

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

BILL NO. 1616

ORDINANCE NO. 1436

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA08-001 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM06-002 FOR AUTUMN WOOD SUBDIVISION AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, WHICH WILL EXTEND THE TIME FOR FINAL MAPPING OF THE AUTUMN WOOD SUBDIVISION.

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

SECTION 1.

The Development Agreement for Tentative Subdivision Map, Case No. TM06-002, for Autumn Wood, is attached and is an acceptable document with which to ensure the public interest in providing detailed plans for phasing and financing of infrastructure and construction of the development.

APN: 044-320-48

Recording Requested By:

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

When Recorded Mail To:

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

Mail Tax Statement To:

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

AGREEMENT


(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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


Signature

Lynne W. Sullivan
Printed Name

Vice President
Title

City National Bank
Company

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

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

(Additional recording fee applies)

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between City National Bank, a National Banking Association, ("Landowner"), and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, ("County").

1. GENERAL.

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

1.2 Tentative Map. The Property has a County land use designation of Low Density Urban ("LDU"), which allows a density of 10 dwelling units per acre for single family homes. On March 7, 2006, County issued an Action Order conditionally approving a tentative map application submitted by ERD Development, LLC/STFC Properties, LLC., known as Tentative Subdivision Map Case File No. TM06-002 (Autumn Wood) (the "Tentative Map"). Alpha Homes, LLC purchased the Property and the accompanying Tentative Map from ERD Development, LLC. on April 28, 2006. On February 26, 2008, the Washoe County Board of County Commissioners adopted an Ordinance pursuant to NRS 278.0201 through 278.0207, which formally approved the Development Agreement Case No. DA08-001 in support of the Autumn Wood project. The sole purpose of the Development Agreement (recorded document # 3626836) was to extend the expiration date of the Autumn Wood subdivision map until March 7, 2010 on APN 004-320-48. Landowner acquired the Property and the accompanying Tentative Map through foreclosure proceedings from Alpha Homes, LLC on November 20, 2009. The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 Final Map Requirement. Pursuant to NRS 278.360(1), unless parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, Landowner must cause its first final map (the "Final Map"), to be recorded prior to the expiration of two (2) years after approval of the Tentative Map, which is March 7, 2008.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

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

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

- B. the duration of this Agreement commences upon execution hereof by the last party and expires on March 7, 2012; and.
- C. the permitted uses on the Property, the density or intensity of its use, the maximum height and size of proposed buildings, and the provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and Code.

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

2.3 Extension of Time to Record Final Map. The parties hereby agree that the maximum limit of the time for Landowner to record the Final Map shall be extended for two (2) years, from March 7, 2010, to March 7, 2012. An additional 2 years of time may be extended under the approval of the Director of Community Development.

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

3. MISCELLANEOUS PROVISIONS.

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

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

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

3.4 Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorney's fees and costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this agreement, the terms "attorneys' fees" or "costs and expenses" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" and "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred

with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel".

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

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

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

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

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

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

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

LANDOWNER:

City National Bank, a National Banking
Association

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

Date: 3/22/10

COUNTY:

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

By: _____
DAVID HUMKE, Chairman

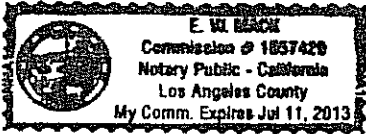
Date: _____

ATTEST:

AMY HARVEY, County Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles }
 On 3/22/10 before me, E.W. Mack, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Lynne W. Sullivan
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

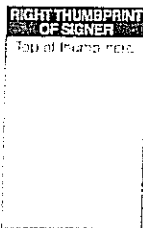
Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

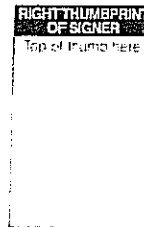
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

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

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

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

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

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

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

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

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

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

South 87°24'14" East 42.26 feet;

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

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

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

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

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

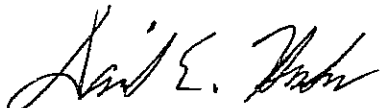
Proposed on the 13th day of April, 2010.
Proposed by Commissioner Larkin
Passed on the 27th day of April, 2010.

Vote:

Ayes: Humke, Weber, Breternitz, Fung, Larkin

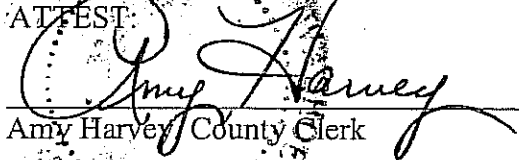
Nays: 0

Absent: 0



David E. Humke, Chairman
Washoe County Commission

ATTEST:



Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 7th day of May, 2010.

APN: 044-320-48

Recording Requested By:

Name: City National Bank

Address: 555 S. Flower Street, 16th Floor

City/State/Zip: Los Angeles, California 90071

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Signature

Lynne W. Sullivan

Printed Name

Vice President

Title

City National Bank

Company

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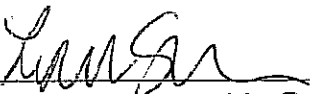
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City National Bank, a National Banking Association

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

Date: 3/22/10

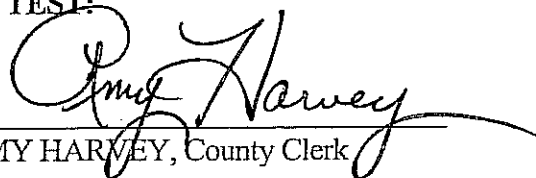
COUNTY:

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

By: 
DAVID HUMKE, Chairman

Date: 3/4/10

ATTEST:


AMY HARVEY, County Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 3/22/10 before me, E.W. Mack Notary Public
Date Here Insert Name and Title of the Officer

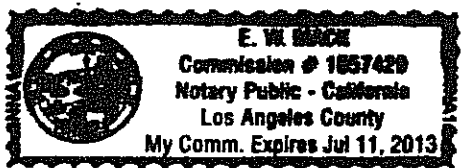
personally appeared Lynne W. Sullivan
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

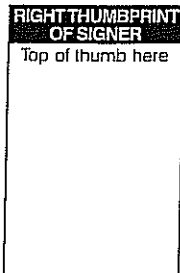
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

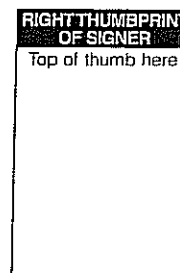
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

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

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

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

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

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

Thence from the Point of Beginning, South $74^{\circ}23'32''$ West, 355.45 feet;

Thence South $89^{\circ}56'09''$ West, 320.72 feet;

Thence South $21^{\circ}38'01''$ East, 335.92 feet to the North right-of-way line of Zolezzi Lane;

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

South $87^{\circ}24'14''$ East 42.26 feet;

South $89^{\circ}44'04''$ East, 501.10 feet to the West right-of-way line of said Jeppson Lane;

Thence along said West right-of-way line, North $00^{\circ}34'07''$ West, 412.51 feet to the Point of Beginning.

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

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

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



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM DC
DA PAL
Clerk NP
Director APF

STAFF REPORT

BOARD MEETING DATE, First Reading: April 13, 2010
BOARD MEETING DATE, Second Reading: April 27, 2010

DATE: March 24, 2010
TO: Board of County Commissioners
FROM: Sandra Monsalve, AICP, Senior Planner, Community Development
328.3608, smonsalve@washoecounty.us
THROUGH: Adrian P. Freund, FAICP, Director of Community Development

PROJECT

LOCATION: To develop a 47-lot single-family townhome common open space subdivision on ± 4.75 acres, as authorized in Article 608, Tentative Subdivision Maps, of the Washoe County Development Code. Lot size will be $\pm 1,595$ square feet in a duet configuration. **The project is located on the northwest corner of Zolezzi and Jeppson Lanes and is currently developed as a mobile home park.** The subject parcel is designated Low Density Urban (LDU) in the Southwest Truckee Meadows Area Plan, and is situated in a portion of Section 17, T18N, R20E. The property is located within the Southwest Truckee Meadows Citizen Advisory Board boundary, Washoe County Commission District No. 2 and the City of Reno Area of Interest. (APN: 044-320-48)

SUBJECT: Board Meeting of April 13, 2010:

Introduction and first reading of an ordinance approving Amendment of Conditions Case Number AC10-003, which will amend Development Agreement Case Number DA08-001 for Tentative Subdivision Map Case Number TM06-002 (Autumn Wood), which was previously approved by the Washoe County Planning Commission on March 7, 2006. The proposed amendments to the Development Agreement will extend the approval of Tentative Subdivision Map Case Number TM06-002, as previously approved by the Washoe County Planning Commission, until March 7, 2012, and the Director of Community Development, at his sole discretion may grant up to two additional one year extensions, resulting in a possible final expiration date of March 7, 2014. Set the public hearing and second reading of the ordinance for April 27, 2010, at 6:30 p.m. (Commission District 2)

Board Meeting of April 27, 2010:

Second reading and adoption of an ordinance approving Amendment of Conditions Case Number AC10-003, which will amend Development Agreement

AGENDA ITEM

1436

Case Number DA08-001 for Tentative Subdivision Map Case Number TM06-002 (Autumn Wood), which was previously approved by the Washoe County Planning Commission on March 7, 2006. The proposed amendments to the Development Agreement will extend the approval of Tentative Subdivision Map Case Number TM06-002, as previously approved by the Washoe County Planning Commission, until March 7, 2012, and the Director of Community Development, at his sole discretion may grant up to two additional one year extensions, resulting in a possible final expiration date of March 7, 2014.

SUMMARY

April 13, 2010 meeting:

The Washoe County Commission will introduce and hold the first reading of an ordinance approving Amendment of Conditions Case Number AC10-003, which will amend Development Agreement Case Number DA08-001 for Tentative Subdivision Map Case Number TM06-002 (Autumn Wood), which was previously approved by the Washoe County Planning Commission on March 7, 2006. The proposed amendments to the Development Agreement will extend the approval of Tentative Subdivision Map Case Number TM06-002, as previously approved by the Washoe County Planning Commission, until March 7, 2012, and the Director of Community Development, at his sole discretion may grant up to two additional one year extensions, resulting in a possible final expiration date of March 7, 2014.

The County Commission will also set the public hearing and second reading of the ordinance for April 27, 2010, at 6:30 p.m.

April 27, 2010 meeting:

The Washoe County Commission will hold the second reading of and possibly adopt an ordinance approving Amendment of Conditions Case Number AC10-003, which will amend Development Agreement Case Number DA08-001 for Tentative Subdivision Map Case Number TM06-002 (Autumn Wood), which was previously approved by the Washoe County Planning Commission on March 7, 2006. The proposed amendments to the Development Agreement will extend the approval of Tentative Subdivision Map Case Number TM06-002, as previously approved by the Washoe County Planning Commission, until March 7, 2012, and the Director of Community Development, at his sole discretion may grant up to two additional one year extensions, resulting in a possible final expiration date of March 7, 2014.

County Priority supported by this item:

- Preserve and Enhance Our Quality of Life.

PREVIOUS ACTION

Board of County Commission:

- On February 26, 2008, Development Agreement, Case No. DA08-001 was adopted by the Washoe County Board of County Commissioners, extending the Tentative Subdivision Map, Case No. TM06-002 (Autumn Wood) to March 7, 2010.

Planning Commission:

- On March 7, 2006, Tentative Subdivision Map, Case No. TM06-002 (Autumn Wood) was approved by the Washoe County Planning Commission, with an expiration date of March 7, 2008.

BACKGROUND

Pursuant to Washoe County Code (WCC) Section 110.814.40 *Amendment or Cancellation of Development Agreement*, of the Washoe County Development Code, a development agreement may be amended in whole or in part by mutual consent of the parties to the agreement or their successors in interest and a notice of intention must be provided to amend any portion of the development agreement. The Board of County Commissioners may approve an amendment to the development agreement by ordinance if the amendment is consistent with the Comprehensive Plan, including the area plans.

The Development Agreement was entered into by the previous landowner. A new landowner has since purchased the property, and based on circumstances of the market, is requesting an Amendment of Conditions to the Development Agreement for an extension of time for the approved tentative subdivision map known as Autumn Wood, located at 401 Zolezzi Lane, Southwest Truckee Meadows Planning Area. Staff is confident that it would be in the best interest of the public and property owner alike to delay commencement of the approved development until market conditions are able to support construction of the project.

FISCAL IMPACT

Staff has not identified any fiscal impacts to the County that would be associated with the proposed amendments to the Development Agreement for the Tentative Subdivision Map for Autumn Wood.

RECOMMENDATION FOR THE FIRST READING (APRIL 13, 2010)

Introduction and first reading of an ordinance approving Amendment of Conditions Case Number AC10-003, which will amend Development Agreement Case Number DA08-001 for Tentative Subdivision Map Case Number TM06-002 (Autumn Wood), which was previously approved by the Washoe County Planning Commission on March 7, 2006. The proposed amendments to the Development Agreement will extend the approval of Tentative Subdivision Map Case Number TM06-002, as previously approved by the Washoe County Planning Commission, until March 7, 2012, and the Director of Community Development, at his sole discretion may grant up to two additional one year extensions, resulting in a possible final

expiration date of March 7, 2014. Set the public hearing and second reading of the ordinance for APRIL 27, 2010 at 6:30 p.m.

POSSIBLE MOTION FOR THE FIRST READING (APRIL 13, 2010)

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

"I move to introduce Bill Number (insert bill number as provided by the County Clerk) and to set the public hearing and second reading of the Ordinance for possible adoption during the County Commission meeting of April 27, 2010, at 6:30 p.m."

RECOMMENDATION FOR THE SECOND READING/PUBLIC HEARING (APRIL 27, 2010)

Second reading and adoption of an ordinance approving Amendment of Conditions Case Number AC10-003, which will amend Development Agreement Case Number DA08-001 for Tentative Subdivision Map Case Number TM06-002 (Autumn Wood), which was previously approved by the Washoe County Planning Commission on March 7, 2006. The proposed amendments to the Development Agreement will extend the approval of Tentative Subdivision Map Case Number TM06-002, as previously approved by the Washoe County Planning Commission, until March 7, 2012, and the Director of Community Development, at his sole discretion may grant up to two additional one year extensions, resulting in a possible final expiration date of March 7, 2014.

POSSIBLE MOTION FOR THE SECOND READING/PUBLIC HEARING (APRIL 27, 2010)

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

"I move to adopt Ordinance Number (insert ordinance number as provided by the County Clerk) based on the following findings:

1. That Amendment of Conditions Case Number AC10-003, amending Development Agreement Case Number DA08-001, for Tentative Subdivision Map Case Number TM06-002, is in the best interest of Washoe County;
2. That Amendment of Conditions Case Number AC10-003, amending Development Agreement Case Number DA08-001, for Tentative Subdivision Map Case Number TM06-002, promotes the public interest and welfare of the County by enabling infill development along a major TOD corridor, which is in compliance with Policies 1.2.2, 1.2.10, and 1.2.13 of the 2007 Truckee Meadows Regional Plan (TMRP), and provide a variety of housing types not currently found within the subject neighborhood (Policy 1.1.3 of TMRP), and supports and promotes the Land Use and Transportation Element of the Washoe County Comprehensive Plan;
3. That the development agreement does not include any departures from the Washoe County Development Code, regulations and conditions in effect at the time of the original

project approval, and the project is deemed to be in the public interest. (see also finding #2); and

4. That Amendment of Conditions Case Number AC10-003, proposing to amend Development Agreement Case Number DA08-001, extending the expiration date of Tentative Subdivision Map Case Number TM06-002, sufficiently addresses the terms and conditions intended to protect the interests of the public, residents, and owners of the land subject to the Development Agreement in the integrity of the plan.”

Attachments:

- Attachments: Ordinance with Development Agreement

cc:

- City National Bank, Attn: Lynne Sullivan, 555 S. Flower Street, Los Angeles, CA 90071.
- Bighorn Consulting, Attn: Eric Anderson, P.E., 3675 Lakeside Drive, Suite B, Reno, NV 89509

DOC # 3922541

09/15/2010 11:51:22 AM

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



(for Recorder's use only)

APN# _____

Recording Requested by:

Name: Washoe County Clerk

Address: 75 Court St.

City/State/Zip: Veno

When Recorded Mail to:

Name: Washoe County Clerk's Office

Address 75 Court St. # 30

City/State/Zip: Veno

Mail Tax Statement to:

Name: _____

Address: _____

City/State/Zip: _____

Ordinance No. 1436
(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

Jaime Dellera
Signature

Deputy Clerk
Title

JAIME DELLERA
Printed Name

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

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

(Additional recording fee applies)

Ord. 1436

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

BILL NO. 1616

ORDINANCE NO. 1436

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA08-001 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM06-002 FOR AUTUMN WOOD SUBDIVISION AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION, WHICH WILL EXTEND THE TIME FOR FINAL MAPPING OF THE AUTUMN WOOD SUBDIVISION.

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

SECTION 1.

The Development Agreement for Tentative Subdivision Map, Case No. TM06-002, for Autumn Wood, is attached and is an acceptable document with which to ensure the public interest in providing detailed plans for phasing and financing of infrastructure and construction of the development.

APN: 044-320-48

Recording Requested By:

Name: City National Bank

Address: 555 S. Flower Street, 16th Floor

City/State/Zip: Los Angeles, California 90071

When Recorded Mail To:

Name: City National Bank

Address: 555 S. Flower Street, 16th Floor

City/State/Zip: Los Angeles, California 90071

Mail Tax Statement To:

Name: City National Bank

Address: 555 S. Flower Street

City/State/Zip: Los Angeles, CA 90071

AGREEMENT


(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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


Signature

Lynne W. Sullivan
Printed Name

Vice President
Title

City National Bank
Company

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

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

(Additional recording fee applies)

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between City National Bank, a National Banking Association, ("Landowner"), and the COUNTY OF WASHOE, a political subdivision of the State of Nevada. ("County").

1. GENERAL.

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

1.2 Tentative Map. The Property has a County land use designation of Low Density Urban ("LDU"), which allows a density of 10 dwelling units per acre for single family homes. On March 7, 2006, County issued an Action Order conditionally approving a tentative map application submitted by ERD Development, LLC/STFC Properties, LLC., known as Tentative Subdivision Map Case File No. TM06-002 (Autumn Wood) (the "Tentative Map"). Alpha Homes, LLC purchased the Property and the accompanying Tentative Map from ERD Development, LLC. on April 28, 2006. On February 26, 2008, the Washoe County Board of County Commissioners adopted an Ordinance pursuant to NRS 278.0201 through 278.0207, which formally approved the Development Agreement Case No. DA08-001 in support of the Autumn Wood project. The sole purpose of the Development Agreement (recorded document # 3626836) was to extend the expiration date of the Autumn Wood subdivision map until March 7, 2010 on APN 004-320-48. Landowner acquired the Property and the accompanying Tentative Map through foreclosure proceedings from Alpha Homes, LLC on November 20, 2009. The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 Final Map Requirement. Pursuant to NRS 278.360(1), unless parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, Landowner must cause its first final map (the "Final Map"), to be recorded prior to the expiration of two (2) years after approval of the Tentative Map, which is March 7, 2008.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

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

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

- B. the duration of this Agreement commences upon execution hereof by the last party and expires on March 7, 2012; and.
- C. the permitted uses on the Property, the density or intensity of its use, the maximum height and size of proposed buildings, and the provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and Code.

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

2.3 Extension of Time to Record Final Map. The parties hereby agree that the maximum limit of the time for Landowner to record the Final Map shall be extended for two (2) years, from March 7, 2010, to March 7, 2012. An additional 2 years of time may be extended under the approval of the Director of Community Development.

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

3. MISCELLANEOUS PROVISIONS.

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

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

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

3.4 Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorney's fees and costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this agreement, the terms "attorneys' fees" or "costs and expenses" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" and "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred

with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel".

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

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

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

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

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

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

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

LANDOWNER:

City National Bank, a National Banking
Association

By: *Lynn W. Sullivan*
Name: Lynn W. Sullivan
Its: Vice President

Date: 3/22/10

COUNTY:

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

By: _____
DAVID HUMKE, Chairman

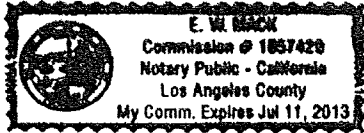
Date: _____

ATTEST:

AMY HARVEY, County Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Los Angeles }
 On 3/22/10 before me, E.W. Mack Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Lynne W. Sullivan
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____

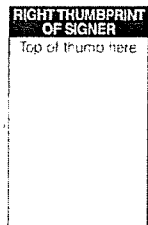


EXHIBIT "A"
Legal Description
APN: 044-320-48

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

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

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

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

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

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

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

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

South 87°24'14" East 42.26 feet;

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

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

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

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

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

Proposed on the 13th day of April, 2010.
Proposed by Commissioner Larkin.
Passed on the 27th day of April, 2010.

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

Nays: 0

Absent: 0

David E. Humke
David E. Humke, Chairman
Washoe County Commission

ATTEST:
Amy Harvey
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 7th day of May, 2010.

CERTIFIED COPY

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

Date: September 13, 2010

AMY HARVEY, County Clerk in and for the County of Washoe, State of Nevada.
By: [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 Deller
Signature

9-15-10
Date

JAIME Deller
Printed Name

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Publishers of

Reno Gazette-Journal

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STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **04/30/2010 - 05/07/2010**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed:

[Handwritten Signature]

MAY 07 2010



[Handwritten Signature: Linda Anderson]

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1436 BILL NO. 1616 An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No. Da08-001 for Tentative Subdivision Map Case No. TM06-002 for Autumn Wood Subdivision as previously approved by the Washoe County Planning Commission, which will extend the time for final mapping of the Autumn Wood Subdivision (Bill No. 1616) PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office at the County Courthouse, 75 Court Street, Reno, Nevada; and that said ordinance was proposed by Commissioner Larkin on April 13, 2010, and following a public hearing, was passed and adopted without amendment at a regular meeting on April 27, 2010, by the following vote of the Board of County Commissioners: Those Voting Aye: David Humke, Bonnie Weber, Bob Larkin, John Breternitz, Kitty Jung Those Voting Nay: None Those Absent: None This Ordinance shall be in full force and effect from and after May 7, 2010, i.e., the date of the second publication of such Ordinance by its title only. IN WITNESS WHEREOF, the Board of County Commissioners of Washoe County, Nevada, has caused this Ordinance to be published by title only. DATED: April 28,

MAY 10 2010

1436 ✓

**NOTICE OF ADOPTION
WASHOE COUNTY ORDINANCE NO. 1436
BILL NO. 1616**

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No. Da08-001 for Tentative Subdivision Map Case No. TM06-002 for Autumn Wood Subdivision as previously approved by the Washoe County Planning Commission, which will extend the time for final mapping of the Autumn Wood Subdivision (Bill No. 1616)

PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office at the County Courthouse, 75 Court Street, Reno, Nevada; and that said ordinance was proposed by Commissioner Larkin on April 13, 2010, and following a public hearing, was passed and adopted without amendment at a regular meeting on April 27, 2010, by the following vote of the Board of County Commissioners:

Those Voting Aye: David Humke, Bonnie Weber,
Bob Larkin, John Breternitz, Kitty Jung
Those Voting Nay: None
Those Absent: None

This Ordinance shall be in full force and effect from and after May 7, 2010, i.e., the date of the second publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the Board of County Commissioners of Washoe County, Nevada, has caused this Ordinance to be published by title only.

DATED: April 28, 2010

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

No. 695754 - Apr. 30, May 7, 2010