



# WASHOE COUNTY

Integrity Communication Service

[www.washoecounty.us](http://www.washoecounty.us)

CM/ACM \_\_\_\_\_  
Finance \_\_\_\_\_  
DA \_\_\_\_\_  
Risk Mgt N/A  
HR N/A  
Comptroller \_\_\_\_\_

## STAFF REPORT

**BOARD MEETING DATE:** March 13, 2018

**DATE:** Monday, February 12, 2018

**TO:** Board of County Commissioners

**FROM:** Roger Pelham, MPA, Senior Planner, Planning and Building Division, Community Services Department, 328-3622, [rpelham@washoecounty.us](mailto:rpelham@washoecounty.us)

**THROUGH:** Mojra Hauenstein, Architect, AICP Planner, LEED AP, Director of Planning and Building, 328-3619, [mahuenstein@washoecounty.us](mailto:mahuenstein@washoecounty.us)

**SUBJECT:** Introduction and first reading of an ordinance, pursuant to NRS 278.0205 and WCC 110.814.40, to approve the cancellation of a series of development agreements associated with various ordinances that extended the deadlines for filing final maps in connection with tentative subdivision map case number TM05-016 (Harris Ranch Subdivision). The agreements are no longer needed and are proposed for cancellation by the developers of the applicable property because the tentative map or maps to which they correspond have since been superseded by a new tentative map or maps. Those agreements and associated ordinances include:

- 1) that certain Agreement recorded on August 16, 2007 as Document No. 3566290;
- 2) that certain Amended And Restated Agreement recorded on September 28, 2010 as Document No. 3926841;
- 3) that certain Ordinance Approving Second Amended and Restated Agreement (Harris Ranch) recorded on November 14, 2013 as Document No. 4298929;
- 4) that certain Ordinance No. 1424 recorded on September 15, 2010 as Document No. 3922552; and
- 5) that certain Ordinance No. 1335 recorded on September 22, 2010 as Document No. 3924761.

The applicant is Spanish Springs Associates. The subject site is located east of Pyramid Highway (SR445), approximately 1200 feet southeast of the intersection of Alamosa Drive and Pyramid Highway (SR445). The project area is ±554.83 acres in size, and has a regulatory zone of Low Density Suburban (LDS). The site is located within the Spanish Springs Area Plan and is situated in portions of Sections 22, 23, 26 & 27, T 21N, R 20E, MDM, Washoe County, NV. (APNs: 534-600-01, 534-600-02 and 076-290-44); and, if approved, schedule a public hearing for a second reading and possible adoption of the ordinance for March 27, 2018. (Commission District 4.)

**AGENDA ITEM #** \_\_\_\_\_

## **SUMMARY**

The applicant is requesting that the Board of County Commissioners (Board) consent to cancel Development Agreements and Ordinances approved and recorded as documents numbers: 3566290, 3926841, 4298929, 3922552 and 2924761, each of which extended the deadlines for filing a final map in connection with the Harris Ranch Subdivision map. The agreements are no longer needed.

The agreements proposed for cancellation by the developers of the applicable property were originally entered into to extend the life of the tentative map, but that tentative map has since been superseded by a new tentative map (Case Number TM16-007, Harris Ranch).

**Washoe County Strategic Objective supported by this item:** Proactive Economic Development and Diversification

## **PREVIOUS ACTION**

On December 7, 2005 the Washoe County Planning Commission approved Tentative Subdivision Case Number TM05-016 for the Harris Ranch Subdivision, a 262-lot common open-space subdivision. On June 12, 2007 the Board of County Commissioners approved Development Agreement Case Number DA07-002 extending the date for the filing of the first final map until December 7, 2009. In 2010 the Board of County Commissioners approved an “Amended and Restated” agreement and the required date for filing the first final map was extended until December 7, 2011, with the ability to be further extended to December 7, 2013 at the discretion of the Director of Community Development. The Director exercised that discretion and extended the filing date. In 2013 the Board of County Commissioners approved a “Second Amended and Restated” agreement and the required date for filing the first final map was extended until December 7, 2017, with the ability to be further extended to December 7, 2019 at the discretion of the Director of Community Development.

## **BACKGROUND**

During the recent economic recession the Board approved several Development Agreements for several property owners, similar to the agreements referenced above, with the intent of extending the approvals of tentative subdivision maps. As the economy has improved final subdivision maps have been recorded in some areas and new tentative maps have been approved in other areas. On October 25, 2016, the Board overturned the Planning Commission’s denial of Tentative Map case number TM16-007, approving the new Harris Ranch Tentative Map. The approval of the new Harris Ranch Tentative Map superseded the approval of the previous Harris Ranch Tentative Map, therefore the Development Agreements associated with the previous Tentative Map are no longer needed. The Development Code anticipates the need for the cancellation of development agreements and provides that, “A development agreement may be amended or canceled, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest...” [WCC110.814.40] The applicant has requested such cancellation and staff is in agreement that the need for the agreement no longer exists. For that reason staff recommends that the Board consent to the cancellation of the agreement.

## **FISCAL IMPACT**

No fiscal impact.

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners, hold the introduction and first reading of an ordinance, pursuant to NRS 278.0205 and WCC 110.814.40, to approve the cancellation of a series of development agreements associated with various ordinances that extended the deadlines for filing final maps in connection with tentative subdivision map case number TM05-016 (Harris Ranch Subdivision). The agreements are no longer needed and are proposed for cancellation by the developers of the applicable property because the tentative map or maps to which they correspond have since been superseded by a new tentative map or maps. Those agreements and associated ordinances include:

- 1) that certain Agreement recorded on August 16, 2007 as Document No. 3566290;
- 2) that certain Amended And Restated Agreement recorded on September 28, 2010 as Document No. 3926841;
- 3) that certain Ordinance Approving Second Amended and Restated Agreement (Harris Ranch) recorded on November 14, 2013 as Document No. 4298929;
- 4) that certain Ordinance No. 1424 recorded on September 15, 2010 as Document No. 3922552; and
- 5) that certain Ordinance No. 1335 recorded on September 22, 2010 as Document No. 3924761.

The applicant is Spanish Springs Associates. The subject site is located east of Pyramid Highway (SR445), approximately 1200 feet southeast of the intersection of Alamosa Drive and Pyramid Highway (SR445). The project area is ±554.83 acres in size, and has a regulatory zone of Low Density Suburban (LDS). The site is located within the Spanish Springs Area Plan and is situated in portions of Sections 22, 23, 26 & 27, T 21N, R 20E, MDM, Washoe County, NV. (APNs: 534-600-01, 534-600-02 and 076-290-44);

And, if approved, schedule a public hearing for a second reading and possible adoption of the ordinance for March 27, 2018.

## **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

“Move to hold the introduction and first reading ordinance, pursuant to NRS 278.0205 and WCC 110.814.40, to approve the cancellation of a series of development agreements associated with various ordinances that extended the deadlines for filing final maps in connection with tentative subdivision map case number TM05-016 (Harris Ranch Subdivision). The agreements are no longer needed and are proposed for cancellation by the developers of the applicable property because the tentative map or maps to which they correspond have since been superseded by a new tentative map or maps. Those agreements and associated ordinances include:

- 1) that certain Agreement recorded on August 16, 2007 as Document No. 3566290;
- 2) that certain Amended And Restated Agreement recorded on September 28, 2010 as Document No. 3926841;

- 3) that certain Ordinance Approving Second Amended and Restated Agreement (Harris Ranch) recorded on November 14, 2013 as Document No. 4298929;
- 4) that certain Ordinance No. 1424 recorded on September 15, 2010 as Document No. 3922552; and
- 5) that certain Ordinance No. 1335 recorded on September 22, 2010 as Document No. 3924761.

Further move to find that the proposed cancellation is consistent with the Master Plan.

And, if approved, schedule a public hearing for a second reading and possible adoption of the ordinance for March 27, 2018. "

---

Attachments: A: Proposed Ordinance Cancelling Development Agreements

Ordinance Exhibit A: "Termination and Release"

B: Recorded Documents Numbered: 3566290, 3926841, 4298929,  
3922552 and 2924761

cc: Spanish Springs Associates Limited Partnership, c/o Robert M. Sader, Esq., 8600  
Technology Way, Reno, Nevada 89521

APN: 538-171-08

Mail Tax Statements To:  
Spanish Springs Associates Limited Partnership  
c/o Robert M. Sader, Esq.  
8600 Technology Way  
Reno, Nevada 89521

Recording Requested By County Clerk.  
When recorded, copy to Community Services Department.  
Attention: Planning and Building Division

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

**ORDINANCE APPROVING CANCELLATION OF A SERIES OF DEVELOPMENT AGREEMENTS ASSOCIATED WITH VARIOUS ORDINANCES THAT EXTENDED THE DEADLINES FOR FILING FINAL MAPS IN CONNECTION WITH TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-016 (HARRIS RANCH SUBDIVISION).**

SUMMARY: Approves the cancellation of a series of development agreements associated with various ordinances that extended the deadlines for filing final maps in connection with tentative subdivision map case number TM05-016 (Harris Ranch Subdivision). The agreements are no longer needed and are proposed for cancellation by the developers of the applicable property because the tentative map or maps to which they correspond have since been superseded by a new tentative map or maps.

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**TITLE:**

**AN ORDINANCE, PURSUANT TO NRS 278.0205 AND WCC 110.814.40, TO APPROVE THE CANCELLATION OF A SERIES OF DEVELOPMENT AGREEMENTS ASSOCIATED WITH VARIOUS ORDINANCES THAT EXTENDED THE DEADLINES FOR FILING FINAL MAPS IN CONNECTION WITH**

**Cancellation of Development Agreements regarding Tentative Subdivision Case Number  
TM05-016 (Harris Ranch Subdivision)**

TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-016 (HARRIS RANCH SUBDIVISION). THE AGREEMENTS ARE NO LONGER NEEDED AND ARE PROPOSED FOR CANCELLATION BY THE DEVELOPERS OF THE APPLICABLE PROPERTY BECAUSE THE TENTATIVE MAP OR MAPS TO WHICH THEY CORRESPOND HAVE SINCE BEEN SUPERSEDED BY A NEW TENTATIVE MAP OR MAPS. THOSE AGREEMENTS AND ASSOCIATED ORDINANCES INCLUDE:

- 1) THAT CERTAIN AGREEMENT RECORDED ON AUGUST 16, 2007 AS DOCUMENT NO. 3566290;
- 2) THAT CERTAIN AMENDED AND RESTATED AGREEMENT RECORDED ON SEPTEMBER 28, 2010 AS DOCUMENT NO. 3926841;
- 3) THAT CERTAIN ORDINANCE APPROVING SECOND AMENDED AND RESTATED AGREEMENT (HARRIS RANCH) RECORDED ON NOVEMBER 14, 2013 AS DOCUMENT NO. 4298929;
- 4) THAT CERTAIN ORDINANCE NO. 1424 RECORDED ON SEPTEMBER 15, 2010 AS DOCUMENT NO. 3922552; AND
- 5) THAT CERTAIN ORDINANCE NO. 1335 RECORDED ON SEPTEMBER 22, 2010 AS DOCUMENT NO. 3924761.

THE APPLICANT IS SPANISH SPRINGS ASSOCIATES. THE SUBJECT SITE IS LOCATED EAST OF PYRAMID HIGHWAY (SR445), APPROXIMATELY 1200 FEET SOUTHEAST OF THE INTERSECTION OF ALAMOSA DRIVE AND PYRAMID HIGHWAY (SR445). THE PROJECT AREA IS ±554.83 ACRES IN SIZE, AND HAS A REGULATORY ZONE OF LOW DENSITY SUBURBAN (LDS). THE SITE IS LOCATED WITHIN THE SPANISH SPRINGS AREA PLAN AND IS SITUATED IN PORTIONS OF SECTIONS 22, 23, 26 & 27, T 21N, R 20E, MDM, WASHOE COUNTY, NV. (APNS: 534-600-01, 534-600-02 AND 076-290-44).

WHEREAS:

- A. A tentative subdivision map for the proposed Harris Ranch Subdivision was approved by the Washoe County Planning Commission on December 7, 2005 as TM05-016; and
- B. A Development Agreement was approved by the Board of County Commissioners in 2007 as DA07-002 extended the date for filing a final map under NRS 278.360 until December 7, 2009; and
- C. An "Amended and Restated" agreement was approved by the Board of County Commissioners in 2010 and the required date for filing the first final map was extended until December 7, 2011, with the ability to be further extended to December 7, 2013 at the

Cancellation of Development Agreements regarding Tentative Subdivision Case Number  
TM05-016 (Harris Ranch Subdivision)

discretion of the Director of Community Development;  
and

- D. The Director of Community Development exercised that discretion; and
- E. A "Second Amended and Restated" agreement was approved by the Board of County Commissioners in 2013 and the required date for filing the first final map was extended until December 7, 2017, with the ability to be further extended to December 7, 2019 at the discretion of the Director of Community Development; and
- C. The applicant now requests that the Board of County Commissioners (Board) consent to cancel Development Agreements and Ordinances approved and recorded as documents numbers: 3566290, 3926841, 4298929, 3922552 and 2924761, each of which extended the deadlines for filing a final map in connection with the Harris Ranch Subdivision map. The agreements are no longer needed; 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 "TERMINATION AND RELEASE" attached hereto as Exhibit 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.

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.

Cancellation of Development Agreements regarding Tentative Subdivision Case Number  
TM05-016 (Harris Ranch Subdivision)

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.

**Passage and Effective Date: Termination and Release of Development Agreement regarding Tentative Subdivision Case Number TM05-016 (Harris Ranch Subdivision)**

Proposed on \_\_\_\_\_ (month) \_\_\_\_\_ (day),  
2018.

Proposed by Commissioner \_\_\_\_\_.

Passed on \_\_\_\_\_ (month) \_\_\_\_\_ (day),  
2018.

Vote:

Ayes:

Cancellation of Development Agreements regarding Tentative Subdivision Case Number  
TM05-016 (Harris Ranch Subdivision)



Nays :

Absent :

---

Marsha Berkbigler, Chair  
Washoe County Commission

ATTEST:

---

Nancy Parent, County Clerk

This ordinance shall be in force and effect from and after  
the \_\_\_\_ day of the month of \_\_\_\_\_ of the year \_\_\_\_\_.

DRAFT

WHEN RECORDED, RETURN TO:

Exhibit A

Spanish Springs Associates  
Limited Partnership  
c/o Robert M. Sader, Esq.  
8600 Technology Way  
Reno, Nevada 89521

APNs: 534-600-01 and 02  
076-290-44

Escrow No.: 081214 - PAH

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit hereby submitted for recording, does not contain the social security number of any person or persons (per NRS 239B.030)(2)).

TERMINATION AND RELEASE

The undersigned are the parties to the following documents, recorded in the office of the Recorder of Washoe County, Nevada:

- that certain Agreement recorded on August 16, 2007 as Document No. 3566290;
- that certain Amended And Restated Agreement recorded on September 28, 2010 as Document No. 3926841;
- that certain Ordinance Approving Second Amended and Restated Agreement (Harris Ranch) recorded on November 14, 2013 as Document No. 4298929;
- that certain Ordinance No. 1424 recorded on September 15, 2010 as Document No. 3922552;
- that certain Ordinance No. 1335 recorded on September 22, 2010 as Document No. 3924761; and
- that certain Agreement recorded on August 16, 2007 as Document No. 3566290.

The undersigned parties agree that said documents are terminated and all lien, charge and encumbrance of said documents against the real property therein described is hereby released, cancelled and terminated.

SPANISH SPRINGS ASSOCIATES  
LIMITED PARTNERSHIP, a Nevada  
limited partnership

By: Hawco Development Company, General  
Partner

By: \_\_\_\_\_  
Jesse Haw, President

THE COUNTY OF WASHOE, a  
political subdivision of the State of  
Nevada, by and through its Board of  
County Commissioners

By: \_\_\_\_\_  
Marsha Berkbigler, Chair

STATE OF NEVADA            )  
  )ss.

COUNTY OF WASHOE        )

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by JESSE HAW, President of Hawco Development Company, General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.

\_\_\_\_\_  
Notary

STATE OF NEVADA            )  
  )ss.

COUNTY OF WASHOE        )

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by MARSHA BERKBIGLER, Chair of Washoe County Board of County Commissioners.

\_\_\_\_\_  
Notary

## Attachment B

APN# NA

**DOC # 3566290**  
08/16/2007 04:28:09 PM  
Requested By  
WASHOE COUNTY PLANNING  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 7

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



( for Recorder's use only )

**When Recorded Mail to:**  
Name: Same as Above  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**Mail Tax Statement to:**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

AGREEMENT  
( Title of Document )

**Please complete Affirmation Statement below:**

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

-OR-

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

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

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink. (Additional recording fee applies)

**AGREEMENT**

THIS AGREEMENT ("Agreement") is made by and between SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP, a Nevada limited partnership, ("Landowner"); and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, ("County").

**1. GENERAL.**

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 076-360-02, 076-360-03 and 076-290-44 consisting of 554.83 acres in Spanish Springs Valley (the "Property") as more particularly described in Exhibit "A", attached hereto, which is subject to County's Spanish Springs Area Plan ("SSAP").

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

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

1.4 SSAP Update. Under the provisions of the SSAP, the County is required to consider periodic updates. County anticipates initiating an update process (the "Update") in 2007. The Update may result in changes in land uses or other development policies on certain properties within the SSAP, which may affect the Property. Landowner would prefer to allow the Update to the SSAP to occur prior to recording the Final map, in order to avoid committing all or part of the Property to LDS development under the Tentative Map until any changes in land use or development policies pursuant to the Update are known. County also believes it would be in the public's best interest to delay commencement of LDS development under the Final map on the Property until after the Update is completed, because changes resulting from the Update may impact said development, or may require a new tentative map or other discretionary approval to be submitted.

**2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.**

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

07-688

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

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

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

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

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

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

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

3. MISCELLANEOUS PROVISIONS.

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

3.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3.4 Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs

07082

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

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

3.6 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

3.7 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.8 Written Amendments. This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both parties. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

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

3.10 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

07-082

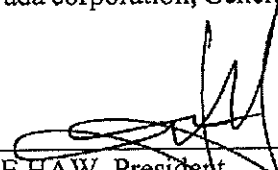


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above last written below.

**LANDOWNER:**

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

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

By:   
\_\_\_\_\_  
JESSE HAW, President

Date: 5.18.07


**COUNTY:**

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

By:   
\_\_\_\_\_  
ROBERT LARKIN, Chairman

Date: 6/12/07

**ATTEST:**

  
\_\_\_\_\_  
AMY HARVEY, County Clerk



07-68A

**COOPY**

EXHIBIT "A"

DESCRIPTION  
BENEFITED PARCEL

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

PARCEL 1:

All of the Southwest  $\frac{1}{4}$  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.

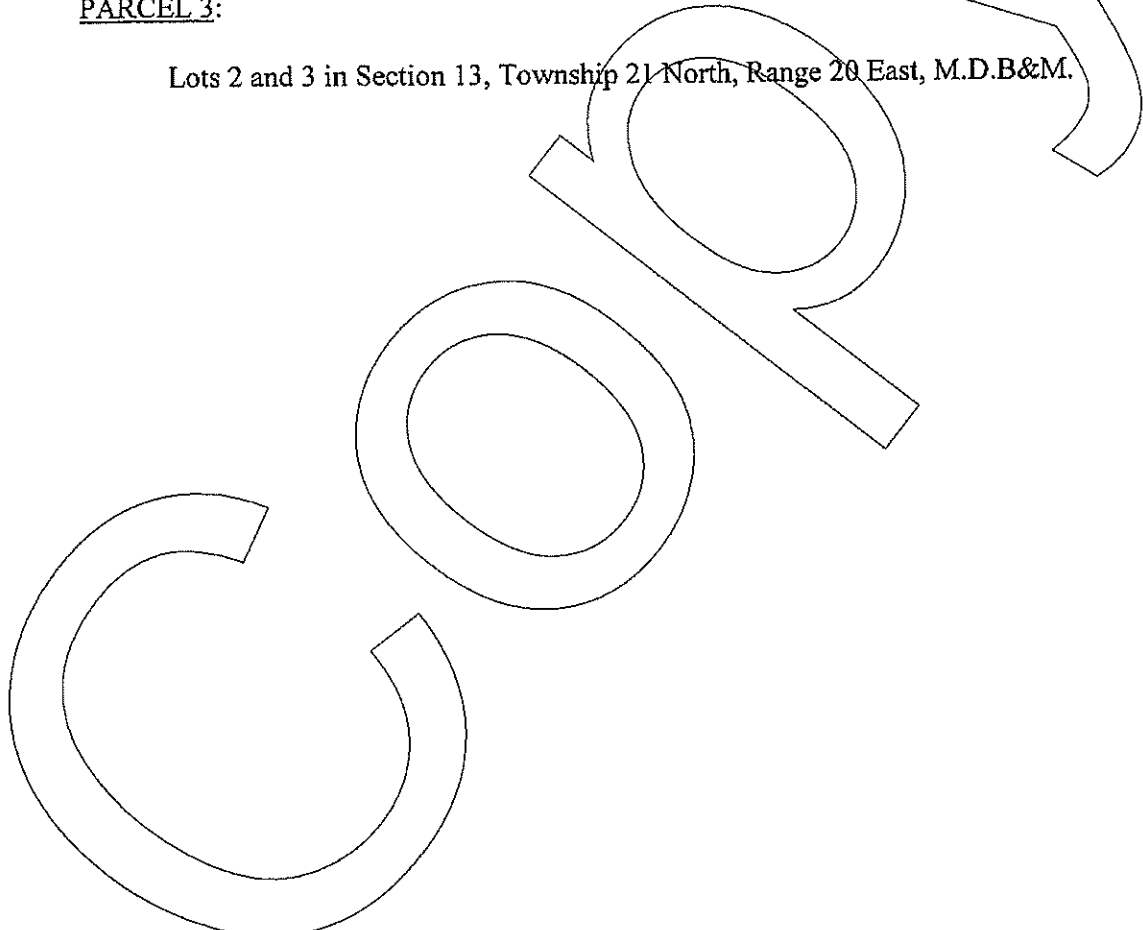
PARCEL 2:

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.

07682





## WASHOE COUNTY RECORDER

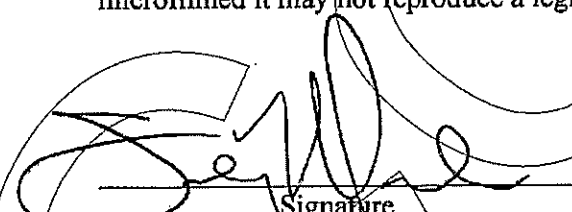
OFFICE OF THE RECORDER  
KATHRYN L. BURKE, RECORDER

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

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

  
\_\_\_\_\_  
Signature

8/16/07  
\_\_\_\_\_  
Date

SANDRA MONSALVE  
\_\_\_\_\_  
Printed Name

DOC # 3926841

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 11



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: \_\_\_\_\_

( for Recorder's use only )

Amended and Restated Agreement  
Harris Ranch Washoe County DAO7-002  
( 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 Gonzalez*  
Signature

Deputy Clerk  
Title

Stacy Gonzalez  
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)

**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

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.

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.

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



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.

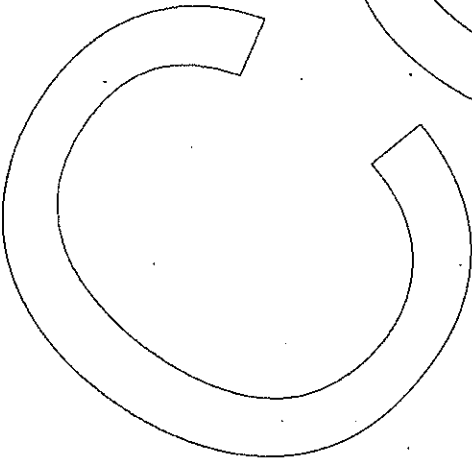
3.8 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

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:

COUNTY:

SPANISH SPRINGS ASSOCIATES  
LIMITED PARTNERSHIP, a Nevada  
limited partnership

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

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

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

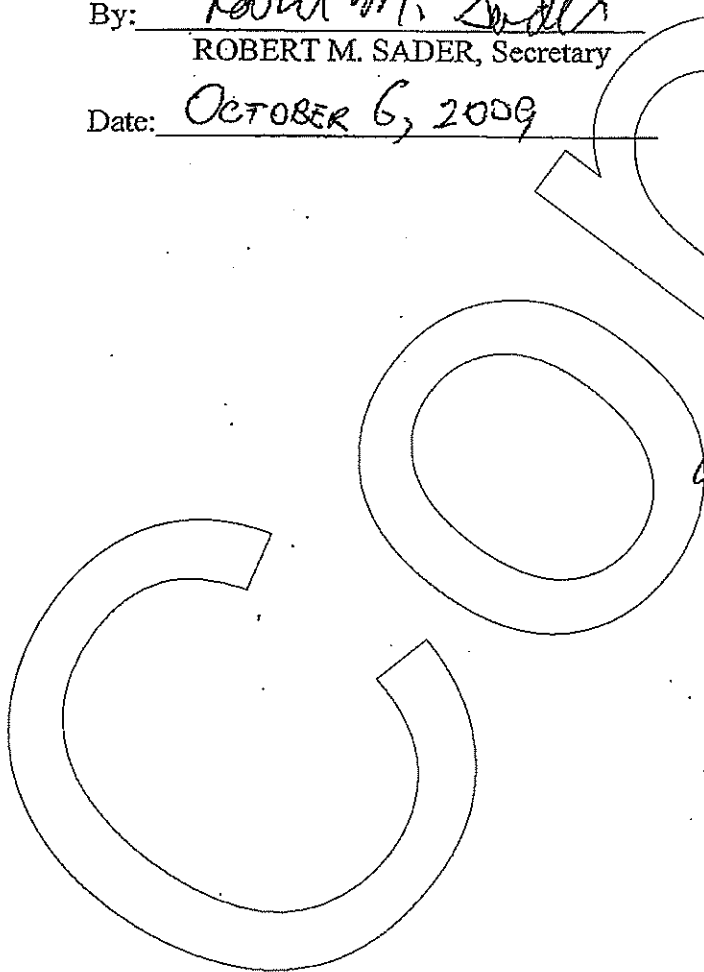
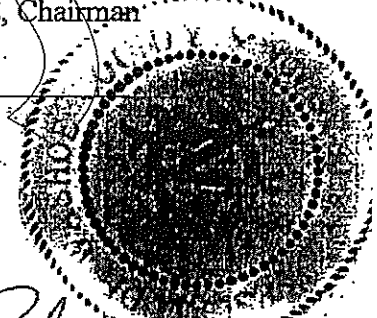
By: David Humke  
DAVID HUMKE, Chairman

Date: OCTOBER 6, 2009

Date: 11/10/09

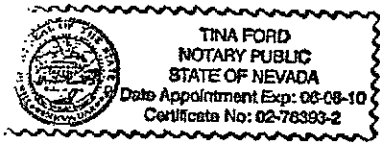
ATTEST:

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



STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

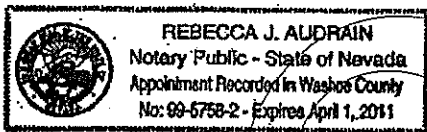
This instrument was acknowledged before me on OCTOBER 6, 2009 by ROBERT M. SADER, Secretary of Hawco Development Company, a Nevada corporation, as General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.



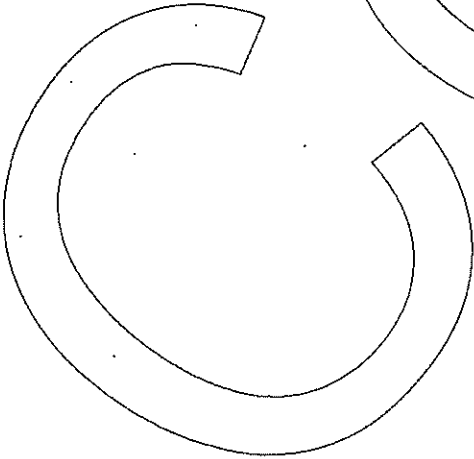
NOTARY PUBLIC: Tina Ford  
My Commission Expires: June 8, 2010

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on November 10, 2009 by DAVID HUMKE, as Ghairman 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



04-1205

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:

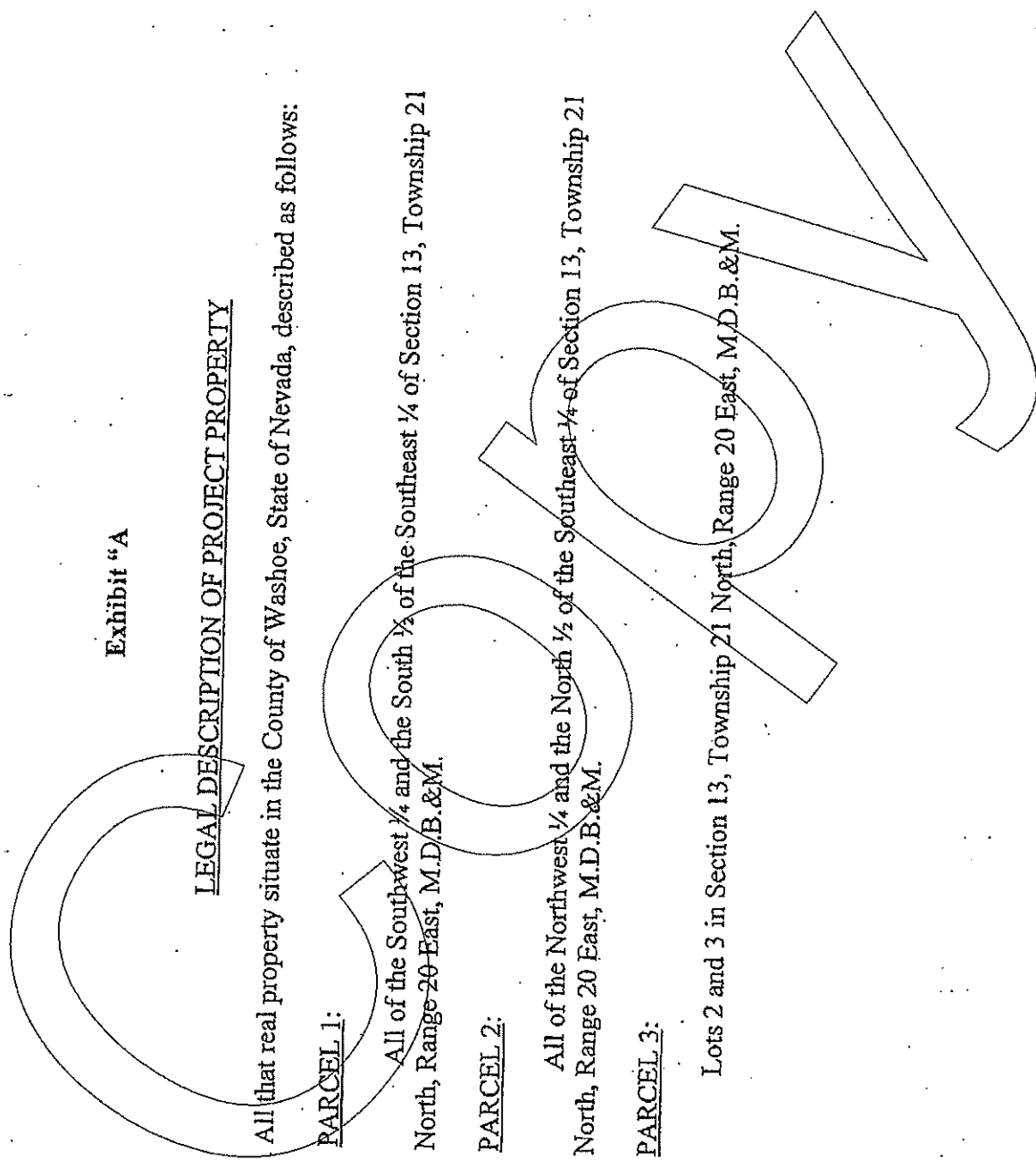
All of the Southwest  $\frac{1}{4}$  and the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 13, Township 21 North, Range 20 East, M.D.B.&M.

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.



**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:**

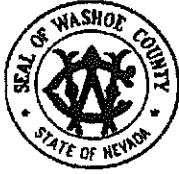
1. Amended and Restated Agreement
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

County of Washoe  
State of Nevada

Signed: [Signature]  
Title: OFFICE ASSISTANT I  
Date: 9-27-2010

Karin Kremers





## 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: 534-600-01, 534-600-02;  
076-290-44

Mail Tax Statements To:  
Spanish Springs Associates, L.P.  
550 West Plumb Lane, Suite B# 505  
Reno, NV 89509

Recording Requested by  
Community Services Department  
When recorded, return to:  
Washoe County Clerk's Office  
with copy to Community Services Department  
Planning and Development Division  
Building A, Second Floor  
Attn: Roger Pelham

**DOC # 4298929**

11/14/2013 08:57:48 AM  
Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 32



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

**ORDINANCE APPROVING SECOND AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT (Harris Ranch)**

SUMMARY: Approve a Development Agreement with Spanish Springs Associates, L.P. to extend the deadline for filing a final map in Tentative Map Case Number TM05-016 from December 7, 2013, until December 7, 2017, with a possible extension of two years until December 7, 2019, at the discretion of the Director of Planning and Development.

BILL NO. 1702

ORDINANCE NO. 1521

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207, APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC13-008 TO EXTEND THE PREVIOUS APPROVAL, BY THE BOARD OF COUNTY COMMISSIONERS, OF AMENDMENT OF CONDITIONS CASE NUMBER AC09-002 WHICH EXTENDED THE PREVIOUS DEVELOPMENT AGREEMENT CASE NUMBER DA07-002 FOR THE HARRIS RANCH SUBDIVISION, TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-016,

Amendment of Conditions AC13-008 for Development Agreement DA07-002  
(TM05-016 Harris Ranch)

WHICH WAS ORIGINALLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON DECEMBER 6, 2005. THE PURPOSE OF THE CURRENT AMENDMENT (SECOND AMENDED AND RESTATED AGREEMENT) TO THE DEVELOPMENT AGREEMENT IS TO EXTEND THE EXPIRATION OF THE TENTATIVE SUBDIVISION MAP FROM DECEMBER 7, 2013 UNTIL DECEMBER 7, 2017, WITH A POSSIBLE EXTENSION OF TWO YEARS UNTIL DECEMBER 7, 2019, AT THE DISCRETION OF THE DIRECTOR OF PLANNING AND DEVELOPMENT. THE PROJECT IS LOCATED ON THE EAST SIDE OF PYRAMID HIGHWAY, APPROXIMATELY 1200 FEET SOUTHEAST OF ITS INTERSECTION WITH ALAMOSA DRIVE AND WITHIN SECTIONS 11, 13 AND 14, TOWNSHIP 21N, RANGE 20E, MDM, WASHOE COUNTY, NEVADA (APNS: 534-600-01, 534-600-02 AND 076-290-44).

WHEREAS:

- A. A tentative subdivision map for the proposed Harris Ranch Subdivision was approved on or about December 7, 2005 as TM05-016; and
- B. The deadline for filing a final map under NRS 278.360 was extended to December 9, 2009 under a Development Agreement entered into and approved by the Board of County Commissioners on June 12, 2007 and recorded on August 16, 2007 as Document 3566290, Official Records of Washoe County; and
- C. The deadline for filing a final map was further extended to December 7, 2013, in an Amended and Restated Development Agreement dated November 9, 2009 and recorded on September 9, 2010, as Document 3926841, Official Records, Washoe County; and
- D. For good cause appearing, the Board of County Commissioners desires to further amend and restate the development agreement to further extend the deadline for filing a final map to December 7, 2017, with a possible further extension to December 7, 2019, 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;

Amendment of Conditions AC13-008 for Development Agreement DA07-002  
(TM05-016 Harris Ranch)



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

SECTION 1.

The "Second Amended and Restated Agreement (Harris Ranch)" 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.

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.

- 5. 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**

This ordinance was proposed on 10-22-13 by Commissioner Weber.

This ordinance was passed on 11-12-13.

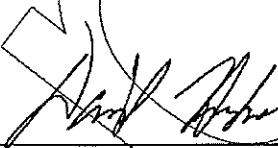
Those voting "aye" were Humke, Weber, Jung, Brakbiller, & Hartung

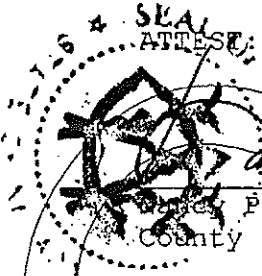
Those voting "nay" were NONE


Those absent were NONE

Those abstaining were NONE

This ordinance shall be in force and effect from and after the 2nd day of November, 2013.

  
 \_\_\_\_\_  
 David Humke, Chairman  
 Washoe County Commission  
 Washoe County, Nevada



  
 \_\_\_\_\_  
 Nancy L. Parent  
 County Clerk

**SECOND 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 534-600-01, 534-600-02 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 was approved by County in Case No. DA07-002. The Prior Agreement among other things provided for an extension of time for Landowner to record the first final map (the "Final Map") to December 7, 2009. On November 10, 2009 the parties entered into a certain Amended And Restated Agreement recorded on September 9, 2010 as Document No. 3926841 ("Amended Prior Agreement"), which amended the Prior Agreement and provided for a further extension of time for Landowner to record the Final Map to December 7, 2013. The Amended Prior Agreement was approved by County in Case No. AC09-002. The Amended 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 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 more recently 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. 534-600-01, 534-600-02 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 the earlier of the following: recordation of the first final map in a series or the date provided below. December 7, 2017, 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, 2017 to December 7, 2019 at the discretion of the Director of the Planning And Development Division of the Community Services Department 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.

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.

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 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]

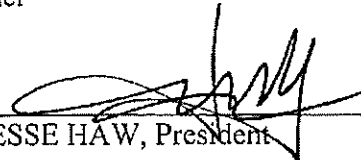
[Signature page to Development Agreement]

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:   
JESSE HAW, President

Date: 9-25-13

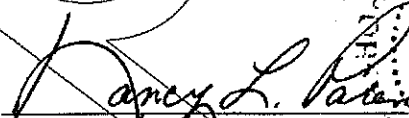
**COUNTY:**

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

By:   
DAVID HUMKE, Chairman

Date: 11-12-13

ATTEST:

  
NANCY PARENT, County Clerk

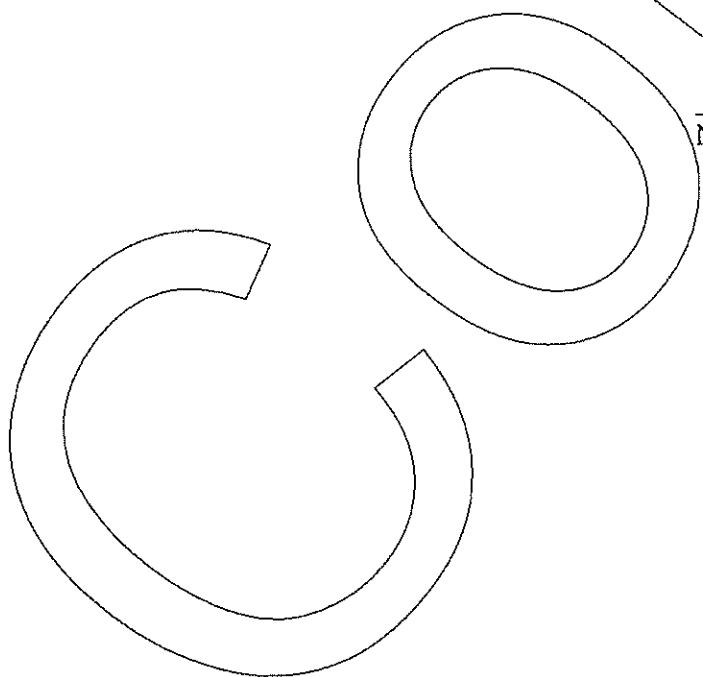
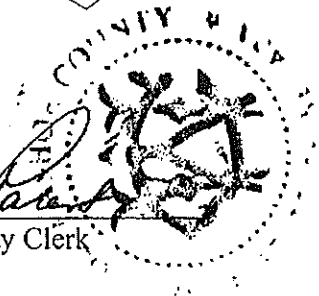




Exhibit "A"

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.

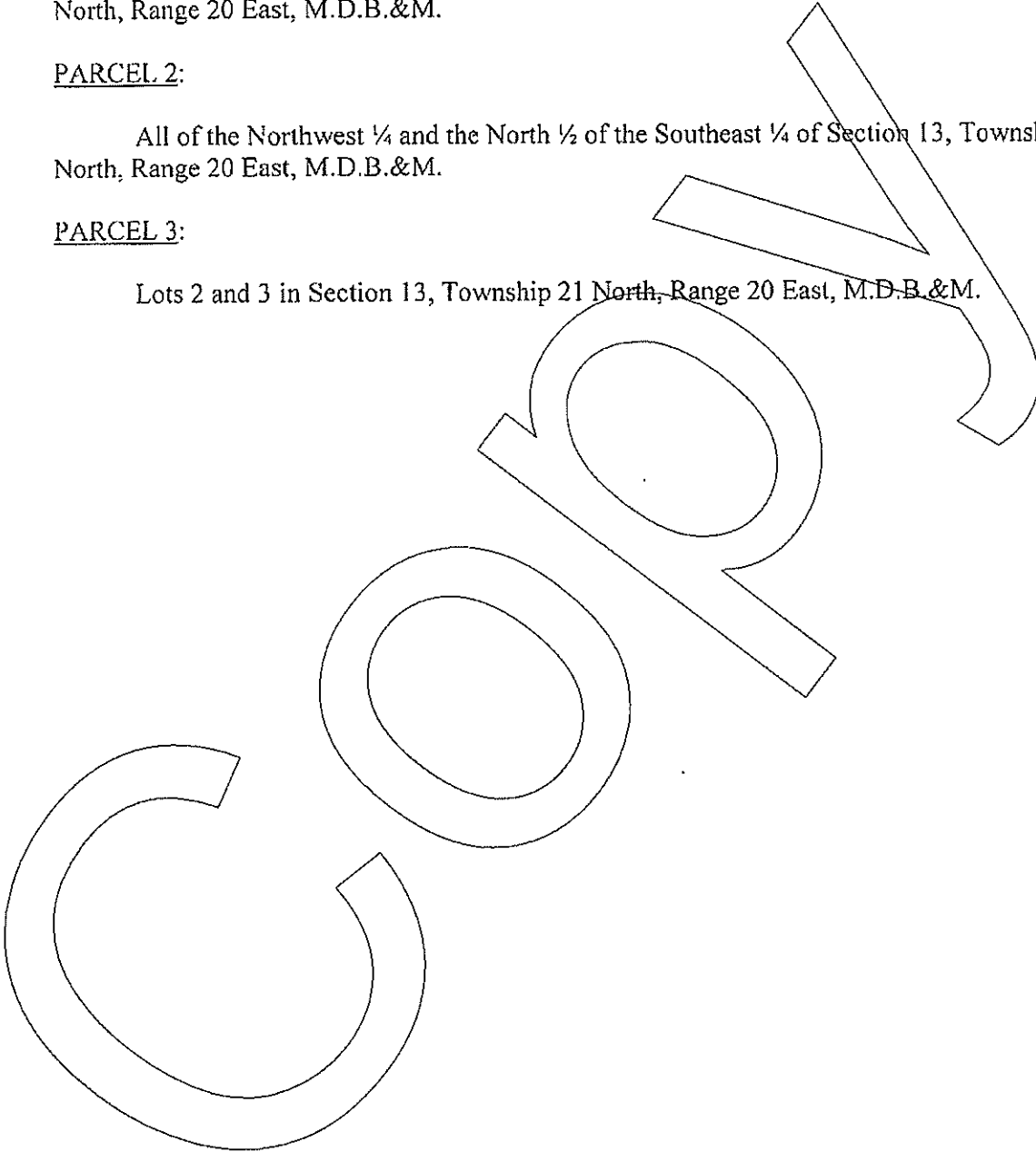


Exhibit "B"



Community Development

"Dedicated to Excellence in Public Service"  
Adrian P. Freund, AICP, Community Development Director



ACTION ORDER

December 7, 2005

Spanish Springs Associates Ltd. Partnership  
145 Isidor Court  
Sparks, NV 89436

Dear Applicant:

As filed with the Department of Community Development, the Washoe County Planning Commission, at its regular meeting of December 6, 2005, approved the following with thirty (30) conditions:

TENTATIVE SUBDIVISION MAP CASE FILE NO. TM05-016 (HARRIS RANCH SUBDIVISION) - To develop a 262-lot, single-family residential, common open space subdivision with lots ranging in size from 35,046 square feet to 10.58 acres, with an average lot size of 1.39 acres, as authorized in Articles 408 and 608 of the Washoe County Development Code. The project includes a total of three contiguous parcels located east of Pyramid Highway (SR445), approximately 1,200 feet southeast of its intersection with Alamosa Drive. The parcels total approximately 554.83 acres and have mixed land use designations including Low Density Suburban (LDS, ±552.14 acres) and Low Density Rural (LDR, ±2.73 acres). The parcels are located within the Spanish Springs Area Plan, and are situated in portions of Sections 11, 13 and 14, T21N, R20E, MDM, Washoe County, Nevada. The property is located in the Spanish Springs Citizen Advisory Board boundary and Washoe County Commission District No. 4. (APNs: 076-360-02, 076-360-03, 076-290-44)

The approval of the tentative subdivision map was based on the following findings:

1. Plan Consistency. That the proposed map is consistent with the Comprehensive Plan and the Spanish Springs Area Plan and the Spanish Springs Area Plan modifiers;
2. Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Comprehensive Plan and any specific plan;
3. Type of Development. That the site is physically suited for the type of development proposed;
4. Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
5. Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;

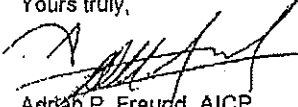
Post Office Box 11130, Reno, NV 89520-0027 - 1001 E. Ninth St., Reno, NV 89512  
Telephone: 775.328.3600 - Fax: 775.328.3648  
www.washoecounty.us/comdev/  
"Your Community Development Department"

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 2

6. Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems;
7. Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;
8. Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles;
9. Dedications. That any land or improvements to be dedicated to the County is consistent with the Comprehensive Plan;
10. Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision; and
11. Reasoned Consideration. That the Planning Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

Unless appeals are filed in the time period stipulated in the Washoe County Development Code, the decision by the Planning Commission is final.

Yours truly,

  
Adrian P. Freund, AICP  
Director and Secretary to the Planning Commission

APF/RP/cm (TM05-016f1)

xc: K Krater Consulting, Attn: Ken Krater, 571 Ridge Street, Reno, NV 89501

C&M Engineering, Attn: David Pulley, 9498 Double R Boulevard, Suite B, Reno, NV 89521

Robert M. Sader, 8600 Technology Way, Suite 101, Reno, NV 89521

Blaine Cartledge, Deputy District Attorney; Steve Churchfield, Chief Appraiser, Assessor's Office; Marge Clausen, Assessor's Office (CAAS); David Lindsey, Department of Water Resources; Engineering Division; Regional Transportation Commission, Post Office Box 30002, Reno, NV 89520; Nevada Division of Environmental Protection, 333 West Nye Lane, Suite 138, Carson City, NV 89706; Chair, Spanish Springs Citizen Advisory Board; City of Sparks Department of Community Development

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 3

**STANDARD CONSIDERATIONS FOR SUBDIVISIONS**  
**Nevada Revised Statutes 278.349**

Pursuant to NRS 278.349, when contemplating action on a tentative subdivision map, the governing body, or the planning commission if it is authorized to take final action on a tentative map, shall consider:

- (a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- (b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
- (c) The availability and accessibility of utilities;
- (d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
- (e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
- (f) General conformity with the governing body's master plan of streets and highways;
- (g) The effect of the proposed subdivision on existing public streets and the need for new streets and highways to serve the subdivision;
- (h) Physical characteristics of the land such as floodplain, slope and soil; and
- (i) The recommendations and comments of those entities reviewing the tentative map pursuant to NRS 278.330 and 278.335.

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 4

**CONDITIONS FOR  
TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-016  
HARRIS RANCH SUBDIVISION  
(As approved by the Washoe County Planning Commission on December 6, 2005)**

**\*\*\*IMPORTANT — PLEASE READ\*\*\***

**INSTRUCTIONS**

THE TENTATIVE MAP APPROVAL ALLOWS THE SUBDIVIDER TO PROCEED WITH FULFILLING THE CONDITIONS OF APPROVAL AND RECORD A FINAL MAP FOR ALL, OR PORTIONS OF, THE DEVELOPMENT WITHIN TWO (2) YEARS FROM THE DATE OF THE PLANNING COMMISSION ACTION. FAILURE TO RECORD THE FIRST FINAL MAP WITHIN TWO (2) YEARS OF THE PLANNING COMMISSION ACTION, OR FAILURE TO RECORD THE LATEST MAP IN A SERIES WITHIN ONE (1) YEAR AFTER THE DATE OF THE MOST RECENTLY RECORDED MAP, SHALL TERMINATE ALL PROCEEDINGS CONCERNING THE SUBDIVISION.

UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE APPLICANT SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.

A COPY OF ALL AGREEMENTS, EASEMENTS OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION, DEPARTMENT OF WATER RESOURCES AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT STAFF AT LEAST SIXTY (60) DAYS BEFORE THE ANTICIPATED DATE OF THE FINAL MAP RECORDATION TO REVIEW SCHEDULING REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES.

REQUESTS FOR EXTENSION OF TIME FOR SUBSEQUENT FINAL MAPS MUST BE SUBMITTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP.

COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

Letter to: Spanish Springs Associates Limited Partnership  
 Subject: Tentative Subdivision Map No. TM05-016  
 Date: December 7, 2005  
 Page: 5

A COPY OF THE FINAL ORDER FOR THE APPROVAL OF THE TENTATIVE MAP SHALL BE ATTACHED TO ALL PHASES/UNITS SUBMITTALS FOR FINAL MAP REVIEW SIXTY (60) DAYS PRIOR TO RECORDATION.

FOR THE PURPOSES OF CONDITIONS IMPOSED BY WASHOE COUNTY, "MAY" IS PERMISSIVE, AND "SHALL" OR "MUST" IS MANDATORY.

**GENERAL CONDITIONS**

- The subdivision shall be in substantial compliance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps. The following note shall be placed on all final maps.

Regulatory Zone for Review Purposes as of November, 2005	Land Use Designations (Max. 1 unit/acre)
Minimum Lot Area Required	35,000 square feet
Minimum Lot Width	120 feet
Minimum Front Yard	30 feet
Minimum Side Yard	12 feet
Minimum Rear Yard	30 feet
Maximum Building Height	35 feet

Note: Variances to these standards may be processed per Washoe County Code.

The Department of Community Development shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
 Where/How Condition is Satisfied: \_\_\_\_\_

- Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
 Where/How Condition is Satisfied: \_\_\_\_\_

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 6

- 3. The subdivider shall present to Washoe County, a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within two years after the date of approval of the tentative map or within one year of the date of approval for subsequent final maps. On subsequent final maps, that date may be extended by one year if the extension request is received prior to the expiration date. Since only a 2.73-acre portion of APN 076-290-44 is included in the tentative map, the remaining portion of APN 076-290-44 shall not be a part of any final map submitted.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

- 4. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority. Substantial compliance shall be determined by the applicable agency and the Department of Community Development.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

- 5. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Department of Water Resources and Engineering Division a complete set of reproducible, as-built construction drawings prepared by a civil engineer registered in the State of Nevada.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

- 6. A note shall be placed on all grading plans and construction drawings stating:

NOTE

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the State Historic Preservation Office of the Department of Museums, Library and Arts, shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.

The Department of Community Development shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 7

- 7. The final map shall designate faults that have been active during the Holocene epoch of geological time and the final map shall contain the following note:

**NOTE**

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time.

The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

- 8. The developer and all successors shall direct any potential purchaser of the site to meet with the Department of Community Development to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Community Development of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

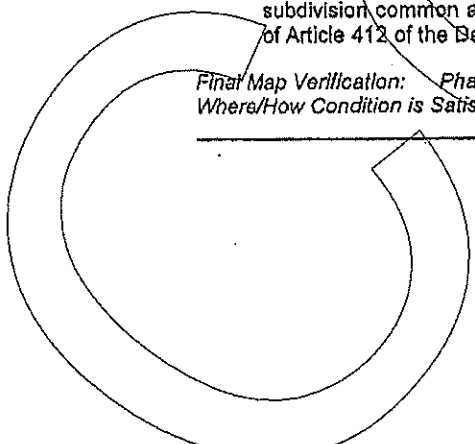
- 9. Construction hours shall be limited to 7 AM to 6 PM, Monday through Saturday only. Machinery and construction vehicles shall not be started, or arrive on site, prior to 7 AM, with the exception of concrete pours. Interior finish work, within enclosed structures may proceed at all hours, provided that there are no noise emissions audible at any subdivision property line developed with a residence. Compliance with this condition shall be determined by the Department of Community Development.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

**LANDSCAPING AND COMMON OPEN SPACE**

- 10. Prior to any ground disturbing activity or finalization of a final map, the developer shall submit a landscaping plan to the Department of Community Development that identifies the location and number of trees that will be removed as a result of this project. The plan shall show at least two trees planted and permanently irrigated within the subdivision common area for each tree removed. New trees shall meet all requirements of Article 412 of the Development Code.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_





Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 8

- 11. Prior to any ground disturbing activity or finalization of a final map, the developer shall submit a landscaping plan to the Design Review Committee for an entry area to the subdivision that includes at least 78 trees and creates a sense of entry into the subdivision and a sense of place. All trees and plants shall be permanently irrigated. The entry area shall be located within the subdivision common area. All trees shall meet all requirements of Article 412 of the Development Code.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

- 12. A certification letter or series of letters by a landscape architect registered in the State of Nevada shall be submitted to the Department of Community Development. The letter(s) shall certify that all applicable landscaping provisions of Articles 408, 410 and 412 of the Development Code have been met. Any landscaping plans and the letter shall be wet-stamped. The letter shall indicate any provisions of the code that the Director of Community Development has waived. The Department of Community Development shall be responsible for determining compliance with this condition.

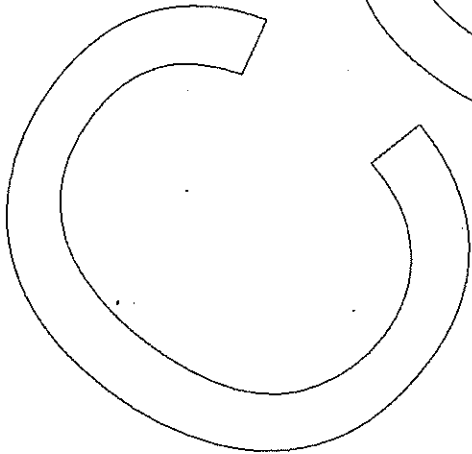
Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

- 13. All open space on the final map shall be identified as common area or open space that will be dedicated to a public entity. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and common areas shall reflect perpetual dedication for that purpose. The County Engineer shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

- 14. The maintenance of the common areas shall be addressed in the CC&Rs. The Department of Community Development shall be responsible for determining compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_



Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM06-016  
Date: December 7, 2006  
Page: 9

- 15. Mass grading shall be prohibited in the common areas on the north and east of the subdivision. The final map shall indicate building envelopes not greater than two acres in size on each of the large parcels (±9.9 acres) on the north and east of the subdivision. Grading on the large parcels (±9.9 acres) to the north and east of the subdivision shall be limited to the proposed building envelope only. Native vegetation within the common areas shall be preserved to the greatest practical extent. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

- 16. The applicant shall provide a public trail easement for pedestrian, equestrian, and off-road bicycle use along the southern property line to connect Pyramid Highway to the open space surrounding Sugarloaf peak. Compliance with this condition shall be determined by the Department of Community Development.

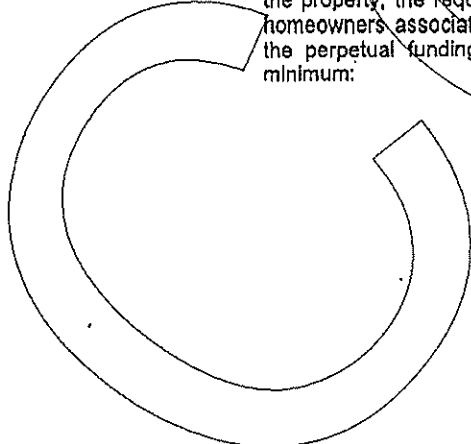
Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

- 17. The design of the subdivision shall be modified such that the cul-de-sac to the south of Spanish Ranch Circle is eliminated, and additional lots are created to the north of Pah Rah Ridge Road, as indicated in the revised site plan attached to the staff report. Compliance with this condition shall be determined by the Department of Community Development.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

**CONDITIONS, COVENANTS AND RESTRICTIONS**

- 18. Conditions, covenants, and restrictions (CC&Rs) shall be reviewed and approved by the District Attorney of Washoe County prior to final map approval. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney. In order to verify the inclusion of all segments of the CC&Rs in which the County has interest, the applicant shall mark ("flag") the necessary portions for review on the submitted document. If the CC&Rs are not recorded on the entire property, subsequent phases will be annexed to the previously-recorded CC&Rs. Said CC&Rs shall specifically address: the ability of the County to enforce certain provisions against the property; the requirement that all phases of the subdivision be a part of the same homeowners association, and the responsibilities of the individual property owners for the perpetual funding, maintenance, and replacement; of the following items, at a minimum:



Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 10

- a. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain for a period of three (3) years, regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:
  - 1) Vegetation management;
  - 2) Watershed management;
  - 3) Debris and litter removal;
  - 4) Fire access and suppression;
  - 5) Maintenance of public access and/or maintenance of limitations to public access.
- b. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
- c. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and common areas shall reflect perpetual dedication for that purpose. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the Department of Community Development and the District Attorney's Office.
- d. The project and adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
- e. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
- f. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
- g. No motorized vehicles shall be allowed on the platted common area.
- h. Washoe County will not assume responsibility for maintenance of the private street system of the development nor will Washoe County accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.
- i. Mandatory solid waste collection.
- j. Fence material (if any), height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.
- k. The common open space owned by the homeowners association shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed shall be presented with the CC&Rs for review by the

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-018  
Date: December 7, 2005  
Page: 11

Community Development staff and the District Attorney.

i. Disclosure of the location, nature of operations, and possible impacts associated with the Donovan Aggregate Pit located adjacent to the south property line of the subdivision.

m. Include the following note:

In order to prevent adult flies emerging from animal waste, the District Health Regulations Governing Solid Waste Management, states that all manure generated by domestic animals, shall be picked up and removed weekly (050.150). Additionally, all manure, prior to weekly removal shall be stored in such a manner that there shall be no escape of odor, no attraction, harborage, or breeding of vectors or vermin, and no creation of nuisance (050.155). Additionally, the use of reclaimed wastewater for irrigation such as pastures shall be pursued to the extent that such use is efficient use of water resources with no standing water to pond longer than 48 hours (040.038 District Health Regulations Governing Vector-Borne Diseases). The pasture mosquito completes its life cycle from egg to adult within 4 days (96 hours).

n. Maintenance of common pasture areas.

o. Maintenance of and snow removal on the emergency access road.

p. Include the following note as a disclosure to all homeowners:

No permanent structures (including rockery or retaining walls, buildings, etc.) shall be allowed within or upon any County maintained utility easement.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition Is Satisfied: \_\_\_\_\_

**FIRE DEPARTMENT CONDITIONS**

19. The following conditions shall be completed to the satisfaction of the Reno Fire Department. A letter shall be provided to the Department of Community Development indicating approval of the final subdivision plans from the Reno Fire Department prior to the recordation of a final map:

a. All roads shall be a minimum of 34 feet from front face of curb to front face of curb. Narrower streets may be allowed, if on-street parking is appropriately controlled. If narrower streets are allowed, the applicant shall include all required "no parking" signs within the subdivision improvement agreement with the County Engineer and shall provide financial assurances for completion of those improvements.

b. Hydrants shall be installed with the required fire flows per chapter 60 of the Washoe County Code.

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 12

- c. Cul-de-sacs shall be a minimum of 100 feet in diameter from front face of curb to front face of curb.
- d. The emergency access road shall have a minimum width of 20 feet of pavement and be maintained by the developer or the homeowners association this shall also include snow removal.
- e. The emergency access road may also be gated as set forth in the Reno Fire Department Policy.

**DEPARTMENT OF WATER RESOURCES CONDITIONS**

20. The following conditions shall be completed to the satisfaction of the Department of Water Resources (DWR) prior to the recordation of a final map:
- a. The applicant shall dedicate necessary water rights prior to issuance of a Will-Serve letter by the DWR. A valid Will-Serve letter is a prerequisite to approval and recordation of a final subdivision map. Necessary processing of water rights prior to the issuance of a Will-serve Letter may take six months or longer. The dedication of water rights shall be in accordance with Article 422, the Spanish Springs Area Plan and the terms of the Wholesale Agreement between Washoe County and Truckee Meadows Water Authority (TMWA). Water rights must be in good standing with the State of Nevada Division of Water Resources; and the point of diversion, place and manner of use must be acceptable to the DWR.
  - b. Per the inter-local agreement between the City of Sparks and Washoe County, the applicant shall pay to the City of Sparks the sewer connection fees as identified in the agreement. The applicant must provide a receipt of payment to Washoe County prior to release of building permit.
  - c. The Developer shall pay \$75.00 per lot to the DWR as their prorated share of the ongoing water and sewer facility plan for the Spanish Springs Valley prior to signature on each final map.
  - d. Fees for improvement plan checking and construction inspection shall be in accordance with Washoe County ordinance and paid prior to signature on each final map.
  - e. Improvement plans shall be in compliance with Washoe County Design Standards. A Professional Engineer licensed to practice in the State of Nevada must design the improvement drawings.
  - f. The Applicant shall submit an electronic copy of the street and lot layout for each final map at time of submittal.
  - g. The Developer shall construct and/or provide the financial assurance for the construction of the on-site and off-site water distribution and the sanitary sewer.

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 13

collection systems prior to signature on each final map. The financial assurance must be in a form and amount acceptable to the DWR.

- h. DWR approved improvement plans shall be used for the construction of the water distribution and sanitary sewer collection systems. The DWR will be responsible to inspect the construction of the water distribution and sanitary sewer collection systems or appurtenant facilities.
- i. The water distribution system and sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of a final map.
- j. Easements and real property for all water distribution, sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County along with the recordation of a final map.
- k. A master sanitary sewer report for the entire tentative map shall be prepared and submitted by the applicant's engineer at the time of the initial submittal for the first final map which addresses:
  - 1. the estimated sewage flows generated by this project,
  - 2. projected sewage flows from potential or existing development within tributary areas,
  - 3. the impact on capacity of existing infrastructure,
  - 4. slope of pipe, invert elevation and rim elevation for all manholes,
  - 5. and proposed collection line sizes, on-site and off-site alignment, and half full velocities.
- l. All fees shall be paid for each service prior to signature on each final map in accordance with applicable ordinances.
- m. No Certificates of Occupancy will be issued until all potable water and sanitary sewer facilities, necessary to serve each final map, have been completed and accepted for operation and maintenance by the DWR.
- n. The developer's engineer shall submit a plan or letter from the appropriate fire agency identifying the approved fire hydrant locations and indicating the fire flow and duration required for each final map. This information must accompany the water system improvements plans when submitted for initial review.

**GENERAL ENGINEERING CONDITIONS**

- 21. Compliance with the following conditions shall be determined by the County Engineer:
  - a. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-018  
Date: December 7, 2005  
Page: 14

- b. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the water and sewer provider(s) and Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- c. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
- d. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements. The County Engineer shall determine compliance with this condition.
- e. All open space shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the homeowners association. The County Engineer shall determine compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- f. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate. The County Engineer shall determine compliance with this condition.
- g. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project. The County Engineer shall determine compliance with this condition.
- h. All existing overhead utility lines shall be placed underground, except electric transmission lines greater than 100 kilovolts, which can remain above ground. The County Engineer shall determine compliance with this condition.
- i. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMPs) and shall include detailed plans for grading and drainage for lots, project roadways, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. A conceptual grading and drainage scheme shall be indicated for each lot on the grading plan. If drainage from one lot to another is proposed, then appropriate drainage easements shall be provided. Disposal of any excavated material onsite shall be indicated on the grading plans. The County Engineer shall determine compliance with this condition.
- j. The portion of the emergency access road from Pyramid Highway to the west boundary of the project shall be constructed to Washoe County standards for

Letter to: Spanish Springs Associates Limited Partnership  
 Subject: Tentative Subdivision Map No. TM05-016  
 Date: December 7, 2006  
 Page: 15

private roads, including a permanent turnaround. From the permanent turnaround to Spanish Ranch Circle, the emergency access road shall be constructed to permanent emergency road standards and shall include a gate to restrict unauthorized access. The project homeowners association will be responsible for the maintenance of the emergency access road from Pyramid Highway to Spanish Ranch Circle. The County Engineer shall determine compliance with this condition.

**DRAINAGE (COUNTY CODE 110.420)**

22. Compliance with the following conditions shall be determined by the County Engineer:
- a. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
  - b. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.
  - c. Prior to finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
  - d. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts to the satisfaction of the Engineering Division.
  - e. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering Division.
  - f. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map. The County Engineer shall determine compliance with this condition.
  - g. In medians with irrigated landscaping adjacent to the curb, a subdrain system shall be installed a minimum of one foot behind the back face of curb to intercept drainage from the landscaping. The system shall be tied to the storm drain system or an acceptable alternative drainage system. The County Engineer shall determine compliance with this condition.
  - h. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street; these flows shall be intercepted by an acceptable storm drain



Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 16

Inlet and routed into the storm drain system. The County Engineer shall determine compliance with this condition.

- i. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowners association. As an alternative to a homeowners association, the developer may request the establishment of a County Utility Service Area under which fees would be paid for maintenance of the proposed storm drainage detention facility. The fee amount will be based on the additional service above that normally provided by the County to maintain new stormwater facilities dedicated by the developer (i.e., curb and gutter, drop inlets and piping). The County Engineer shall determine compliance with this condition. The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- j. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination shall be based on a geotechnical analysis of the channel soil, proposed channel lining and channel cross section, and it shall be in accordance with acceptable engineering publications/calculations. Appropriate linings shall be provided for all proposed channels and open ditches such that the 100-year flows do not exceed the maximum permissible flow velocity. The County Engineer shall determine compliance with this condition.
- k. All slopes steeper than 3:1 shall be mechanically stabilized to control erosion. As an alternative to riprap, an engineered solution (geofabric, etc.) may be acceptable. The County Engineer shall determine compliance with this condition.
- l. A note on all affected final maps shall state that the owner, buyers, assigns or interest holders of any lots hereon, hereby agree that all existing irrigation flows crossing these parcels shall be perpetuated. Any legal rights to water from the ditches crossing this property shall be honored and the right of access for maintenance and operation will not be denied to valid holders of those rights. The County Engineer shall determine compliance with this condition.
- m. Maintenance access and drainage easements shall be provided for all existing and proposed drainage facilities. The County Engineer shall determine compliance with this condition.
- n. Any storm water currently passing through parcels downstream of the project site must be contained in pipes or open channels in accordance with Washoe County Standards or be engineered to pass through the parcels maintaining the same flow characteristics as the pre-development flows. If The County Engineer shall determine compliance with this condition.
- o. Drainage easements shall be provided across individual lots on the official map for all storm runoff that crosses more than one lot. The County Engineer shall determine compliance with this condition.

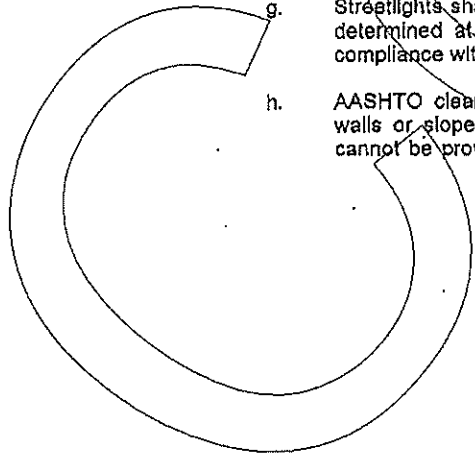
Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 17

- p. Common area drainage onto residential lots shall be intercepted and routed to appropriate storm drainage facilities. The County Engineer shall determine compliance with this condition.

**TRAFFIC AND ROADWAY (COUNTY CODE 110.436)**

23: Compliance with the following conditions shall be determined by the County Engineer:

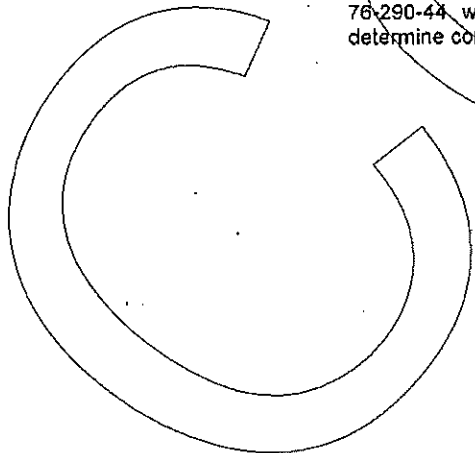
- a. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.
- b. An Occupancy Permit shall be obtained from the Nevada Department of Transportation (NDOT) for access to, from or under roads and highways maintained by NDOT, and a copy of said permit shall be submitted to the County Engineer prior to finalization of the affected final map.
- c. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- d. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet American Association of State Highway and Transportation Officials (AASHTO) sight distances and safety guidelines. No tree shall overhang the curb line of any public street. The County Engineer shall determine compliance with this condition.
- e. A note on each affected final map shall state that no direct access from individual lots shall be allowed onto Harris Ranch Parkway north of the intersection with Sugarloaf Peak Drive. The County Engineer shall determine compliance with this condition. This note shall also be included in the CC&Rs to the satisfaction of the District Attorney's Office.
- f. For any utilities placed in existing County streets, the streets shall be repaired to the satisfaction of the County Engineer. At a minimum, this will require full depth removal and replacement of asphalt for half the street width, or replacement of non-woven pavement reinforcing fabric with a 2" asphalt overlay for half the street width. Type II slurry seal is required for the entire street width with either option. Full width street improvements may be required if the proposed utility location is too close to the centerline of the existing street.
- g. Streetlights shall be constructed to Washoe County standards at locations to be determined at the final design stage. The County Engineer shall determine compliance with this condition.
- h. AASHTO clear zones shall be determined for all streets adjacent to retaining walls or slopes steeper than 3:1. If a recoverable or traversable clear zone cannot be provided, an analysis to determine if barriers are warranted shall be



Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 18

submitted for approval. The County Engineer shall determine compliance with this condition.

- i. All retaining walls that are adjacent to, provide support for or retain soil from the County right-of-way shall be constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada. The County Engineer shall determine compliance with this condition.
- j. No retaining walls that retain soil from the County right-of-way or private right-of-way shall be located within a plowed snow storage easement. The County Engineer shall determine compliance with this condition.
- k. With the first unit, a northbound to eastbound right-turn lane at the Pyramid Highway/Alamosa Drive intersection shall be provided with a minimum of 545 feet of deceleration length. The County Engineer shall determine compliance with this condition.
- l. A traffic study submitted with the first final map application shall include an evaluation of when traffic warrants will require the installation of a traffic signal or other improvements to the satisfaction of the County Engineer at the intersection of Alamosa Drive and Pyramid Highway. The warrants shall be based on meeting the County Standard of Level of Service "C." The developer shall provide a bond as part of the first final map submittals to guarantee the signal construction. The signal shall be constructed with final map that includes the 200<sup>th</sup> lot. The traffic study shall also include an analysis of the need for a right-turn acceleration lane onto Pyramid Highway from Alamosa Drive. If warranted the lane shall be constructed with the final map that includes the 200<sup>th</sup> lot. The County Engineer shall determine compliance with this condition.
- m. Because of the lengths of Spanish Ranch Circle, Pah Rah Ridge Road, Harris Ranch Parkway, and Sugarloaf Peak Road, it is expected that traffic calming speed humps will be required in accordance with the adopted County speed hump policy. A bond, the amount of which will be based on the County's estimate of the number of speed humps needed, will be submitted with the final map that includes the 200<sup>th</sup> lot. The bond will remain in force for a period of time equal to five years after acceptance by the County of the street improvements for the final subdivision phase. The County Engineer shall determine when the speed humps are to be constructed.
- n. A relocatable roadway access easement connecting Campo Rico Lane to either Harris Ranch Parkway or Alamosa Drive shall be provided across APN No. 76-290-44 with the first final map submittal. The County Engineer shall determine compliance with this condition.



Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 19

PARKS AND OPEN SPACE CONDITIONS

24. A trail connection along the southern property line of the project from Pyramid Way to the southeast corner of the development must be provided to tie into the existing and proposed regional trails network. The goal is to provide connectivity between BLM land (Hungry Valley area), Sugarloaf Peak (Griffith Canyon area) and ultimately to the proposed Spanish Springs (Golden Eagle) Regional Park, as well as other parks in the area. Compliance with this condition shall be determined by the Department of Community Development and the Department of Regional Parks and Open Space.

REGIONAL TRANSPORTATION CONDITIONS

25. The following conditions shall be completed to the satisfaction of the Regional Transportation Commission, prior to the recordation of a final map:
- a. The policy level of service (LOS) standard for Pyramid Highway is LOS C. Policy LOS for intersections shall be designed to provide a LOS consistent with maintaining the policy LOS of the intersection corridor. This project shall be required to meet all the conditions necessary to complete road improvements to maintain policy LOS standards.
  - b. The applicant shall make the intersection improvements as recommended in the submitted traffic study.

VECTOR CONTROL CONDITIONS

26. The applicant shall construct low flow channels, conforming to vector standards, connecting the inlet to the outlet pipe in all detention basins. The Health Department Vector Control Program shall be responsible for determining compliance with this condition.
27. Common areas containing turf grass shall conform to District Health Regulations governing landscaping (040.061). The Health Department Vector Control Program shall be responsible for determining compliance with this condition.
28. All open drainage channels shall be designed with a low-flow channel for nuisance flow to avoid ponding. Maintenance of these channels shall be included in the CC&Rs and shall be acceptable to the District Health Department. The Health Department Vector Control Program shall be responsible for determining compliance with this condition.

WASHOE-STOREY CONSERVATION DISTRICT CONDITIONS

29. A review letter from the Washoe-Storey Conservation District (WSCD) shall be submitted to the County Engineer prior to the "red line" meeting. The WSCD recommendations shall be implemented with the appropriate design/specifications included in the construction drawings to the satisfaction of the County Engineer. The County Engineer shall be responsible for determining compliance with this condition.

Letter to: Spanish Springs Associates Limited Partnership  
Subject: Tentative Subdivision Map No. TM05-016  
Date: December 7, 2005  
Page: 20

30. The applicant shall construct an earthen berm not to exceed six feet in height inside the rear property lines of lots 35 through 47. The slope of the berm shall not be steeper than 3:1 and the berm shall be revegetated with native vegetation, including juniper tree seeds. The berm shall undulate in height from four feet to six feet in height and shall meander to avoid a linear appearance. The Department of Community Development shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_

END OF CONDITIONS

COPY



# WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
LAWRENCE R. BURTNES, 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 DeLena, Deputy Clerk*  
Signature

11-14-13  
Date

*JAIME DELENA*  
Printed Name

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

**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

**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

( for Recorder's use only )

**Mail Tax Statement to:**

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

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 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)

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:

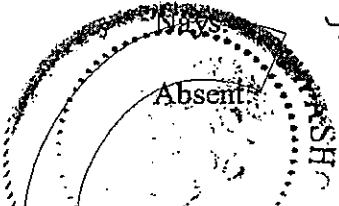
Ayes: Humke, Larkin, Weber, Jung, Kraternitz

none

none

David E. Humke

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

000970



**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 rescored 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

07-12-05

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.

09-11-2003

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.

09-18-05

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

09-12-03

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.

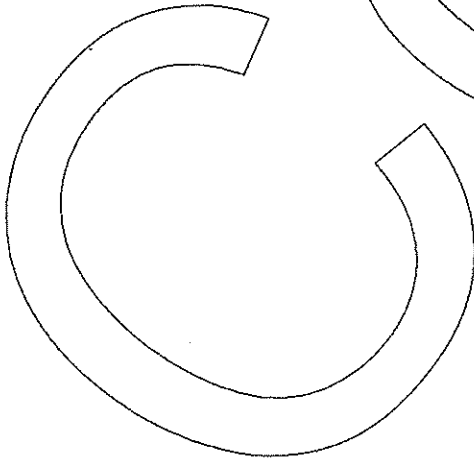
3.8 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

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]



09-1203

[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:**

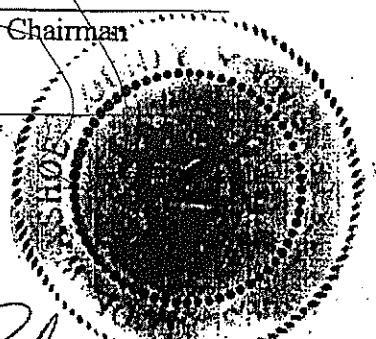
**COUNTY OF WASHOE, a political subdivision of the State of Nevada, by its BOARD OF WASHOE COUNTY COMMISSIONERS**

By: David Humke  
DAVID HUMKE, Chairman

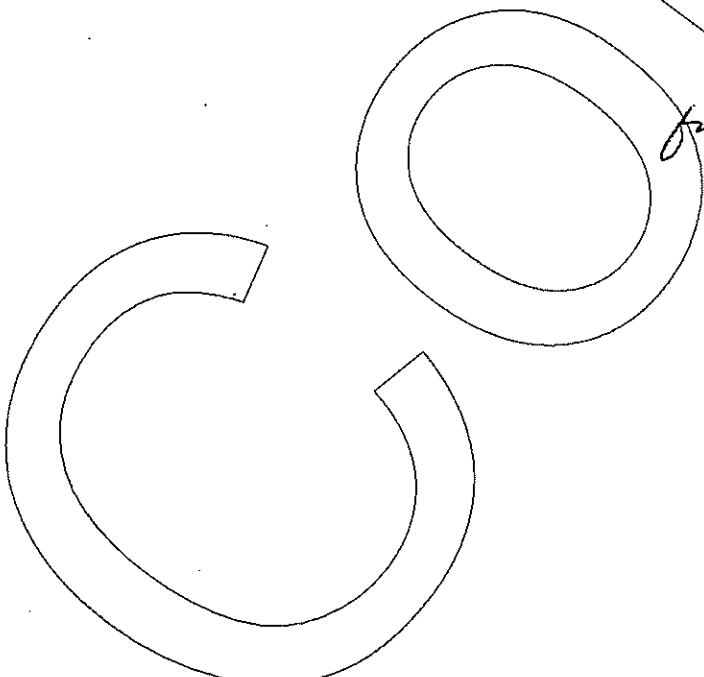
Date: 11/10/09

ATTEST:

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

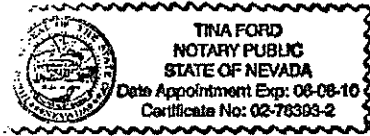


09-1203



STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

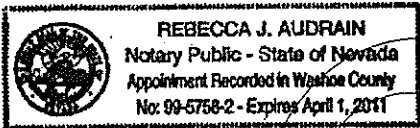
This instrument was acknowledged before me on OCTOBER 6, 2009 by ROBERT M. SADER, Secretary of Hawco Development Company, a Nevada corporation, as General Partner of Spanish Springs Associates Limited Partnership, a Nevada limited partnership.



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

04-12-05

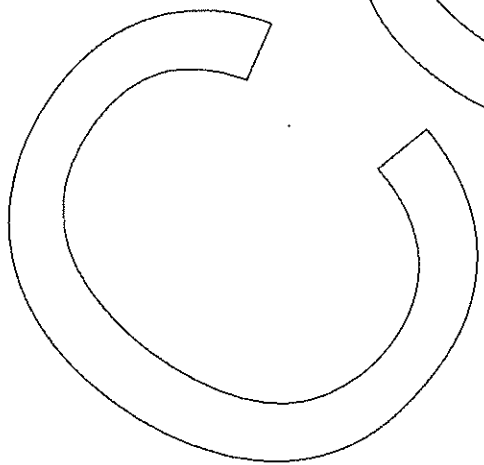


Exhibit "A"

LEGAL DESCRIPTION OF PROJECT PROPERTY

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

PARCEL 1:

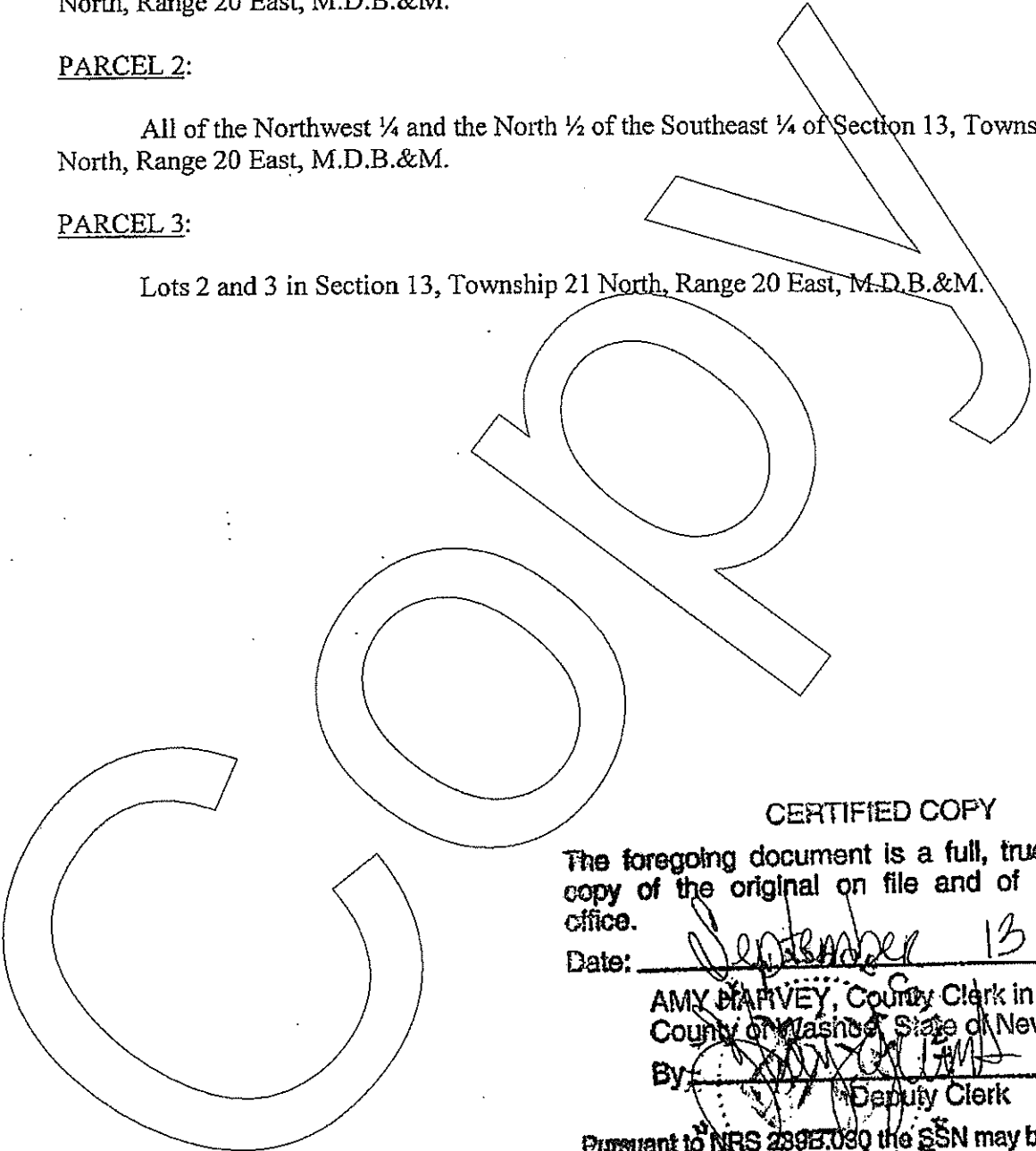
All of the Southwest ¼ and the South ½ of the Southeast ¼ of Section 13, Township 21 North, Range 20 East, M.D.B.&M.

PARCEL 2:

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

PARCEL 3:

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



D9-1203

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 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 Sellaera  
Signature

9-15-10  
Date

JAIME Sellaera  
Printed Name

**DOC # 3924761**

09/22/2010 08:19:20 AM

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



( for Recorder's use only )

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

**Recording Requested by:**

Name: Washoe County Clerk

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**When Recorded Mail to:**

Name: Washoe County Clerks Office

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Mail Tax Statement to:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Ordinance No. 1335  
( Title of Document )

**Please complete Affirmation Statement below:**

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

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law;

(State specific law)

Stacy Gonzales  
Signature

Deputy Clerk  
Title

Stacy Gonzales  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

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

BILL NO. 1515

ORDINANCE NO. 1335

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

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

SECTION 1.

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

Proposed on the 12<sup>th</sup> day of June, 2007.  
Proposed by Commissioner Humke  
Passed on the 26<sup>th</sup> day of June, 2007.

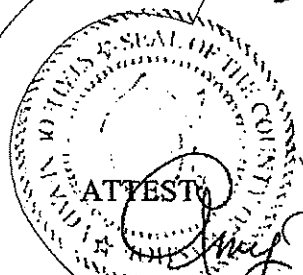
Vote:

Ayes: LARKIN, WEBER, Humke, Galloway, Sferrazza

Nays: 0

Absent: 0

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

  
ATTEST  
Amy Harvey  
Amy Harvey, County Clerk  
This ordinance shall be in force and effect from and after the 16<sup>th</sup> day of July, 2007.

APN# NA

Recording Requested by: Community Development  
Name: Washoe County PLANNING  
Address: 1001 E. NIHTA ST.  
City/State/Zip: DENO NV. 89500

ATTN: SANDY M.

**DOC # 3566290**

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



( for Recorder's use only )

**When Recorded Mail to:**

Name: Same as Above  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**Mail Tax Statement to:**

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

AGREEMENT  
( Title of Document )

**Please complete Affirmation Statement below:**

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

-OR-

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

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

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

## AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, ("Landowner"); and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, ("County").

### 1. GENERAL.

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 076-360-02, 076-360-03 and 076-290-44 consisting of 554.83 acres in Spanish Springs Valley (the "Property") as more particularly described in Exhibit "A", attached hereto, which is subject to County's Spanish Springs Area Plan ("SSAP").

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

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

1.4 SSAP Update. Under the provisions of the SSAP, the County is required to consider periodic updates. County anticipates initiating an update process (the "Update") in 2007. The Update may result in changes in land uses or other development policies on certain properties within the SSAP, which may affect the Property. Landowner would prefer to allow the Update to the SSAP to occur prior to recording the Final map, in order to avoid committing all or part of the Property to LDS development under the Tentative Map until any changes in land use or development policies pursuant to the Update are known. County also believes it would be in the public's best interest to delay commencement of LDS development under the Final map on the Property until after the Update is completed, because changes resulting from the Update may impact said development, or may require a new tentative map or other discretionary approval to be submitted.

### 2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

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

07-688

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

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

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

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

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

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

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

3. MISCELLANEOUS PROVISIONS.

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

3.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3.4 Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs

C-0001

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

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

3.6 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

3.7 Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.8 Written Amendments. This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both parties. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

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

3.10 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

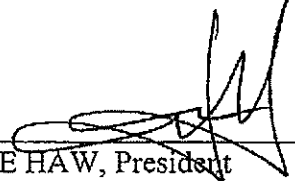
O + 682

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

**LANDOWNER:**

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

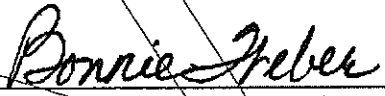
By: Hawco Development Company,  
a Nevada corporation, General Partner

By:   
\_\_\_\_\_  
JESSE HAW, President

Date: 5.18.07

**COUNTY:**

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

By:   
\_\_\_\_\_  
ROBERT LARKIN, Chairman

Date: 6/12/07

ATTEST:

  
\_\_\_\_\_  
AMY HARVEY, County Clerk

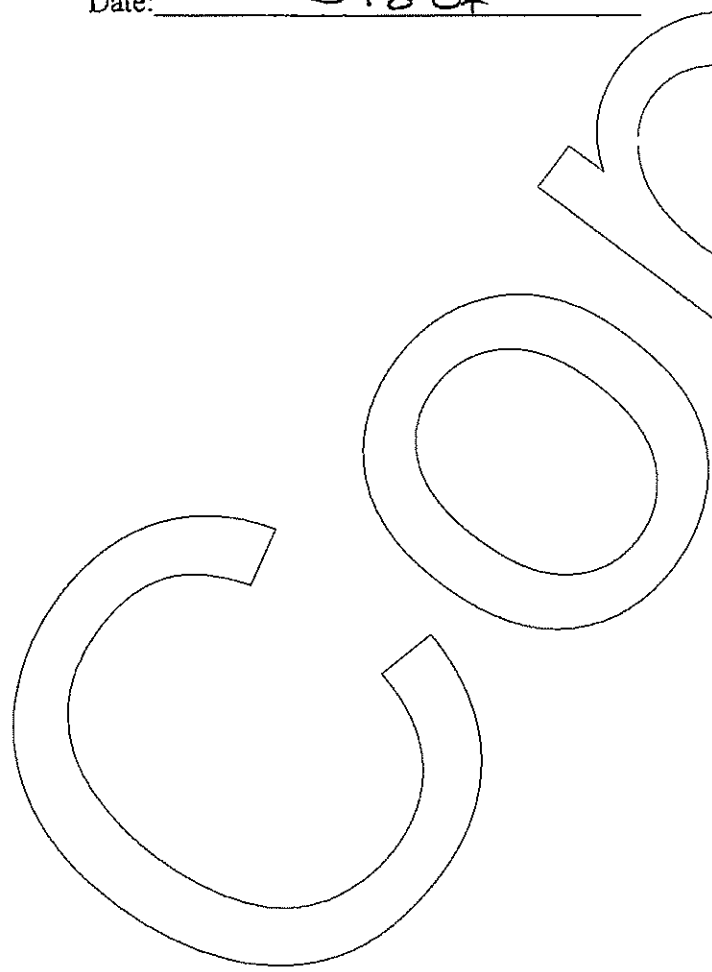




EXHIBIT "A"

DESCRIPTION  
BENEFITED PARCEL

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

PARCEL 1:

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

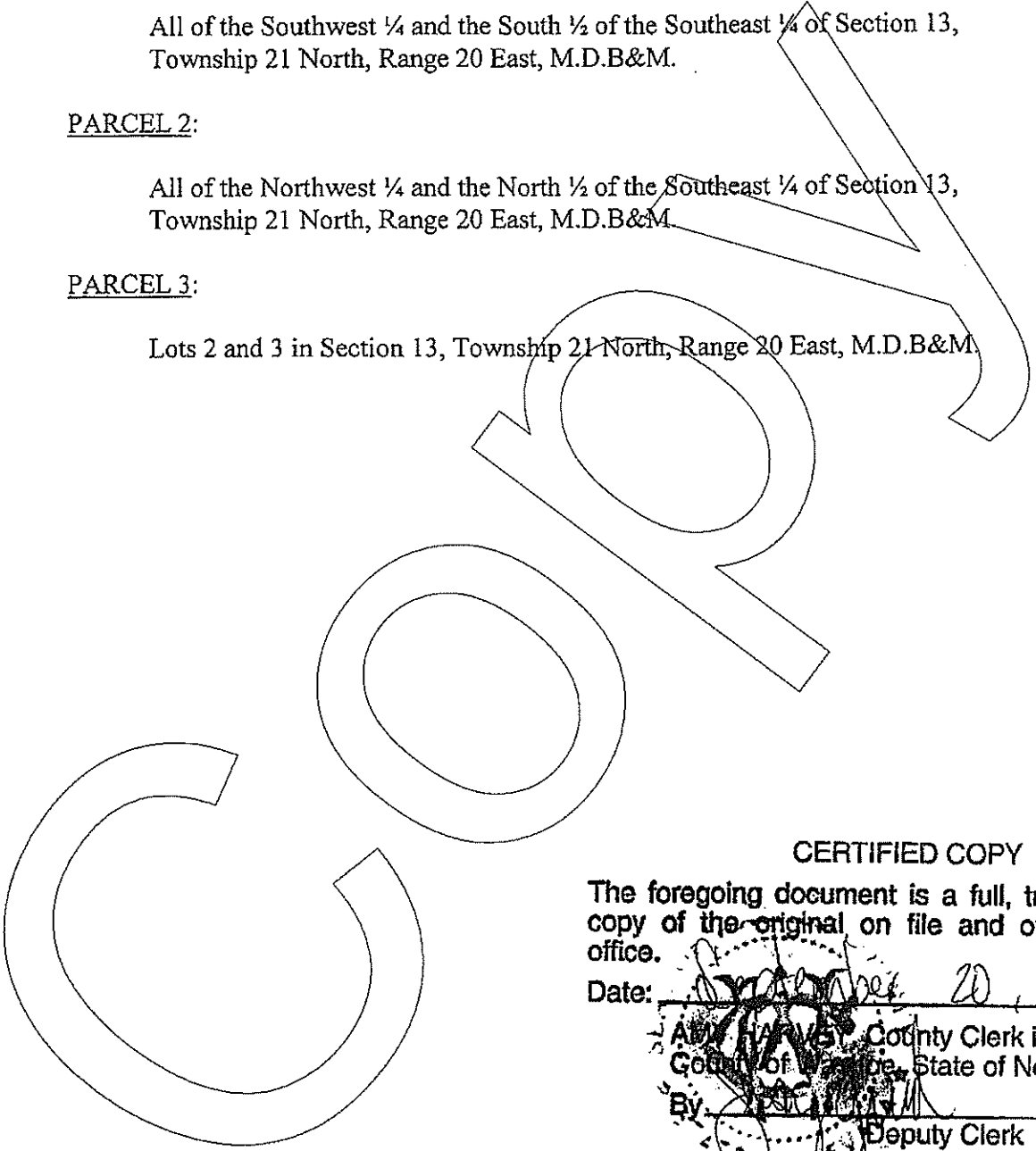
PARCEL 2:

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

PARCEL 3:

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

700070



CERTIFIED COPY

The foregoing document is a full, true and correct copy of the original on file and of record in my office.

Date: September 20, 2010

[Signature] County Clerk in and for the  
County of Washoe, State of Nevada.

By: [Signature]  
Deputy Clerk

Pursuant to NRS 239B.030 the SSN may be redacted, but  
in no way affects the legality of the document.



# WASHOE COUNTY RECORDER

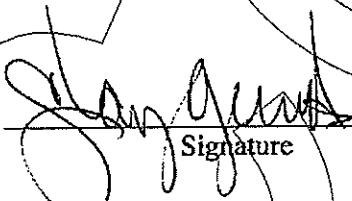
OFFICE OF THE RECORDER  
KATHRYN L. BURKE, RECORDER

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

## LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

  
\_\_\_\_\_  
Signature

9-20-10  
\_\_\_\_\_  
Date

Stacy Gonzales  
\_\_\_\_\_  
Printed Name