Manager of Zolezzi Ventures LLC, a Nevada limited liability company.



Jacki Lewis  
Notary Public

STATE OF NEVADA )  
 ) Acknowledgement in Representative Capacity  
COUNTY OF WASHOE ) (NRS 240.1665)

This Instrument <sup>\*</sup> was acknowledged before me on May 13, 2014  
By Dave Humke as Chairman of the Board of County Commissioners of Washoe County.

*\* First Amendment to Development Agreement.*

Nancy L. Parent  
Notary Public



**EXHIBIT "A"**

**Legal Description APN: 044-320-48**

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 R), 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.

DOC # 3881495

05/14/2010 10:55:47 AM  
Requested By  
BIGHORN CONSULTING  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$20.00 RPTT: \$0.00  
Page 1 of 7

APN: 044-320-48

**Recording Requested By:**

Name: City National Bank  
Address: 555 S. Flower Street, 16<sup>th</sup> Floor  
City/State/Zip: Los Angeles, California 90071



**When Recorded Mail To:**

Name: City National Bank  
Address: 555 S. Flower Street, 16<sup>th</sup> Floor  
City/State/Zip: Los Angeles, California 90071

**Mail Tax Statement To:**

Name: City National Bank  
Address: 555 S. Flower Street  
City/State/Zip: Los Angeles, CA 90071

AGREEMENT

**(Title of Document)**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law: \_\_\_\_\_ (State specific law)

*Lynne W. Sullivan*  
Signature

Lynne W. Sullivan  
Printed Name

Vice President                      City National Bank  
Title    Company

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)

**Amendment of Conditions AC14-002 for  
Development Agreement DA08-001 (TM06-002 Autumn Wood)**

## AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **City National Bank, a National Banking Association**, ("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"). Alpha Homes, LLC purchased the Property and the accompanying Tentative Map from ERD Development, LLC. on April 28, 2006. On February 26, 2008, the Washoe County Board of County Commissioners adopted an Ordinance pursuant to NRS 278.0201 through 278.0207, which formally approved the Development Agreement Case No. DA08-001 in support of the Autumn Wood project. The sole purpose of the Development Agreement (recorded document # 3626836) was to extend the expiration date of the Autumn Wood subdivision map until March 7, 2010 on APN 004-320-48. Landowner acquired the Property and the accompanying Tentative Map through foreclosure proceedings from Alpha Homes, LLC on November 20, 2009. 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 parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, Landowner must cause its first final map (the "Final Map"), to be recorded prior to the expiration of two (2) years after approval of the Tentative Map, which is 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;

*Amendment of Conditions AC14-002 for  
Development Agreement DA08-001 (TM06-002 Autumn Wood)*

- B. the duration of this Agreement commences upon execution hereof by the last party and expires on March 7, 2012; 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.

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, 2010, to March 7, 2012. An additional 2 years of time may be extended under the approval of the Director of Community Development.

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.

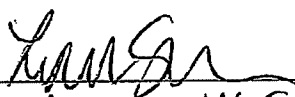
3.9 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of the Agreement.

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:**


**City National Bank, a National Banking  
Association**

By:   
Name: Lynne W. Sullivan  
Its: Vice President

Date: 3/22/10

**COUNTY:**

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

By:   
DAVID HUMKE, Chairman

Date: 3/4/10

**ATTEST:**

  
AMY HARVEY, County Clerk

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

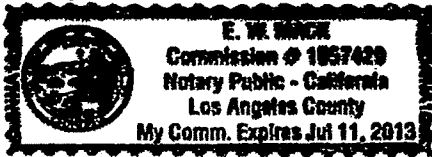
On 3/22/10  
Date

before me,

E.W. Mack Notary Public  
Here Insert Name and Title of the Officer

personally appeared

Lynne W. Sullivan  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

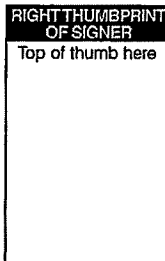
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

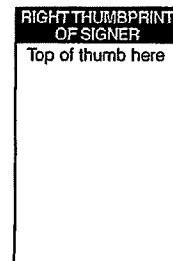
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



**EXHIBIT "A"**  
**Legal Description**  
**APN: 044-320-48**

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.



## WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
KATHRYN L. BURKE, RECORDER

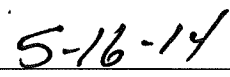
1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### 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.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Printed Name

WASHOE COUNTY  
COMPTROLLER

2014 MAY 28 AM 9: 08

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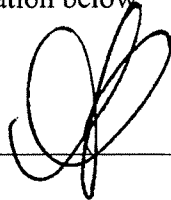
WASHOE CO  
PO BOX 11130  
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STATE OF NEVADA  
COUNTY OF WASHOE

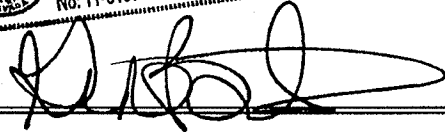
Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **5/16/2014 - 5/23/2014**, for exact publication dates please see last line of Proof of Publication below

Signed: \_\_\_\_\_



MAY 28 2014

Subscribed and sworn to before me  
GINA BRILES  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 11-6105-2 - Expires October 10, 2015



**Proof of Publication**

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1528 BILL NO. 1709 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 in the Washoe County Complex, 1001 E. Ninth Street, Building A, Reno, Washoe County, Nevada; and that the ordinance was proposed on April 22, 2014 by Chairman Humke and was passed and adopted without amendment at a regular meeting held on May 13, 2014 by the following vote of the Board of County Commissioners: An Ordinance approving a "First Amendment to Development Agreement (Autumn Wood Project)" amending a Development Agreement originally approved in 2010 (AC10-003) regarding the Autumn Wood Subdivision (approved in 2006 as Tentative Map TM06-002). This Amendment (Case No. AC14-002) extends the duration of the Agreement to March 7, 2020 and extends the deadline for filing the next in a series of final subdivision maps to March 7, 2018, with a possible extension by the director of the planning and development division to March 7, 2020. The subdivision is located on the northwest corner of Zolezzi and Jeppson Lanes and is currently undeveloped within Section 17, T18N, R20E (APN: 044-320-48). (Bill No. 1709) Those Voting Aye: David Humke, Marsha Berkbigler, Vaughn Hartung and Bonnie Weber, Those Asent:



Kitty Jung This Ordinance shall be in full force and effect from and after May 23, 2014. IN WITNESS WHEREOF, the Board of County Commissioners of Washoe County, Nevada, has caused this Ordinance to be published by title only. DATED May 14, 2014 Nancy Parent, Washoe County Clerk and Clerk of the Board of County Commissioners No 33029 May 16, 23, 2014

**NOTICE OF ADOPTION  
WASHOE COUNTY ORDINANCE NO. 1628  
BILL NO. 1709**

NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and captioned ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office in the Washoe County Complex, 1001 E. Ninth Street, Building A, Reno, Washoe County, Nevada; and that the ordinance was proposed on April 22, 2014 by Chairman Humke and was passed and adopted without amendment at a regular meeting held on May 13, 2014 by the following vote of the Board of County Commissioners:

An Ordinance approving a "First Amendment to Development Agreement (Autumn Wood Project)" amending a Development Agreement originally approved in 2010 (AC10-003) regarding the Autumn Wood Subdivision (approved in 2006 as Tentative Map TM06-002). This Amendment (Case No. AC14-002) extends the duration of the Agreement to March 7, 2020, and extends the deadline for filing the maps to March 7, 2018, with a possible extension by the director of the planning and development division to March 7, 2020. The subdivision is located on the northwest corner of ... and Jeppson Lakes and is currently undeveloped within Section 17, T18N, R20E, APN: 010-320-48. (Bill No. 1709)

Those Voting: David Humke, Marissa Berlinger, Vaughn Hartung and Bonnie Weber,

Those Assent: Kitty Jung

This Ordinance shall be in full force and effect from and after May 23, 2014. IN WITNESS WHEREOF, the Board of County Commissioners of Washoe County, Nevada, has caused this Ordinance to be published by title only.

DATED May 14, 2014

Nancy Parent, Washoe County Clerk and Clerk of the Board of County Commissioners