

RENO GAZETTE-JOURNAL

Legal Advertising Dept. 702-788-6394

Customer Account # 349008
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WASHOE COUNTY
Comptroller's Office
PO Box 11130
RENO NV 89510

TERMS: Please pay from this invoice. It is due upon presentation and is past due after 15 days.

Legal Ad Cost 64.54

PROOF OF PUBLICATION

STATE OF NEVADA
COUNTY OF WASHOE

ss.
being duly sworn, deposes and says:
That as legal clerk of the RENO GAZETTE-JOURNAL, a daily newspaper published in Reno, Washoe County, State of Nevada, that the notice:

Adoption of Ord No. 963

of which a copy is hereto attached, has been published in each regular and entire issue of said newspaper on the following dates to wit:

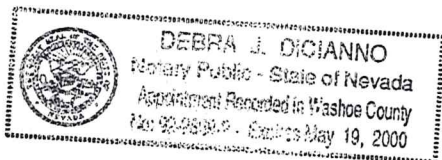
Aug 2, 9 1996

Signed Sandra Taylor

Subscribed and sworn to before me on 08/09/96

Notary Public Debra J. Dicianno

**NOTICE OF ADOPTION
WASHOE COUNTY ORDINANCE
NO. 963**
NOTICE IS HEREBY GIVEN THAT:
Bill No. 1138, Ordinance No. 963,
entitled:
AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR SOUTHWEST POINTE. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY WHICH INCLUDES 1,090 HOMESITES WITH COMMON OPEN SPACE, A WATER DELIVERY SYSTEM, TWO GOLF COURSES WITH RELATED RECREATIONAL FACILITIES, A DAY CARE FACILITY, AN EQUESTRIAN CENTER, AND A COMMERCIAL VILLAGE CENTER. THE PROJECT HAS A TOTAL ACREAGE OF +/-3,271.6 ACRES AND IS LOCATED NORTH OF MOUNT ROSE HIGHWAY (SR 431) AND WEST OF THOMAS CREEK ROAD. THE PROPERTY IS DESIGNATED LOW DENSITY SUBURBAN (LDS), LOW DENSITY RURAL (LDR), MEDIUM DENSITY RURAL (MDR), HIGH DENSITY RURAL (HDR) AND GENERAL RURAL (GR) IN THE SOUTHWEST TRUCKEE MEADOWS AREA PLAN AND IS SITUATED WITHIN PORTIONS OF SECTIONS 3, 10, 13, 14, 15, 22, 23, 24, 26, AND 27, T18N, R19E, MDM, WASHOE COUNTY, NEVADA.
(APN: 41.030-12, 49-010-04, AND 49-010-10)
was adopted on JULY 23, 1996 by Commissioners Steve Bradhurst, Joanne Bond, Mike Moullet and Grant Sims, with Jim Shaw absent, and will become effective on AUGUST 12, 1996.
Typewritten copies of the ordinance are available for inspection by all interested persons at the office of the County Clerk, 75 Court Street, Reno, Nevada.
JUDI BAILEY
Washoe County Clerk
No. 2917 Aug 2,9, 1996



P.O. BOX 22000. RENO, NEVADA 89520
(702) 788-6200



963 ✓

SUMMARY: An ordinance approving the Final Development Agreement for Southwest Pointe, a residential community of 1,090 homesites with golf courses, and recreational and commercial facilities in the Southwest Truckee Meadows planning area.

BILL NO. 1138

ORDINANCE NO. 963

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR SOUTHWEST POINTE. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY WHICH INCLUDES 1,090 HOMESITES WITH COMMON OPEN SPACE, A WATER DELIVERY SYSTEM, TWO GOLF COURSES WITH RELATED RECREATIONAL FACILITIES, A DAY CARE FACILITY, AN EQUESTRIAN CENTER, AND A COMMERCIAL VILLAGE CENTER. THE PROJECT HAS A TOTAL ACREAGE OF $\pm 3,271.6$ ACRES AND IS LOCATED NORTH OF MOUNT ROSE HIGHWAY (SR 431) AND WEST OF THOMAS CREEK ROAD. THE PROPERTY IS DESIGNATED LOW DENSITY SUBURBAN (LDS), LOW DENSITY RURAL (LDR), MEDIUM DENSITY RURAL (MDR), HIGH DENSITY RURAL (HDR) AND GENERAL RURAL (GR) IN THE SOUTHWEST TRUCKEE MEADOWS AREA PLAN AND IS SITUATED WITHIN PORTIONS OF SECTIONS 3, 10, 13, 14, 15, 22, 23, 24, 26 AND 27, T18N, R19E, MDM, WASHOE COUNTY, NEVADA.
(APN: 41-030-12, 49-010-04, AND 49-010-10)

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

SECTION 1. The Final Development Agreement for Southwest Pointe, including its attached exhibits and references, is an acceptable document with which to bind the future development of the described property for a period of time not to exceed fifteen years.

Proposed on the 9th day of JULY, 1996.

Proposed by Commissioners JOANNE BOWD.

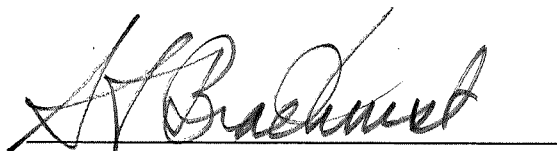
Passed on the 23rd day of JULY, 1996.

Vote:

Ayes: JOANNE Bond, STEVE Bradhurst,
Mike Mouliot, Grant Sims

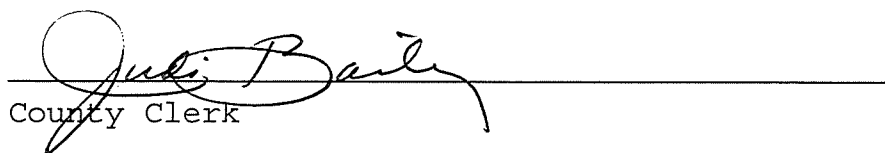
Nays:

Absent: Jim Shaw



Chairman
Washoe County Commission

ATTEST:


County Clerk

This ordinance shall be in force and effect from and after
the 12TH day of August, 1996.

DOC # 3923931

09/20/2010 11:19:40 AM
Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 52



(for Recorder's use only)

APN# N/A

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. 963
(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 Sella
Signature

Deputy Clerk
Title

JAIME SELLA
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-963

SUMMARY: An ordinance approving the Final Development Agreement for Southwest Pointe, a residential community of 1,090 homesites with golf courses, and recreational and commercial facilities in the Southwest Truckee Meadows planning area.

BILL NO. 1138

ORDINANCE NO. 963

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Proposed on the 9th day of JULY, 1996.

Proposed by Commissioners JOANNE BOND.

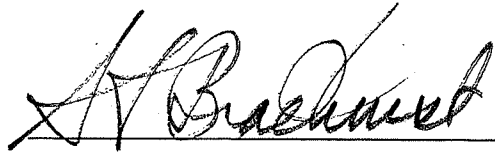
Passed on the 23rd day of JULY, 1996.

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Mike Mouliot, Grant Sims

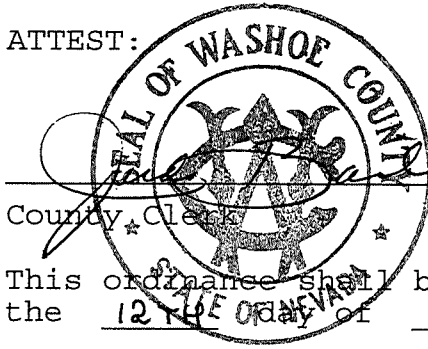
Nays:

Absent: Jim Shaw



Chairman
Washoe County Commission

ATTEST:



County Clerk

This ordinance shall be in force and effect from and after
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FINAL DEVELOPMENT AGREEMENT

BETWEEN

**COUNTY OF WASHOE, a political subdivision
of the State of Nevada**

**BETTY ALYCE JONES, HELEN JEANE JONES,
IRIS G. BREWERTON, KENNETH G. WALKER
AND GERALD C. SMITH,
*Trustees of The Nell J. Redfield Trust***

AND

**SOUTHWEST POINTE PARTNERS,
*a Nevada general partnership***

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EXHIBITS

Legal Description	A
Conditions of Development Agreement Case No. DA9-1-93	B
Conditions of Special Use Permit Case No. SPW9-10-93	C
Conditions of Special Use Permit Case No. SPW9-13-93	D
Development Standards Handbook	E
Site Plan	F
Open Space Management Plan	G
Right-of-Way Documents for Off-Site Access from Thomas Creek Road	H
Construction Traffic Haul Route Plan	I
Concept-Level Storm Drain	J
Geotechnical Report on Earthquake Faulting	K
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Memorandum of Agreement	M

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FINAL DEVELOPMENT AGREEMENT

This Agreement is entered into this 25th day of July, 1996 by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G. BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general partnership, (collectively referred to as "OWNERS"). For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. GENERAL.

1.1 Legal Authority.

Nevada Revised Statute ("NRS") 278.0201 to 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the development of real property. This Agreement is a final development agreement, as defined in Code § 110.814.75, and as provided in NRS Chapter 278.

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1.2 The Project.

The OWNERS hold a legal or equitable interest in certain real property located in COUNTY, a legal description of which is attached as Exhibit "A". Development of the real property, subject to the terms of this Agreement, has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and is described as a residential community which includes 1,090 residential lots with common open space, a water delivery system (potable and nonpotable), sewer system, two golf courses with related recreational facilities, and a commercial village center.

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the total acreage being $\pm 3,171.6$ acres, designated under COUNTY land use designations as Low Density Suburban, Low Density Rural, Medium Density Rural, High Density Rural, and General Rural (the "Project").

1.3 Past Approvals.

The OWNERS have obtained the following approvals from the COUNTY pertaining to the Project:

- a) On June 11, 1996 OWNERS obtained approval from the Board of County Commissioners for conditions to DA9-1-93. Said conditions and amendments are attached hereto as Exhibit "B".
- b) On September 5, 1995 OWNERS obtained approval from the Planning Commission for a Special Use Permit (Case No. SPW9-10-93) to develop a water system having storage of 1.4 million gallons and necessary delivery system. The order issuing such approval is attached as Exhibit "C"
- c) On May 2, 1995 OWNERS obtained approval from the Planning Commission for a Special Use Permit (Case No. SPW9-13-93) to grade the first golf course and improve the construction access. The order issuing such approval is attached as Exhibit "D".
- d) On November 8, 1994 OWNERS obtained approval from the Board of County Commissioners to amend the preliminary development agreement.
- e) On September 27, 1994 OWNERS obtained approval from the Board of County Commissioners for an 18-month extension to submit a draft final agreement, which OWNERS have submitted in compliance with said extension.
- f) On February 8, 1994 OWNERS obtained approval from the Board of County Commissioners pursuant to Code § 110.814.70 of a preliminary development agreement (Case No. DA9-1-93).

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1.4 Ordinance.

This Agreement shall be approved by ordinance. The Project is to be developed as a single entity and includes uses and development standards consistent with the Washoe County Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

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1.5 Benefit to OWNERS.

The OWNERS acknowledge and agree that, prior to entering into this Agreement appropriate legal advice and counsel was sought, that the OWNERS made a voluntary informed business decision to enter into this Agreement in good faith. The OWNERS further acknowledge and agree that substantial benefits will accrue to the OWNERS as a result of the OWNERS and the COUNTY entering into this Agreement, including entitlements to develop the Project in accordance with this Agreement and the Conditions of Approval, an extension or opportunity to seek an extension of the time in which to file a final subdivision map under this Agreement, certainty in the particular on-site and offsite improvements and requirements which the OWNERS will be responsible for constructing or completing, and certainty in the imposition of land use fees or obligations which may be imposed by the COUNTY.

1.6 Benefit to COUNTY.

The COUNTY acknowledges and agrees that substantial benefits will accrue to the COUNTY as a result of OWNERS and the COUNTY entering into this Agreement, including the rational, planned land uses and development of the Real Property.

2. SELECTED DEFINITIONS.

2.1 "Agreement" means this development agreement.

2.2 "Conditions of Approval" mean all conditions of the Project approvals as set forth in the orders from Washoe County attached to this Agreement as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this Agreement.

2.3 "COUNTY" means Washoe County, a political subdivision of the State of Nevada, and its officers, elected officials, agents, employees, divisions, departments, committees, boards and commissions.

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2.4 CC&Rs means the declaration of covenants, conditions and restrictions which will be drafted by OWNERS, approved by the COUNTY and recorded against the Real Property, as further provided in the Conditions of Approval.

2.5 "Development Standards Handbook" means the development standards for the Project as set forth in Exhibit "E".

2.6 "Golf Course Property" includes all real property for the golf and related recreational facilities component of the Project.

2.7 "OWNERS" mean those property owners identified above and their successors and assigns.

2.8 "Project" means the Southwest Pointe development as approved by the COUNTY in Case No. DA9-1-93 and this Agreement.

2.9 "Public Facilities" are facilities that will be dedicated to the COUNTY. Public Facilities shall include, but are not limited to: on-site or offsite sewage collection facilities; water rights dedicated for service; water systems facilities; together with all lines, mains, holding and disposing areas, tanks, public easements and rights-of-way; and all off-site improvements that include public roadways, equipment, street lights and traffic signals. Owner constructed Public Facilities for water will include all non-golf related improvements consisting of the required water storage tanks, well improvements, water mains, water services, water meters, gate valves, fire hydrants, flush valves, air release valves and related appurtenances. The Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals and collection lines within the Common Area Property as well as off-site effluent irrigation lines, tanks and pump stations, and the on-site effluent main line and reservoirs. In addition, Public Facilities also includes improvement of Whites Creek Lane as specified in the Conditions of Approval.

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2.10 "Public Utilities" include, but are not limited to, water, sewer, natural gas, electricity, telephone, and cable television, together with all equipment and easements dedicated for these utilities.

2.11 "Real Property" means all the real property described in Exhibit "A". The real property includes the Golf Course Property, the Subdivision Property, and any remaining real property within the Project.

2.12 "Site Plan" means the plans in compliance with Code § 110.814.45 and attached hereto as Exhibit "F", and includes the Development Standards Handbook, Exhibit "E".

2.13 "Subdivision Improvements" are any on-site or off-site improvements or facilities required of residential subdivisions pursuant to this Agreement. Subdivision Improvements include, but are not limited to, all drainage improvements, common area improvements, curbs, streets, gutters, medians, parkways, pedestrian and bike paths, sidewalks, street lights, any directional traffic devices, and the Public Facilities required in connection with residential development.

2.14 "Subdivision Property" includes all real property for the residential housing component of the Project.

3. REQUIRED CONTENTS OF AGREEMENT.

Pursuant to Code § 110.814.75, the following matters are included in this Agreement.

3.1 Preliminary Agreement.

Reference is made to the preliminary development agreement as approved in Case No. DA9-1-93 and amended or superseded by this Agreement.

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3.2 Legal Agreement.

The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for Public Utilities shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

3.3 Site Plan.

A Site Plan in conformance to Code § 110.814.45 is attached to this Agreement as Exhibit "F"; and includes the Development Standards Handbook, Exhibit "E".

3.4 Installation and Maintenance.

A program for the installation and maintenance of parking areas, lighting, landscaping, private drainage facilities (including detention ponds, ditches, storm drains and drop inlets), private streets, utilities, recreational facilities and other infrastructure is specified in the Conditions of Approval and will be further provided for, in part, in the CC&R's.

3.5 Open Space Resources.

A program for the protection of open space resources, approved by COUNTY, is attached as Exhibit "G". No open space shall be sold to a bona fide third party without prior written consent of County. As provided in Exhibit "G", after the 10-acre park is constructed, the County shall be responsible for park maintenance and upkeep.

3.6 Development Schedule And Phasing.

Guidelines for a development schedule and phasing of the Project are more particularly described in the Development Standards Handbook (See Article i), Exhibit "E".

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3.7 Development Standards Handbook.

A Development Standards Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

3.8 Incorporation of Other Exhibits.

The following exhibits are also attached hereto:

- a) Right-Of-Way Documents for Off-Site Access from Thomas Creek Road, Exhibit "H";
- b) Construction Traffic Haul Route Plan, Exhibit "I";
- c) Concept-Level Storm Drain Plan, Exhibit "J";
- d) Geotechnical Report On Earthquake Faulting, Exhibit "K"; and
- e) Schematic Water System Plan, Exhibit "L".

4. EFFECT OF AGREEMENT.

4.1 Entitlements.

The approval of this Agreement by County constitutes a vested right of OWNERS to develop the Real Property as set forth in this Agreement and pursuant to the land use designations provided herein. Pursuant to Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent action applicable to the Real Property from adopting new ordinances, resolutions or regulations that conflict with those ordinances, resolutions and regulations in effect at the time this Agreement is made, provided any new ordinances, resolutions or regulations do not impose upon OWNERS restrictions, requirements or standards which are more burdensome, more expensive or more onerous to satisfy than those in effect at the time this Agreement is made; and provided further that any said new ordinances, resolutions or regulations do not conflict with provisions of this Agreement in a manner that adversely affects OWNERS.

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The parties agree such a conflict or inconsistency would prevent development of the Project as set forth in this Agreement. Nothing contained in this subsection 4.1 shall be construed to impair enforcement or compliance with the provisions of Code § 110.814.15(c) or (d).

4.2 Subsequent Approvals and Conditions.

Tentative maps and final maps for Subdivision Property, building permits, variances, parcel maps, boundary line adjustments, special use permits for nonresidential property, and other approvals by COUNTY within the Project ("Subsequent Approvals") shall be required pursuant to Code requirements in existence at the time this Agreement is made, except as stated otherwise herein. All Subsequent Approvals in conformance with NRS Chapter 278 and the Code (as amended hereby), and in substantial conformance with the provisions of this Agreement shall be approved by the COUNTY as a consent item without public hearing. The Conditions of Approval specified in Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals which pertain to the same subject matter as any Conditions of Approval may not impose restrictions, requirements or standards which are more burdensome, more expensive or more onerous for OWNERS to satisfy than any Conditions of Approval, without the consent of OWNERS; provided that reasonable conditions imposed by COUNTY in Subsequent Approvals which pertain to matters not addressed by any Conditions of Approval, or provide more detail and do not conflict with matters addressed by any Conditions of Approval, shall be allowed. Conditions and provisions hereof regarding construction of off-site or on-site improvements (e.g. streets and utilities), including development standards and design guidelines, may be varied upon request of the OWNERS and approval of the County Engineer.

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4.3 Subsequent Fees.

COUNTY currently imposes four (4) fees for the privilege of developing real property: a water connection fee; a sewer connection fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF") ("collectively County Fees"). The County Fees shall be imposed on applicable development within the Project in the same manner said fees are imposed for other similarly situated development in the COUNTY, subject to the following conditions.

4.3.1 Provided OWNERS construct a potable water system as part of the Public Facilities to serve the potable water demands of the Project as those demands arise, COUNTY shall charge no water connection fee for development within the Project.

4.3.2 Provided OWNERS receive a credit for all off-site sewer facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer connection fee at the time and in the amount specified by COUNTY ordinance.

4.3.3 Subject to any credits allowed by a RRIF Capital Front-Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount specified by County ordinance.

4.3.4 Subject to the provisions of an agreement between COUNTY and OWNERS for the construction of neighborhood park improvements within the Project, OWNERS shall pay the park residential construction tax at the time and in the amount specified under NRS 278.497 to NRS 278.4987.

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4.4 No New COUNTY Fees.

Except for the County Fees or as specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved by COUNTY after the date this Agreement is made for construction or development within the Project or for capital improvements for Public Facilities shall apply to the Project, provided that the provisions of this subsection are not intended to prohibit the imposition and collection of County fees and charges imposed at the time of execution hereof (e.g., for permits or inspections).

4.5 Special Assessment Districts.

The parties agree that certain Public Facilities may be financed, constructed and paid for, in whole or in part, by one or more developer special assessment districts. For the purposes of the County's Special Assessment Guidelines dated February, 1992 ("Guidelines"), the parties agree that the following improvements generally provide a public benefit, satisfy Section A of the Guidelines and may be included at the discretion of the parties in a special assessment district:

- (a) the construction and land costs of Whites Creek Lane;
- (b) the County-owned nonpotable water system for golf course and landscape irrigation;
- (c) the purchase price of creek water rights (with supplemental groundwater rights) for the County-owned nonpotable water system;
- (d) the County-owned potable water system; and
- (e) County-owned landscaping improvements and trails/paths along public streets.

4.6 Nonpotable Water Agreement.

Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

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The parties agree that OWNERS shall dedicate Thomas Creek water rights and supplemental groundwater rights acceptable to the County Utility Division. The County will provide a water supply to be used in the nonpotable water system for irrigation of golf course and common areas until such time as the effluent supply from South Truckee Meadows Wastewater Treatment Plant is sufficient to meet the Project irrigation needs. If OWNERS require irrigation water prior to the time the nonpotable water system facilities have been completed, water from the potable water system may be utilized to the extent it is not being used pursuant to a County will-serve letter for Project potable water demands.

4.7 Credits or Reimbursements of County Fees.

No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

4.8 Parcel Maps.

OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

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1 **4.9 Fire Protection.**

2 Owners agree to transfer and dedicate free of charge to County (or
3 to another government entity of County's choice) prior to the recordation of
4 the first final map a one-acre fire station site located on Whites Creek Lane
5 east of the proposed elementary school and east of the Project entrance.
6 The exact location and parcel configuration shall be mutually agreed by the
7 parties. The deed for the fire station site shall restrict use to a fire station
8 and ancillary purposes. Owners and representatives of the Nevada Division
9 of Forestry have entered into discussions regarding the free dedication of
10 the fire station site and other possible needs for fire protection, and no other
11 commitments were made except Owner's agreement herein to dedicate the
12 fire station site.

13 **5. TERM OF AGREEMENT AND AMENDMENTS.**

14 **5.1 Term.**

15 The term of this Agreement shall be fifteen (15) years from the date
16 hereof; provided that all applicable terms of this Agreement shall remain
17 binding and enforceable regarding permits, construction or development on
18 any portion of the Real Property subject to a tentative map, a recorded final
19 map or a special use permit in existence at the time of expiration of this
20 Agreement.

21 **5.2 Amendments.**

22 Amendments to this Agreement shall be defined as changes which
23 are not in substantial compliance with the overall Project character and
24 design. Amendments, if any, shall be approved as provided in NRS
25 278.0205. Changes hereto which are in substantial compliance with the
26 overall Project character and design may be requested by Owners and
27 approved or denied by the Director of Development Review.
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The Director of Development Review shall also decide whether or not a proposed change is in substantial compliance with the overall Project character or design. The Owners may appeal an adverse decision by the Director of Development Review under this Subsection 5.2 to the Board Of County Commissioners by written notice filed with the Director of Development Review, if filed within twenty (20) days of receipt of the notice of the adverse decision.

6. OBLIGATIONS OF OWNERS/ASSIGNMENT.

The parties acknowledge that OWNERS will sell or otherwise convey title to portions of the Real Property as development occurs. Successors to OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to develop or use the portion of the Real Property so acquired. Upon conveyance of each portion of Real Property, OWNERS' liability for obligations under this Agreement shall terminate, provided the successor OWNERS assumes said obligations. The provisions of this Agreement constitute covenants running with the Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER of a single lot created by final map within the Project shall not have any obligation under this Agreement other than for development and use of the lot so owned consistent with this Agreement.

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7. MISCELLANEOUS.

7.1 Governing Law; Venue.

This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.

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7.2 Entirety and Amendments.

This Agreement embodies the entire Agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Project, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, and as provided in Code § 110814.95(b). No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

7.3 Invalid Provisions.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

7.4 Parties Bound and Assignment.

Subject to the provisions of Section 6, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. In the event COUNTY, for any reason, ceases to have jurisdiction as the applicable local governmental entity regarding the subject matter of all or any part of the Agreement, COUNTY shall require the new entity to assume the applicable obligations hereof.

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7.5 Further Acts.

In addition to the acts recited in this Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

7.6 Headings.

Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

7.7 Attorneys' Fees.

In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

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7.8 Notice.

All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

COUNTY:

Director, Department of Development Review
P.O. Box 11130
Reno, NV 89520
Telephone: (702) 328-6100
Facsimile: (702) 328-3648

with a copy to:

Assistant District Attorney, Civil Division
P.O. Box 11130
Reno, NV 89520
Telephone: (702) 328-3200
Facsimile: (702) 328-3283

OWNERS:

Southwest Pointe Partners
P.O. Box 346
Genoa, NV 89411
Telephone: (702) 782-5888
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.
Redfield Land Company
1755 East Plumb Lane, Suite 212
Reno, NV 89502
Telephone: (702) 323-1373
Facsimile: (702) 323-4476

with a copy to:

Robert M. Sader, Esq.
462 Court Street
Reno, NV 89501
Telephone: (702) 329-8310
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

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7.9 Receipt Defined.

For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

7.10 Indemnity.

OWNER shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, OWNER, its officers, agents or employees, arising out of OWNER's obligations specified herein, excepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

7.11 Arbitration.

Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

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7.12 Recordation.

This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit "M" shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

7.13 Exhibits.

All exhibits to this Agreement are incorporated herein as if fully set forth.

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In Witness Whereof, the parties have executed this Agreement on the
day and year written above.

OWNERS:

**SOUTHWEST POINTE PARTNERS,
a Nevada general partnership**

By: *Jeffery Dingman*
JEFFERY DINGMAN, Partner

By: _____
CARL PANATTONI, Partner

NELL J. REDFIELD TRUST

By: _____
BETTY ALYCE JONES, Trustee

By: _____
HELEN JEANE JONES, Trustee

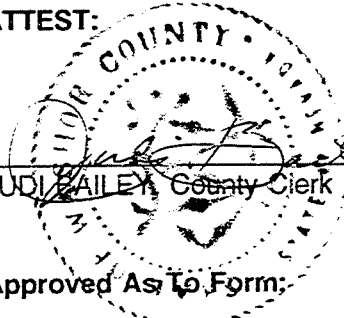
By: _____
GERALD C. SMITH, Trustee

COUNTY:

**THE COUNTY OF WASHOE, a
political subdivision of the State
of Nevada**

By: *Stephen Bradhurst*
STEPHEN BRADHURST, Chairman
Board Of County Commissioners

ATTEST:


Judi Bailey
JUDI BAILEY, County Clerk
Approved As To Form:

By: *Madelyn Shipman*
MADELYN SHIPMAN
Assistant District Attorney

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In Witness Whereof, the parties have executed this Agreement on the day and year written above.

OWNERS:

**SOUTHWEST POINTE PARTNERS,
a Nevada general partnership**

By: _____
JEFFERY DINGMAN, Partner

By: Carl Panattoni
CARL PANATTONI, Partner

NELL J. REDFIELD TRUST

By: _____
BETTY ALYCE JONES, Trustee

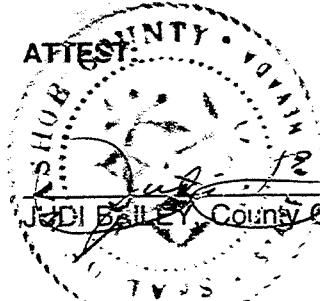
By: _____
HELEN JEANE JONES, Trustee

By: _____
GERALD C. SMITH, Trustee

COUNTY:

**THE COUNTY OF WASHOE, a
political subdivision of the State
of Nevada**

By: Stephen Bradhurst
STEPHEN BRADHURST, Chairman
Board Of County Commissioners



Approved As To Form:

By: Madelyn Shipman
MADELYN SHIPMAN
Assistant District Attorney

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In Witness Whereof, the parties have executed this Agreement on the day and year written above.

OWNERS:

COUNTY:

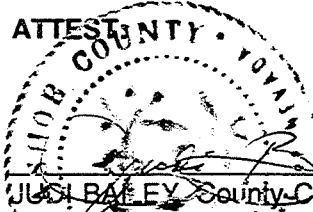
**SOUTHWEST POINTE PARTNERS,
a Nevada general partnership**

**THE COUNTY OF WASHOE, a
political subdivision of the State
of Nevada**

By: _____
JEFFERY DINGMAN, Partner

By: *Stephen Bradhurst*
STEPHEN BRADHURST, Chairman
Board Of County Commissioners

By: _____
CARL PANATTONI, Partner

ATTEST COUNTY CLERK

Judi Bailey
JUDI BAILEY, County Clerk

NELL J. REDFIELD TRUST

By: *Betty Alyce Jones*
BETTY ALYCE JONES, Trustee

Approved As To Form:

By: *Helene Jean Jones*
HELEN JEANE JONES, Trustee

By: *Madelyn Shipman*
MADELYN SHIPMAN
Assistant District Attorney

By: *Gerald C. Smith*
GERALD C. SMITH, Trustee

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1 When Recorded Return To:

2 ROBERT M. SADER
3 462 Court Street
4 Reno, Nevada 89501

5 MEMORANDUM OF FINAL DEVELOPMENT AGREEMENT

6
7 A certain Final Development Agreement of even date herewith has been
8 entered by and between **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**
9 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The
10 Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general
11 partnership, (collectively referred to as "OWNERS"); and the **COUNTY OF WASHOE**,
12 a political subdivision of the State of Nevada ("County"). The real property subject to
13 this Agreement is described on Exhibit "A", attached hereto and incorporated herein.
14 The Agreement creates rights and obligations between the parties regarding
15 development of Exhibit "A". These rights and obligations are intended to be
16 covenants and conditions which run with the land and bind successors, heirs and
17 assigns of the parties. All provisions of the Final Development Agreement are
18 incorporated herein by reference as if fully set forth. The Final Development
19 Agreement expires fifteen (15) years from the date of its execution.
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22 A copy of the Final Development Agreement and all documents associated
23 therewith is available by contacting the Washoe County Community Development
24 Department regarding Case No. DA9-1-93 at 1001 East Ninth Street, Post Office Box
25 11130, Reno, Nevada, 89520, (702) 328-6100.
26

27 C:\WP60\SWPOINTE\MEMAGREE
28 July 8, 1996

EXHIBIT "M"

96-734

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In Witness Whereof, the parties have executed this Memorandum of Final Development Agreement on this 23rd day of July, 1996.

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

By: *Stephen T. Bradhurst*
STEPHEN T. BRADHURST, Chairman

ATTEST:

By: *Judith E. Bailey*
JUDITH E. BAILEY, County Clerk

SOUTHWEST POINTE PARTNERS, a Nevada general partnership

By: _____
JEFFEREY E. DINGMAN, Partner

THE NELL J. REDFIELD TRUST

By: *Gerald C. Smith*
GERALD C. SMITH, Trustee

416-734

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STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

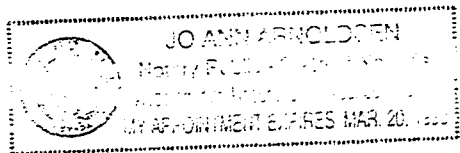
This instrument was acknowledged before me on _____,
1996 by JEFFEREY E. DINGMAN as Partner for SOUTHWEST POINTE PARTNERS,
a Nevada general partnership.

NOTARY: _____
TITLE: _____
MY COMMISSION EXPIRES: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 3
1996 by GERALD C. SMITH as Trustee of THE NELL J. REDFIELD TRUST.

NOTARY: Jo Ann Arnoldsen
TITLE: Notary Public
MY COMMISSION EXPIRES: 3-20-99




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In Witness Whereof, the parties have executed this Memorandum of Final Development Agreement on this ____ day of _____, 1996.

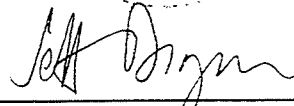
COUNTY OF WASHOE, a political subdivision of the State of Nevada, BOARD OF WASHOE COUNTY COMMISSIONERS

By: 
STEPHEN T. BRADHURST, Chairman

ATTEST:

By: 
JUDI BAKER, County Clerk

SOUTHWEST POINTE PARTNERS, a Nevada general partnership

By: 
JEFFEREY E. DINGMAN, Partner

THE NELL J. REDFIELD TRUST

By: _____
GERALD C. SMITH, Trustee

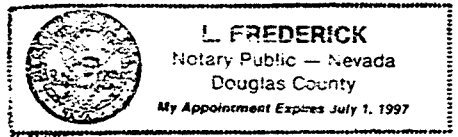
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STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 9th, 1996,
1996 by JEFFEREY E. DINGMAN as Partner for SOUTHWEST POINTE PARTNERS,
a Nevada general partnership.

NOTARY: L. Frederick
MY COMMISSION EXPIRES: 7/1/97



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,
1996 by GERALD C. SMITH as Trustee of THE NELL J. REDFIELD TRUST.

NOTARY: _____
MY COMMISSION EXPIRES: _____

96-234

LEGAL DESCRIPTION
SOUTHWEST POINTE

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

Parcel 1

T. 18 N., R. 19 E., MDB&M

Section 3: The south half

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed Records.

Section 10: All

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed records.

Further excepting therefrom those portions conveyed to the United States of America by Deed recorded October 23, 1984, in Book 2084, Page 80, as Document No. 957829, Official Records.

Parcel 2

T. 18 N., R. 19 E., MDB&M

Section 14: All

Section 15: The east half

Section 22: The east half

Section 23: All

Section 24: The west half

Section 26: The north half

Excepting therefrom that portion conveyed to the County of Washoe, a political subdivision, by Deed recorded April 29, 1988, in Book 2728, Page 395, as Document No. 1242873, Official Records.

Section 27: The northeast quarter; the west half of the southeast quarter; the southeast quarter of the southeast quarter.

Containing 3,272 acres, more or less.

Microfilm No. 8117
EXHIBIT "A"

96-734

STAFF
REPORT

GENERAL INFORMATION SUMMARY

Applicant/Property Owner: Southwest Pointe/Redfield Trust

Requested Action: An Ordinance pursuant to Nevada Revised Statutes 278.0205 approving the Final Development Agreement for Southwest Pointe. The agreement facilitates the development of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The project has a total acreage of ±3,171.6 3272 acres and is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 41-030-12, 49-010-04, and 49-010-10)

PRESENTATION

The Final Development Agreement for Southwest Pointe is the first legislatively-enabled Final Development Agreement to be presented to Washoe County for adoption. The positive attributes of a properly-constructed Development Agreement accrue to both sides. The county is presented a long-term, large-scale project that provides assurances that all phases of the development will maintain a unity of theme and be constructed to the high standards required by the Development Standards Handbook and the Development Agreement. Additional county benefits result from the long-term comprehensive planning, the more efficient, less burdensome financing of infrastructure, and in this particular case, reduced administrative costs for future phases because of the compliance checklists and the defined standards.

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On the other side, the developer receives vested development rights under the terms expressed by the agreement. A Development Agreement provides protection against future changes in an increasingly complex and uncertain land development process. This feature serves to enhance the ability of the developer to obtain the financial backing necessary to commence and complete the project. A Development Agreement should and can be a "win-win" proposition for both parties.

The Final Development Agreement for Southwest Pointe would allow, over the next fifteen years, development of a 1,090-lot residential community with two 18-hole golf courses, and recreational and commercial facilities on more than 3,200 acres in the Southwest Truckee Meadows. The preliminary Development Agreement for Southwest Pointe was initially approved by the Washoe County Board of County Commissioners on February 8, 1994. It was amended by the Board of County Commissioners on November 8, 1994 and again on June 11, 1996.

The Final Development Agreement for Southwest Pointe specifically allows subsequent approvals, especially those that would typically require public hearings, to be approved as a consent item by Washoe County. The Development Agreement also allows a longer time frame for the life of a tentative map than normally allowed by NRS.

The Ordinance provided you this morning includes the clarification to the NRS citation that was requested at caucus yesterday. The Development Agreement that is to be signed today includes the clarification to the nonpotable water agreement in Section 4.6 that was also presented at caucus and contained in the letter from Bob Sader. That clarification avoids "any circumstance in which the county might be deemed to have committed to effluent water service when a reliable supply of effluent is simply not available or in which the developer could not get nonpotable water from the county even though it is prepared to dedicate the creek water rights and build its share of the nonpotable water system facilities."

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The Director of the Department of Development Review has forwarded the Final Development Agreement to the Board of County Commissioners. The Director has determined that the findings required by Article 814 of the Development Code can be made. Those findings and the rationale for supporting them follows:

- The proposed gross residential density or intensity of use is not changed:

- The number of dwelling units (d.u.) permitted by the preliminary Development Agreement approved by the BCC on November 8, 1994, 1090, equals the number in the Final Development Agreement that is being presented for approval.

- That number is the same as when the Development Agreement was first proposed in September 1993 and is based upon figures provided by Washoe County which were developed from existing zoning on the Southwest Truckee Meadows Area Plan. Those figures are:

307 acres were zoned Low Density Suburban (LDS) which permits a density of 1.00 d.u. per acre and yielded 307 residential lots.

1,800 acres were zoned High Density Rural (HDR) which permits a density of 0.40 d.u. per acre and yielded 720 residential lots.

70 acres were zoned Medium Density Rural (MDR) which permits a density of 0.20 d.u. per acre and yielded 14 residential lots.

228 acres were zoned Low Density Rural (LDR) which permits a density of 0.10 d.u. per acre and yielded 28 residential lots.

867 acres were zoned General Rural (GR) which permits a density of d.u. per acre and yielded 21 residential lots.

For more than four years the applicant has relied upon a density of 28 units for the LDR acreage. These figures were provided by Washoe County in February 1992. In actuality the correct count is 22, a difference of six units.

In all prior actions the Development Agreement has always been found in conformance with the Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

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- The residential densities have been removed from all developed and undeveloped open space areas, golf courses and related recreational and ancillary facilities, and public and commercial areas. These areas will remain nonresidential.

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- The proposed ratio of residential to nonresidential use is not changed;
 - The proposed public facilities and commercial site are located within the same area and are of the same size as those previously approved by Washoe County.
 - All undeveloped open space areas and developed common areas are located within the same areas and are of the same size as those previously approved by Washoe County.
 - All golf courses and related recreational and ancillary facilities are located within the same areas and are of the same size as those previously approved by Washoe County.

- The area set aside for common open space is not reduced or the area is not substantially relocated;
 - All undeveloped open space areas and developed common areas are located within the same areas and are of the same size as those previously approved by Washoe County.
 - The proposed system of trails corresponds to the system adopted by Washoe County and includes approximately six miles of public trails.
 - Approximately 1500 acres of undisturbed, natural open space will be dedicated to Washoe County as the development of Southwest Pointe progresses.

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- The floor area proposed for nonresidential use is not increased;
 - The nonresidential uses will comply with all requirements of the Washoe County Code, including parking and landscaping. No waivers were requested or granted.
 - Specific uses, when established, will determine the ratio of floor area to lot size. No deviation from code requirements has been requested and none is being permitted by the Final Development Agreement.

- The total ground area covered by buildings and the height of buildings is not increased; and
 - Southwest Pointe is primarily a residential project with ancillary recreational amenities and public facilities. The ground area covered by the residential structures will correspond to developments of similar nature and quality.
 - As referenced in the finding on floor area, no deviation from code requirements has been requested and none is being permitted by the Final Development Agreement.
 - The height of residential and nonresidential structures will comply with the adopted Development Standards Handbook. No blanket variances have been requested or are being granted.

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- The plan provisions are consistent with the adopted preliminary development agreement.
 - Among the provisions the site plans include are:
 - Lot and block layouts and locations
 - Street patterns, elevations, and grades
 - Delineation of common areas
 - Location of project entry
 - Layouts and location of the golf courses and associated clubhouse and maintenance facilities
 - Sites for recreational amenities
 - School sites
 - Nevada Division of Forestry fire station site
 - Public and private trails and connections to the regional trail system
 - Perimeter residential lot fencing
 - Community fencing
 - Earthquake faults
 - Some private common driveways
 - Emergency access
 - Proposed and existing wells and water storage tanks
 - Wetlands, Maps Flood Zone "A" of the Flood Insurance Rate, and Waters of the USA
 - Locations of cut and fill slopes along the perimeter
 - All of these plan provisions are consistent with the preliminary Development Agreement approved by Washoe County.
- The plan provisions satisfy the requirements specified in the Conditions of Approval specified by Washoe County for the preliminary Development Agreement.

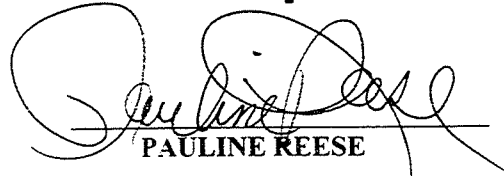
96-234

AFFIDAVIT OF MAILING

**BILL NO. 1138
NOTICE OF PUBLIC HEARING**

I, **PAULINE REESE**, being first duly sworn, depose and say that on the 11TH DAY OF JULY, 1996, I personally placed in an envelope, and placed in the mail postage prepaid, a copy of the hereto attached Notice of Public Hearing on Bill No. 1138 [Southwest Pointe Development Agreement] to be held on JULY 23, 1996, addressed to the persons hereinafter named as being affected property owners, and deposited the same in the Post Office at Reno, Nevada, to wit:

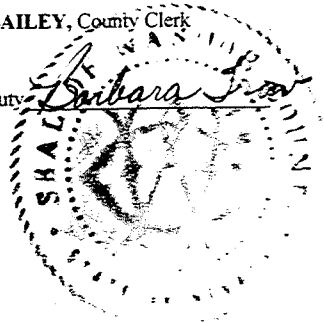
[SEE ATTACHED MAILING LABEL LIST]


PAULINE REESE

Subscribed and sworn to before me this
11th day of July, 1996.

JUDI BAILEY, County Clerk

By Deputy



96-734

NOTICE OF PUBLIC HEARING

BILL NO. 1138

NOTICE IS HEREBY GIVEN That the Washoe County Board of Commissioners will hold a public hearing in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, **on Tuesday, July 23, 1996, at 9:30 a.m.**, to consider second reading and adoption of **Bill No. 1138** entitled as follows:

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0205 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR SOUTHWEST POINTE. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY WHICH INCLUDES 1,090 HOMESITES WITH COMMON OPEN SPACE, A WATER DELIVERY SYSTEM, TWO GOLF COURSES WITH RELATED RECREATIONAL FACILITIES, A DAY CARE FACILITY, AN EQUESTRIAN CENTER, AND A COMMERCIAL VILLAGE CENTER. THE PROJECT HAS A TOTAL ACREAGE OF ±3,171.6 ACRES AND IS LOCATED NORTH OF MOUNT ROSE HIGHWAY (SR 431) AND WEST OF THOMAS CREEK ROAD. THE PROPERTY IS DESIGNATED LOW DENSITY SUBURBAN (LDS), LOW DENSITY RURAL (LDR), MEDIUM DENSITY RURAL (MDR), HIGH DENSITY RURAL (HDR) AND GENERAL RURAL (GR) IN THE SOUTHWEST TRUCKEE MEADOWS AREA PLAN AND IS SITUATED WITHIN PORTIONS OF SECTIONS 3, 10, 13, 14, 15, 22, 23, 24, 26 AND 27, T18N, R19E, MDM, WASHOE COUNTY, NEVADA. (APN: 49-010-04, 49-010-10 AND 49-030-12).

96-734

Anyone desiring to attend said hearing to offer testimony for or against the adoption of the ordinance is invited to do so at the above-named time and place.

A copy of the proposed ordinance is on file in the office of the County Clerk, 75 Court Street, Reno, Nevada, 89501.

JUDI BAILEY, Washoe County Clerk



NOTICE

THE NEXT DOCUMENT(S) WHEN FILED WAS IN THE CONDITION REFLECTED
BY THIS MICROFILM.

THE WORKMANSHIP ON THE DOCUMENT IS OF POOR QUALITY AND ITS
LEGIBILITY IMPAIRED.

JUDI BAILEY, COUNTY CLERK.

By 
Deputy

UNITED STATES OF AMERICA (TO: PAPER MILL FOREST) 00000	04103007	UNITED STATES OF AMERICA	04103011
RUDOLPH A BALLARDINI 8555 MOUNTAIN SWEET RENO NV 89511	04104013	R LORING / ANGELA D PERSIGHEL 8555 MOUNTAIN SWEET RENO NV 89511	04104005
R LORING / ANGELA D PERSIGHEL 8555 MOUNTAIN SWEET RENO NV 89511	04104006	TESSIE WASHINGTON C/O THOMAS PETER 2200 W VAHARA DR #1 LAS VEGAS NV 89102	04114005
W DOUGLAS BRODIE % SECOND SIERRA MEDICAL MGT TRUST 6148 GREENBROOK DR RENO NV 89511	04101201	LARRY W & WILLIAM S GARDNER 710 SCHELLBOURNE CT RENO NV 89511-7395	04101202
ROBERT L NICHOLS 4108 WILD EAGLE TERR RENO NV 89511	04101203	CRAIG & JILL PRATER P O BOX 7096 RENO NV 89510	04101204
W DOUGLAS BRODIE % SECOND SIERRA MEDICAL MGT TRUST 6148 GREENBROOK DR RENO NV 89511	04101201	LARRY W & WILLIAM S GARDNER 710 SCHELLBOURNE CT RENO NV 89511-7395	04101202
ROBERT L NICHOLS 4108 WILD EAGLE TERR RENO NV 89511	04101203	CRAIG & JILL PRATER P O BOX 7096 RENO NV 89510	04101204
PETTY ALYCE JONES P O BOX 71 RENO NV 89504	04901004	WASHOE COUNTY	04901011
UNITED STATES OF AMERICA	04901015	UNITED STATES OF AMERICA 00000	04901012

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UNITED STATES OF AMERICA
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04904001

KEVIN W. P...
305 ...
RENO NV 89501

04904001

PERLY A. VERA L. STEWART
1570 DELWOOD LN #123
RENO NV 89509

04904003

UNITED STATES OF AMERICA
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04904004

UNITED STATES OF AMERICA
00000

04904005

ROBERT L. THOMAS
5656 MOUNT ROSE HWY
RENO NV 89511

04904006

UNITED STATES OF AMERICA
00000

04904007

ERVIN & JUAN SINGER
P O BOX 4731
INCLINE VILLAGE NV 89500

04904008

JOHN C. & MARY V. HORDEN
P O BOX 3301
INCLINE VILLAGE NV 89450

04904009

H L & MARGARET KIKELICPER
2401 WEST HOLDING LANE
RENO NV 89511

04904010

CHARLES & MARY JACKSON
P O BOX 4924
SPARKS NV 89432

04904011

CHARLES S. MARY JACKSON
P O BOX 4924
SPARKS NV 89432

04904012

UNITED STATES OF AMERICA
00000

04904013

KIMBERLY BUILDINGS INC
15874 MT ROSE HWY
RENO NV 89511

04904014

DOUGLAS F. & CHRISTINE L. HUNT
1770 MELARNEY LN
RENO NV 89511

04904015

UNITED STATES OF AMERICA

04904016

UNITED STATES OF AMERICA
00000

04904017

RICHARD F. & MARILYN L. HECKA
5650 MT ROSE HIGHWAY
RENO NV 89511

04904018

WILLIAM L. OR PAENGER
5085 MT ROSE HWY
RENO NV 89511

04904019

SHER PAENGER
P O BOX 21210
RENO NV 89515-0210

04904020

NORA L. JONES
1875 MOUNT ROSE HWY
RENO NV 89511-0010

04904021

UNITED STATES OF AMERICA
00000

04904021

FABIAN L. & HIR BOOK GILLOOLY
1470 SPRING DR
RENO NV 89502

04904022

JAMES GLANER
P O BOX 906
CARSON CITY NV 89702

04904022

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MYRON A III WICK 244 CHESTNUT STREET SAN FRANCISCO CA 94109	04904035	MYRON A III WICK 244 CHESTNUT STREET SAN FRANCISCO CA 94109	04904037
UNITED STATES OF AMERICA 00000	04905101	CHARLES E & GAY D BROKAW 5651 MOUNT ROSE HY RENO NV 89511	04905102
MARSHALL S & MARY F KAPNER 410 NW 3RD ST BENTONVILLE AR 72712	04905103	UNITED STATES OF AMERICA 00000	04905104
MORRIS B & ELAINE STEPHENS 5250 MT ROSE HWY RENO NV 89511	04905105	ROBERT E JR & GEORGENE E LINDSEY 3351 SKYLINE BV RENO NV 89509-5671	04905106
KENNETH E NIXON 5852 MT ROSE HY RENO NV 89511	04905107	ROSEMARY S MELARKEY 5849 MOUNT ROSE HIGHWAY RENO NV 89511	04905108
MARGUERIE I COCKS 742 MORENA AVENUE PALO ALTO CA 94303	04905109	GLENN & LILLIAN RYAN P O BOX 12035 RENO NV 89510	04905165
LAWRENCE G TURK ETRA-TURK JULIA 5859 MT ROSE HWY RENO NV 89515	04905166	NELL J REDFIELD P O BOX 61 RENO NV 89504	04906006
UNITED STATES OF AMERICA 00000	04906007	UNITED STATES OF AMERICA 00000	04906010
UNITED STATES OF AMERICA 00000	04906013	UNITED STATES OF AMERICA 00000	04906014
GEORGE & JUDITH J POORE 4900 WARREN HY RENO NV 89509	04906027	JOZEF & BARBARA MURAWSKI 23 N 18TH AVE MANVILLE NJ 08025	04916502
STEVEN D & CAROLYN M NOTTERMAN 45 N GOBI DR SPARKS NV 89436	04916503	ALAN R & ELIZABETH A MORTESEN 13390 WELCOME HWY RENO NV 89511	04916504
HAROLD H & HELEN H CHADWICK 13370 WELCOME HWY RENO NV 89511	04917101	C L & MARGOT APPLETON 20640 MT ROSE HWY RENO NV 89511	04917102

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PAUL J & CHRISTINE M MILLER
4630 RIO ENCHANTADO LN
RENO NV 89502

04917103

GEORGE J & NANCY J FURMAN
12650 BUCKHORN LN
RENO NV 89511

04917104

R CRAIG & DENISE C VESSIE
13290 WELCOME WY
RENO NV 89511

04917105

KENNETH L & CONNIE S BOGAN
13155 BRUSH LN
RENO NV 89511-8648

04917108

WASHOE COUNTY

04917109

JACK E WATT
4225 WILD EAGLE TER
RENO NV 89511

04920106

JOSEPH & DIANE HAMOFF
5535 PEPPER DR
ROCKFORD ILL 61111

04920107

PATRICIA M & RONALD O EBERHARD
P O BOX 12508
RENO NV 89511-9998

04920108

GILBERT R & LESLIE M PETERS
4285 WILD EAGLE TER
RENO NV 89511

04920109

KENT & NANCY SWICET
4305 WILD EAGLE TERR
RENO NV 89511

04920110

BRAULEY & LORI L ABESON
4335 WILD EAGLE TE
RENO NV 89511

04920111

WAYNE E FERREE
C/O TERRATECH
1365 VANDER WY
SAN JOSE CA 95112

04920112

STEVEN L BRECHER
4395 WILD EAGLE TERRACE
RENO NV 89511

04920113

LARRY A PLATZ
4415 WILD EAGLE TE
RENO NV 89511

04920114

ROBERT H & KAREN B HOME
P O BOX 1580
DAYTON NV 89403

04920115

ROBERT F BARR
14050 MOONRISE CT
RENO NV 89511

04920116

SADDLEHORN HOMEOWNERS ASSOCIATION
4185 WILD EAGLE TERR
RENO NV 89511

04920117

WASHOE COUNTY

04920118

WASHOE COUNTY

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SADDLEHORN HOMEOWNERS ASSOCIATION
4185 WILD EAGLE TERR
RENO NV 89511

04920120

JOSEPH F & BARBARA G LACCHIA
16525 AMBER TREE LANE
HACIENDA HEIGHTS CA 91745

04920121

THOMAS L & ANN H LYONS
14065 MOONRISE CT
RENO NV 89511

04920122

BRATSCHE FAMILY TRUST THE
15830 KALISHER ST
GRANADA HILLS CA 91344

04920123

SADDLEHORN HOMEOWNERS ASSOCIATION
4185 WILD EAGLE TERR
RENO NV 89511

04920124

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LINDA M GREGG P O BOX 4591 INCLINE VILLAGE NV 89450	04946101	J K TAYLOR DURNHAM-TAYLOR PATRICIA A 14140 SADDLEBOW DR RENO NV 89511	04946108
FRANCIS J & NANCY E GOODWATER 14130 SADDLEBOW DR RENO NV 89511	04946109	CARLO B & CAROLINE GIUFURTA 14120 SADDLEBOW DR RENO NV 89511	04946110
TIM HANSLEY 14110 SADDLEBOW DR RENO NV 89511	04946111	LINDA G & JAMES JENKS 14100 SADDLEBOW DR RENO NV 89511	04946112
JOSEPH G & DIANE C NAMOFF 5535 PEPPER DR ROCKFORD ILL 61114	04946113	SARY B & PHYLLIS M ELY 5202 S MOHAWK LN SPOKANE WA 99206	04946114
DAMON L & LYNNE STUTES 5915 TYRONE RD RENO NV 89502	04946115	HENRY & JOSEPHINE SANFILIPPO 1102 RHINE CASTLE WY SAN JOSE CA 95120	04946116
MARSHA J ROUSE 4033 CLOVER CREEK CT RENO NV 89509	04946117	EDUARDO & FAYTINE ARIAS P O BOX 20132 RENO NV 89510	04946118
T M B BUILDERS LLC 4638 VILLAGE GREEN PKWY RENO NV 89509	04946119	SADDLEBORN HOMEOWNERS ASSOCIATION 4185 WILD EAGLE TERRACE RENO NV 89511	04946124
SADDLEBORN DEVELOPMENT CO 4185 WILD EAGLE TE RENO NV 89511	15005001	B & K METAL SALES CO INC P O BOX 261 HILLSDALE MI 49242	04946202
DAMON L & LYNNE A STUTES 5915 TYRONE RD RENO NV 89502-6262	04946203	GRACE J & KENNETH J DAVIS 14145 SADDLEBOW DR RENO NV 89511	04946204
PETER A TRAPOLINO 200 HILL SAUER RD CARSON CITY NV 89704	04946211	DANIEL L & DEBRA E MERKEL 14055 SADDLEBOW DR RENO NV 89511	04946212
PETER A TRAPOLINO 200 HILL SAUER RD CARSON CITY NV 89704	04946213	HELEN DUSTIN 14055 SADDLEBOW DR RENO NV 89511	04946214
ANTHONY & MARGARET DIORCIARI 14095 SADDLEBOW DR RENO NV 89511	04946215	DANIEL & DEBRA MERKEL 14055 SADDLEBOW DR RENO NV 89511	04946216

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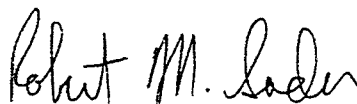
The County and the developer intend to provide for the construction of nonpotable water facilities and the dedication of Thomas Creek surface water rights (with back-up supplemental groundwater) to the County for interim water supply, in a separate agreement on the nonpotable water system (Section 4.6 of the Agreement).

Pending Commissioner approval of this nonpotable water agreement, it would seem prudent for both the County and the developer to specify in the Final Development Agreement how the interim water supply will be provided (i.e., developer dedication for County use of Thomas Creek water rights, and initial use of water from the potable system) in order to avoid any circumstance in which the County might be deemed to have committed to effluent water service when a reliable supply of effluent is simply not available, or in which the developer could not get nonpotable water from the County even though it is prepared to dedicate the creek water rights and build its share of the nonpotable water system facilities. Both parties are protected by a minor change in the Agreement to add language to this effect in Section 4.6. The language would read as follows:

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The parties agree that OWNERS shall dedicate Thomas Creek water rights and supplemental groundwater rights acceptable to the County Utility Division. The County will provide a water supply to be used in the nonpotable water system for irrigation of golf course and common areas until such time as the effluent supply from South Truckee Meadows Wastewater Treatment Plant is sufficient to meet the Project irrigation needs. If OWNERS require irrigation water prior to the time the nonpotable water system facilities have been completed, water from the potable water system may be utilized to the extent it is not being used pursuant to a County will-serve letter for Project potable water demands.

If the addition of the foregoing language is acceptable, I am authorized by the "OWNERS" under the Agreement to substitute pages in the Agreement incorporating the language changes without the need to reacquire "OWNERS" signatures.



Robert M. Sader, Esq.

cc: *Pierre Hascheff*
Brita Tryggvi
Mike Mohler
John Collins

96-734

RENO GAZETTE-JOURNAL

Legal Advertising Dept. 702-788-6394

Customer Account # 349008
PO #/ID #*2671 PH 1138

WASHOE COUNTY
Comptroller's Office
PO Box 11130
RENO NV 89510

TERMS: Please pay from this invoice. It is due upon presentation and is past due after 15 days.

Legal Ad Cost 34.74

PROOF OF PUBLICATION

STATE OF NEVADA
COUNTY OF WASHOE

ss. Tana Ciccotti

being duly sworn, deposes and says:
That as legal clerk of the RENO GAZETTE-JOURNAL, a daily newspaper published in Reno, Washoe County, State of Nevada, that the notice:
Public Hearing 1138

of which a copy is hereto attached, has been published in each regular and entire issue of said newspaper on the following dates to wit:
July 12 1996

Signed

Tana Ciccotti


Subscribed and sworn to before me on 07/12/96

Notary Public

Debra J. Dicianno

NOTICE OF PUBLIC HEARING
BILL NO. 1138
NOTICE IS HEREBY GIVEN that the Washoe County Board of Commissioners will hold a public hearing in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, on **TUESDAY, JULY 23, 1996**, at 9:30 a.m., to consider second reading and adoption of **BILL NO. 1138**, entitled as follows:
AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0205 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR SOUTHWEST POINTE, THE AGREEMENT FACILITATES THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY WHICH INCLUDES 1,090 HOMESITES WITH COMMON OPEN SPACE, A WATER DELIVERY SYSTEM, TWO GOLF COURSES WITH RELATED RECREATIONAL FACILITIES, A DAY CARE FACILITY, AN EQUESTRIAN CENTER, AND A COMMERCIAL VILLAGE CENTER. THE PROJECT HAS A TOTAL ACREAGE OF 475,171.6 ACRES AND IS LOCATED NORTH OF MOUNT ROSE HIGHWAY (SR 431) AND WEST OF THOMAS CREEK ROAD. THE PROPERTY IS DESIGNATED LOW DENSITY SUBURBAN (LDS), LOW DENSITY RURAL (LDR), MEDIUM DENSITY RURAL (MDR), HIGH DENSITY RURAL (HDR) AND GENERAL RURAL (GR) IN THE SOUTHWEST TRUCE MEADOWS AREA PLAN AND IS SITUATED WITHIN PORTIONS OF SECTIONS 3, 10, 13, 14, 15, 22, 23, 24, 26 AND 27, T18N, R19E, MDM, WASHOE COUNTY, NEVADA (APNs 49-010-04, 49-010-10 AND 49-030-12).
Anyone desiring to attend said hearing to offer testimony for or against the adoption of the ordinance is invited to do so at the above-named time and place.
A copy of the proposed ordinance is on file in the office of the County Clerk, 75 Court Street, Reno, Nevada 89501.
JUDH BARLEY
Washoe County Clerk
No. 2671 July 12, 1996

96-734

 **DEBRA J. DICIANNO**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No. 92-2889-2 - Expires May 19, 2000

P.O. BOX 22000, RENO, NEVADA 89520
(702) 788-6200

 **GANNETT**

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CERTIFIED COPY

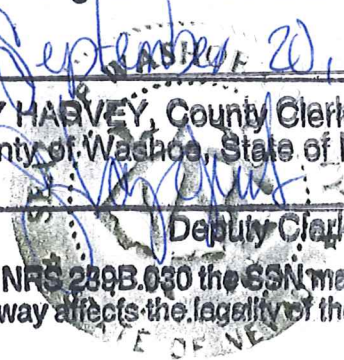
The foregoing document is a full, true and correct copy of the original on file and of record in my office.

Date: September 20, 2010

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

By [Signature]
Deputy Clerk

Pursuant to NRS 289B.030 the SSN may be redacted, but in no way affects the legality of the document.





WASHOE COUNTY RECORDER

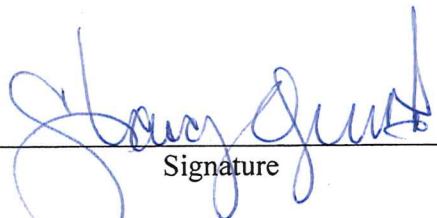
OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

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

LEGIBILITY NOTICE

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

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 50



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(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: _____

Development Agreement
Southwest Pointe Partners
(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

Jaime Delleria
Signature

Deputy Clerk
Title

JAIME DELLERIA
Printed Name

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

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

(Additional recording fee applies)

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FINAL DEVELOPMENT AGREEMENT

BETWEEN

**COUNTY OF WASHOE, a political subdivision
of the State of Nevada**

**BETTY ALYCE JONES, HELEN JEANE JONES,
IRIS G. BREWERTON, KENNETH G. WALKER
AND GERALD C. SMITH,
*Trustees of The Nell J. Redfield Trust***

AND

**SOUTHWEST POINTE PARTNERS,
*a Nevada general partnership***

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EXHIBITS

Legal Description	A
Conditions of Development Agreement Case No. DA9-1-93	B
Conditions of Special Use Permit Case No. SPW9-10-93	C
Conditions of Special Use Permit Case No. SPW9-13-93	D
Development Standards Handbook	E
Site Plan	F
Open Space Management Plan	G
Right-of-Way Documents for Off-Site Access from Thomas Creek Road	H
Construction Traffic Haul Route Plan	I
Concept-Level Storm Drain	J
Geotechnical Report on Earthquake Faulting	K
Schematic Water System Plan	L
Memorandum of Agreement	M

96-734

FINAL DEVELOPMENT AGREEMENT

This Agreement is entered into this 25th day of July, 1996 by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada ("COUNTY"); and **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G. BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The **Nell J. Redfield Trust** and **SOUTHWEST POINTE PARTNERS**, a Nevada general partnership, (collectively referred to as "OWNERS"). For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. GENERAL.

1.1 Legal Authority.

Nevada Revised Statute ("NRS") 278.0201 to 278.0207 and Washoe County Development Code (the "Code") §§ 110.814.00 to 110.814.95 authorize the COUNTY and the OWNERS to enter into agreements for the development of real property. This Agreement is a final development agreement, as defined in Code § 110.814.75, and as provided in NRS Chapter 278.

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1.2 The Project.

The OWNERS hold a legal or equitable interest in certain real property located in COUNTY, a legal description of which is attached as Exhibit "A". Development of the real property, subject to the terms of this Agreement, has been authorized by COUNTY under Case No. DA9-1-93 and ancillary cases, and is described as a residential community which includes 1,090 residential lots with common open space, a water delivery system (potable and nonpotable), sewer system, two golf courses with related recreational facilities, and a commercial village center,

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the total acreage being ±3,171.6 acres, designated under COUNTY land use designations as Low Density Suburban, Low Density Rural, Medium Density Rural, High Density Rural, and General Rural (the "Project").

1.3 Past Approvals.

The OWNERS have obtained the following approvals from the COUNTY pertaining to the Project:

- a) On June 11, 1996 OWNERS obtained approval from the Board of County Commissioners for conditions to DA9-1-93. Said conditions and amendments are attached hereto as Exhibit "B".
- b) On September 5, 1995 OWNERS obtained approval from the Planning Commission for a Special Use Permit (Case No. SPW9-10-93) to develop a water system having storage of 1.4 million gallons and necessary delivery system. The order issuing such approval is attached as Exhibit "C"
- c) On May 2, 1995 OWNERS obtained approval from the Planning Commission for a Special Use Permit (Case No. SPW9-13-93) to grade the first golf course and improve the construction access. The order issuing such approval is attached as Exhibit "D".
- d) On November 8, 1994 OWNERS obtained approval from the Board of County Commissioners to amend the preliminary development agreement.
- e) On September 27, 1994 OWNERS obtained approval from the Board of County Commissioners for an 18-month extension to submit a draft final agreement, which OWNERS have submitted in compliance with said extension.
- f) On February 8, 1994 OWNERS obtained approval from the Board of County Commissioners pursuant to Code § 110.814.70 of a preliminary development agreement (Case No. DA9-1-93).

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1.4 Ordinance.

This Agreement shall be approved by ordinance. The Project is to be developed as a single entity and includes uses and development standards consistent with the Washoe County Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

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1.5 Benefit to OWNERS.

The OWNERS acknowledge and agree that, prior to entering into this Agreement appropriate legal advice and counsel was sought, that the OWNERS made a voluntary informed business decision to enter into this Agreement in good faith. The OWNERS further acknowledge and agree that substantial benefits will accrue to the OWNERS as a result of the OWNERS and the COUNTY entering into this Agreement, including entitlements to develop the Project in accordance with this Agreement and the Conditions of Approval, an extension or opportunity to seek an extension of the time in which to file a final subdivision map under this Agreement, certainty in the particular on-site and offsite improvements and requirements which the OWNERS will be responsible for constructing or completing, and certainty in the imposition of land use fees or obligations which may be imposed by the COUNTY.

1.6 Benefit to COUNTY.

The COUNTY acknowledges and agrees that substantial benefits will accrue to the COUNTY as a result of OWNERS and the COUNTY entering into this Agreement, including the rational, planned land uses and development of the Real Property.

2. SELECTED DEFINITIONS.

2.1 "Agreement" means this development agreement.

2.2 "Conditions of Approval" mean all conditions of the Project approvals as set forth in the orders from Washoe County attached to this Agreement as Exhibits B, C, and D, which conditions are incorporated herein as provisions of this Agreement.

2.3 "COUNTY" means Washoe County, a political subdivision of the State of Nevada, and its officers, elected officials, agents, employees, divisions, departments, committees, boards and commissions.

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2.4 CC&Rs means the declaration of covenants, conditions and restrictions which will be drafted by OWNERS, approved by the COUNTY and recorded against the Real Property, as further provided in the Conditions of Approval.

2.5 "Development Standards Handbook" means the development standards for the Project as set forth in Exhibit "E".

2.6 "Golf Course Property" includes all real property for the golf and related recreational facilities component of the Project.

2.7 "OWNERS" mean those property owners identified above and their successors and assigns.

2.8 "Project" means the Southwest Pointe development as approved by the COUNTY in Case No. DA9-1-93 and this Agreement.

2.9 "Public Facilities" are facilities that will be dedicated to the COUNTY. Public Facilities shall include, but are not limited to: on-site or offsite sewage collection facilities; water rights dedicated for service; water systems facilities; together with all lines, mains, holding and disposing areas, tanks, public easements and rights-of-way; and all off-site improvements that include public roadways, equipment, street lights and traffic signals. Owner constructed Public Facilities for water will include all non-golf related improvements consisting of the required water storage tanks, well improvements, water mains, water services, water meters, gate valves, fire hydrants, flush valves, air release valves and related appurtenances. The Public Facilities for sewer will include sewer manholes, sewer mains, sewer laterals and collection lines within the Common Area Property as well as off-site effluent irrigation lines, tanks and pump stations, and the on-site effluent main line and reservoirs. In addition, Public Facilities also includes improvement of Whites Creek Lane as specified in the Conditions of Approval.

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2.10 "Public Utilities" include, but are not limited to, water, sewer, natural gas, electricity, telephone, and cable television, together with all equipment and easements dedicated for these utilities.

2.11 "Real Property" means all the real property described in Exhibit "A". The real property includes the Golf Course Property, the Subdivision Property, and any remaining real property within the Project.

2.12 "Site Plan" means the plans in compliance with Code § 110.814.45 and attached hereto as Exhibit "F", and includes the Development Standards Handbook, Exhibit "E".

2.13 "Subdivision Improvements" are any on-site or off-site improvements or facilities required of residential subdivisions pursuant to this Agreement. Subdivision Improvements include, but are not limited to, all drainage improvements, common area improvements, curbs, streets, gutters, medians, parkways, pedestrian and bike paths, sidewalks, street lights, any directional traffic devices, and the Public Facilities required in connection with residential development.

2.14 "Subdivision Property" includes all real property for the residential housing component of the Project.

3. **REQUIRED CONTENTS OF AGREEMENT.**

Pursuant to Code § 110.814.75, the following matters are included in this Agreement.

3.1 **Preliminary Agreement.**

Reference is made to the preliminary development agreement as approved in Case No. DA9-1-93 and amended or superseded by this Agreement.

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3.2 Legal Agreement.

The substance of covenants, grants or easements, or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for Public Utilities shall be as provided in the CC&Rs and as specified in the Conditions of Approval.

3.3 Site Plan.

A Site Plan in conformance to Code § 110.814.45 is attached to this Agreement as Exhibit "F"; and includes the Development Standards Handbook, Exhibit "E".

3.4 Installation and Maintenance.

A program for the installation and maintenance of parking areas, lighting, landscaping, private drainage facilities (including detention ponds, ditches, storm drains and drop inlets), private streets, utilities, recreational facilities and other infrastructure is specified in the Conditions of Approval and will be further provided for, in part, in the CC&R's.

3.5 Open Space Resources.

A program for the protection of open space resources, approved by COUNTY, is attached as Exhibit "G". No open space shall be sold to a bona fide third party without prior written consent of County. As provided in Exhibit "G", after the 10-acre park is constructed, the County shall be responsible for park maintenance and upkeep.

3.6 Development Schedule And Phasing.

Guidelines for a development schedule and phasing of the Project are more particularly described in the Development Standards Handbook (See Article I), Exhibit "E".

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3.7 Development Standards Handbook.

A Development Standards Handbook in compliance with Code § 110.814.35(a) is attached hereto as Exhibit "E".

3.8 Incorporation of Other Exhibits.

The following exhibits are also attached hereto:

- a) Right-Of-Way Documents for Off-Site Access from Thomas Creek Road, Exhibit "H";
- b) Construction Traffic Haul Route Plan, Exhibit "I";
- c) Concept-Level Storm Drain Plan, Exhibit "J";
- d) Geotechnical Report On Earthquake Faulting, Exhibit "K"; and
- e) Schematic Water System Plan, Exhibit "L".

4. EFFECT OF AGREEMENT.

4.1 Entitlements.

The approval of this Agreement by County constitutes a vested right of OWNERS to develop the Real Property as set forth in this Agreement and pursuant to the land use designations provided herein. Pursuant to Code § 110.814.15(b), this Agreement does not prevent COUNTY in a subsequent action applicable to the Real Property from adopting new ordinances, resolutions or regulations that conflict with those ordinances, resolutions and regulations in effect at the time this Agreement is made, provided any new ordinances, resolutions or regulations do not impose upon OWNERS restrictions, requirements or standards which are more burdensome, more expensive or more onerous to satisfy than those in effect at the time this Agreement is made; and provided further that any said new ordinances, resolutions or regulations do not conflict with provisions of this Agreement in a manner that adversely affects OWNERS.

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The parties agree such a conflict or inconsistency would prevent development of the Project as set forth in this Agreement. Nothing contained in this subsection 4.1 shall be construed to impair enforcement or compliance with the provisions of Code § 110.814.15(c) or (d).

4.2 Subsequent Approvals and Conditions.

Tentative maps and final maps for Subdivision Property, building permits, variances, parcel maps, boundary line adjustments, special use permits for nonresidential property, and other approvals by COUNTY within the Project ("Subsequent Approvals") shall be required pursuant to Code requirements in existence at the time this Agreement is made, except as stated otherwise herein. All Subsequent Approvals in conformance with NRS Chapter 278 and the Code (as amended hereby), and in substantial conformance with the provisions of this Agreement shall be approved by the COUNTY as a consent item without public hearing. The Conditions of Approval specified in Exhibit "B", "C", and "D" may not be amended by Subsequent Approvals without the consent of OWNERS. Any conditions imposed by COUNTY in Subsequent Approvals which pertain to the same subject matter as any Conditions of Approval may not impose restrictions, requirements or standards which are more burdensome, more expensive or more onerous for OWNERS to satisfy than any Conditions of Approval, without the consent of OWNERS; provided that reasonable conditions imposed by COUNTY in Subsequent Approvals which pertain to matters not addressed by any Conditions of Approval, or provide more detail and do not conflict with matters addressed by any Conditions of Approval, shall be allowed. Conditions and provisions hereof regarding construction of off-site or on-site improvements (e.g. streets and utilities), including development standards and design guidelines, may be varied upon request of the OWNERS and approval of the County Engineer.

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4.3 Subsequent Fees.

COUNTY currently imposes four (4) fees for the privilege of developing real property: a water connection fee; a sewer connection fee; a park residential construction tax; and the Regional Road Impact Fee ("RRIF") ("collectively County Fees"). The County Fees shall be imposed on applicable development within the Project in the same manner said fees are imposed for other similarly situated development in the COUNTY, subject to the following conditions.

4.3.1 Provided OWNERS construct a potable water system as part of the Public Facilities to serve the potable water demands of the Project as those demands arise, COUNTY shall charge no water connection fee for development within the Project.

4.3.2 Provided OWNERS receive a credit for all off-site sewer facilities infrastructure constructed by OWNERS, OWNERS shall pay the sewer connection fee at the time and in the amount specified by COUNTY ordinance.

4.3.3 Subject to any credits allowed by a RRIF Capital Front-Ending Agreement, OWNERS shall pay the RRIF at the time and in the amount specified by County ordinance.

4.3.4 Subject to the provisions of an agreement between COUNTY and OWNERS for the construction of neighborhood park improvements within the Project, OWNERS shall pay the park residential construction tax at the time and in the amount specified under NRS 278.497 to NRS 278.4987.

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4.4 No New COUNTY Fees.

Except for the County Fees or as specified in subsections 4.5 and 4.6 below, no new fees or taxes enacted or approved by COUNTY after the date this Agreement is made for construction or development within the Project or for capital improvements for Public Facilities shall apply to the Project, provided that the provisions of this subsection are not intended to prohibit the imposition and collection of County fees and charges imposed at the time of execution hereof (e.g., for permits or inspections).

4.5 Special Assessment Districts.

The parties agree that certain Public Facilities may be financed, constructed and paid for, in whole or in part, by one or more developer special assessment districts. For the purposes of the County's Special Assessment Guidelines dated February, 1992 ("Guidelines"), the parties agree that the following improvements generally provide a public benefit, satisfy Section A of the Guidelines and may be included at the discretion of the parties in a special assessment district:

- (a) the construction and land costs of Whites Creek Lane;
- (b) the County-owned nonpotable water system for golf course and landscape irrigation;
- (c) the purchase price of creek water rights (with supplemental groundwater rights) for the County-owned nonpotable water system;
- (d) the County-owned potable water system; and
- (e) County-owned landscaping improvements and trails/paths along public streets.

4.6 Nonpotable Water Agreement.

Any fees, costs and expenses of OWNERS pursuant to an agreement between the parties for the provision of nonpotable water for golf course and common area landscape irrigation shall not be construed as a new fee under subsection 4.4. above.

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The parties agree that OWNERS shall dedicate Thomas Creek water rights and supplemental groundwater rights acceptable to the County Utility Division. The County will provide a water supply to be used in the nonpotable water system for irrigation of golf course and common areas until such time as the effluent supply from South Truckee Meadows Wastewater Treatment Plant is sufficient to meet the Project irrigation needs. If OWNERS require irrigation water prior to the time the nonpotable water system facilities have been completed, water from the potable water system may be utilized to the extent it is not being used pursuant to a County will-serve letter for Project potable water demands.

4.7 Credits or Reimbursements of County Fees.

No successor or assign of OWNERS shall be entitled to a credit or reimbursement of a County Fee or fee imposed pursuant to subsection 4.6 above, unless that successor OWNER obtains an express assignment of the right to the credit or reimbursement from the OWNER who paid for or earned the credit or reimbursement of a County Fee.

4.8 Parcel Maps.

OWNERS shall be entitled to submit or obtain approval of parcel maps within Project in order to facilitate development, even if said parcel maps create legal parcels within an area of the Project subject to a tentative map, provided that such parcel maps are not used as a subterfuge to create residential lots subject to an approved tentative map. OWNERS shall not be required to dedicate water rights for new parcels created by parcel maps within the Project, if such new parcels are not intended to require potable water service by COUNTY under the provisions of this Agreement.

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4.9 Fire Protection.

Owners agree to transfer and dedicate free of charge to County (or to another government entity of County's choice) prior to the recordation of the first final map a one-acre fire station site located on Whites Creek Lane east of the proposed elementary school and east of the Project entrance. The exact location and parcel configuration shall be mutually agreed by the parties. The deed for the fire station site shall restrict use to a fire station and ancillary purposes. Owners and representatives of the Nevada Division of Forestry have entered into discussions regarding the free dedication of the fire station site and other possible needs for fire protection, and no other commitments were made except Owner's agreement herein to dedicate the fire station site.

5. TERM OF AGREEMENT AND AMENDMENTS.

5.1 Term.

The term of this Agreement shall be fifteen (15) years from the date hereof; provided that all applicable terms of this Agreement shall remain binding and enforceable regarding permits, construction or development on any portion of the Real Property subject to a tentative map, a recorded final map or a special use permit in existence at the time of expiration of this Agreement.

5.2 Amendments.

Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the overall Project character and design. Amendments, if any, shall be approved as provided in NRS 278.0205. Changes hereto which are in substantial compliance with the overall Project character and design may be requested by Owners and approved or denied by the Director of Development Review.

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The Director of Development Review shall also decide whether or not a proposed change is in substantial compliance with the overall Project character or design. The Owners may appeal an adverse decision by the Director of Development Review under this Subsection 5.2 to the Board of County Commissioners by written notice filed with the Director of Development Review, if filed within twenty (20) days of receipt of the notice of the adverse decision.

6. OBLIGATIONS OF OWNERS/ASSIGNMENT.

The parties acknowledge that OWNERS will sell or otherwise convey title to portions of the Real Property as development occurs. Successors to OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to develop or use the portion of the Real Property so acquired. Upon conveyance of each portion of Real Property, OWNERS' liability for obligations under this Agreement shall terminate, provided the successor OWNERS assumes said obligations. The provisions of this Agreement constitute covenants running with the Real Property. Notwithstanding the provisions of this Section 6, a successor OWNER of a single lot created by final map within the Project shall not have any obligation under this Agreement other than for development and use of the lot so owned consistent with this Agreement.

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7. MISCELLANEOUS.

7.1 Governing Law; Venue.

This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.

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7.2 Entirety and Amendments.

This Agreement embodies the entire Agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Project, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, and as provided in Code § 110814.95(b). No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

7.3 Invalid Provisions.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

7.4 Parties Bound and Assignment.

Subject to the provisions of Section 6, this Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. In the event COUNTY, for any reason, ceases to have jurisdiction as the applicable local governmental entity regarding the subject matter of all or any part of the Agreement, COUNTY shall require the new entity to assume the applicable obligations hereof.

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7.5 Further Acts.

In addition to the acts recited in this Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

7.6 Headings.

Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

7.7 Attorneys' Fees.

In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

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7.8 Notice.

All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

COUNTY:

Director, Department of Development Review
P.O. Box 11130
Reno, NV 89520
Telephone: (702) 328-6100
Facsimile: (702) 328-3648

with a copy to:

Assistant District Attorney, Civil Division
P.O. Box 11130
Reno, NV 89520
Telephone: (702) 328-3200
Facsimile: (702) 328-3283

OWNERS:

Southwest Pointe Partners
P.O. Box 346
Genoa, NV 89411
Telephone: (702) 782-5888
Facsimile: (702) 782-5899

Gerald C. Smith, Esq.
Redfield Land Company
1755 East Plumb Lane, Suite 212
Reno, NV 89502
Telephone: (702) 323-1373
Facsimile: (702) 323-4476

with a copy to:

Robert M. Sader, Esq.
462 Court Street
Reno, NV 89501
Telephone: (702) 329-8310
Facsimile: (702) 329-8591

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon delivery.

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7.9 Receipt Defined.

For the purpose of this Agreement, the term "delivery" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

7.10 Indemnity.

OWNER shall indemnify and hold harmless COUNTY and its officers, employees, and agents, from any claims, demands, losses, defense costs, or liability of any kind or nature, which COUNTY may sustain or incur or which may be imposed upon them out of actions by, or the negligence of, OWNER, its officers, agents or employees, arising out of OWNER's obligations specified herein, excepting only liability arising out of gross negligence or intentional wrong doing by County, its officers, agents, or employees.

7.11 Arbitration.

Any dispute arising from rights or obligations of this Agreement shall be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties.

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7.12 Recordation.

This Agreement shall not be recorded, but in order to comply with Code § 110.814.95(c) the Memorandum Of Agreement attached hereto as Exhibit "M" shall be recorded upon execution hereof in the office of the Recorder of Washoe County, Nevada.

7.13 Exhibits.

All exhibits to this Agreement are incorporated herein as if fully set forth.

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In Witness Whereof, the parties have executed this Agreement on the day and year written above.

OWNERS:

**SOUTHWEST POINTE PARTNERS,
a Nevada general partnership**

By: *Jeffery Dingham*
JEFFERY DINGMAN, Partner

By: _____
CARL PANATTONI, Partner

NELL J. REDFIELD TRUST

By: _____
BETTY ALYCE JONES, Trustee

By: _____
HELEN JEANE JONES, Trustee

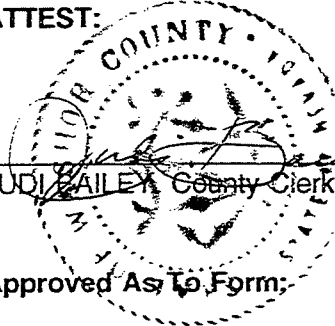
By: _____
GERALD C. SMITH, Trustee

COUNTY:

**THE COUNTY OF WASHOE, a
political subdivision of the State
of Nevada**

By: *Stephen Bradhurst*
STEPHEN BRADHURST, Chairman
Board Of County Commissioners

ATTEST:



JUDITH BAILEY, County Clerk
Approved As To Form:

By: *Madelyn Shipman*
MADELYN SHIPMAN
Assistant District Attorney

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In Witness Whereof, the parties have executed this Agreement on the day and year written above.

OWNERS:

**SOUTHWEST POINTE PARTNERS,
a Nevada general partnership**

By: _____
JEFFERY DINGMAN, Partner

By: Carl Panattoni
CARL PANATTONI, Partner

NELL J. REDFIELD TRUST

By: _____
BETTY ALYCE JONES, Trustee

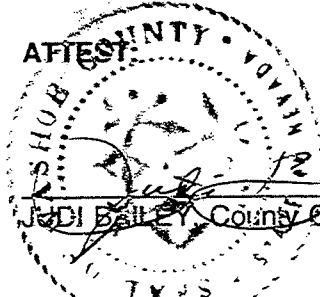
By: _____
HELEN JEANE JONES, Trustee

By: _____
GERALD C. SMITH, Trustee

COUNTY:

**THE COUNTY OF WASHOE, a
political subdivision of the State
of Nevada**

By: Stephen Bradhurst
STEPHEN BRADHURST, Chairman
Board Of County Commissioners



JUDI BAILEY, County Clerk

Approved As To Form:

By: Madelyn Shipman
MADELYN SHIPMAN
Assistant District Attorney

46-734

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In Witness Whereof, the parties have executed this Agreement on the
day and year written above.

OWNERS:

SOUTHWEST POINTE PARTNERS,
a Nevada general partnership

By: _____
JEFFERY DINGMAN, Partner

By: _____
CARL PANATTONI, Partner

NELL J. REDFIELD TRUST

By: Betty Alyce Jones
BETTY ALYCE JONES, Trustee

By: Heleen Jones
HELEN JEANE JONES, Trustee

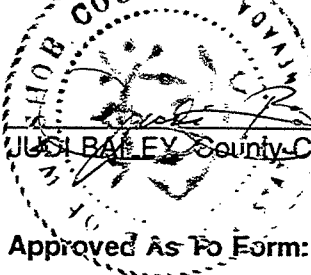
By: Gerald C. Smith
GERALD C. SMITH, Trustee

COUNTY:

THE COUNTY OF WASHOE, a
political subdivision of the State
of Nevada

By: Stephen Bradhurst
STEPHEN BRADHURST, Chairman
Board Of County Commissioners

ATTEST

WASHOE COUNTY

Justi Bailey
JUSTI BAILEY, County Clerk

Approved As To Form:

By: Madelyn Shipman
MADELYN SHIPMAN
Assistant District Attorney

96-734

1 When Recorded Return To:

2 ROBERT M. SADER
3 462 Court Street
4 Reno, Nevada 89501

5 MEMORANDUM OF FINAL DEVELOPMENT AGREEMENT

6
7 A certain Final Development Agreement of even date herewith has been
8 entered by and between **BETTY ALYCE JONES, HELEN JEANE JONES, IRIS G.**
9 **BREWERTON, KENNETH G. WALKER, AND GERALD C. SMITH**, Trustees of The
10 Nell J. Redfield Trust and **SOUTHWEST POINTE PARTNERS**, a Nevada general
11 partnership, (collectively referred to as "OWNERS"); and the **COUNTY OF WASHOE**,
12 a political subdivision of the State of Nevada ("County"). The real property subject to
13 this Agreement is described on Exhibit "A", attached hereto and incorporated herein.
14 The Agreement creates rights and obligations between the parties regarding
15 development of Exhibit "A". These rights and obligations are intended to be
16 covenants and conditions which run with the land and bind successors, heirs and
17 assigns of the parties. All provisions of the Final Development Agreement are
18 incorporated herein by reference as if fully set forth. The Final Development
19 Agreement expires fifteen (15) years from the date of its execution.
20
21

22 A copy of the Final Development Agreement and all documents associated
23 therewith is available by contacting the Washoe County Community Development
24 Department regarding Case No. DA9-1-93 at 1001 East Ninth Street, Post Office Box
25 11130, Reno, Nevada, 89520, (702) 328-6100.
26

27 C:\WP60\SWPOINTE\MEMAGREE
28 July 8, 1996

EXHIBIT "M"

96-734

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In Witness Whereof, the parties have executed this Memorandum of Final Development Agreement on this 23rd day of July, 1996.

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

By: *Stephen T. Bradhurst*
STEPHEN T. BRADHURST, Chairman

ATTEST:

By: *Judith Bailey*
JUDITH BAILEY, County Clerk

SOUTHWEST POINTE PARTNERS, a Nevada general partnership

By: _____
JEFFEREY E. DINGMAN, Partner

THE NELL J. REDFIELD TRUST

By: *Gerald C. Smith*
GERALD C. SMITH, Trustee

46-734

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STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

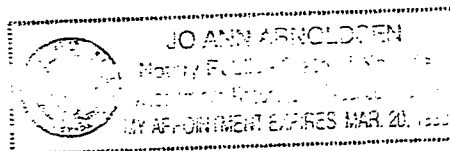
This instrument was acknowledged before me on _____
1996 by JEFFEREY E. DINGMAN as Partner for SOUTHWEST POINTE PARTNERS,
a Nevada general partnership.

NOTARY: _____
TITLE: _____
MY COMMISSION EXPIRES: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on idm 3
1996 by GERALD C. SMITH as Trustee of THE NELL J. REDFIELD TRUST.

NOTARY: Jo Ann Arnoldsen
TITLE: Notary Public
MY COMMISSION EXPIRES: 3-20-99



46-734

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In Witness Whereof, the parties have executed this Memorandum of Final Development Agreement on this ____ day of _____, 1996.

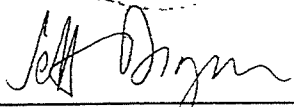
COUNTY OF WASHOE, a political subdivision of the State of Nevada, BOARD OF WASHOE COUNTY COMMISSIONERS

By: 
STEPHEN T. BRADHURST, Chairman

ATTEST:

By: 
JUDI BAINE, County Clerk

SOUTHWEST POINTE PARTNERS, a Nevada general partnership

By: 
JEFFEREY E. DINGMAN, Partner

THE NELL J. REDFIELD TRUST

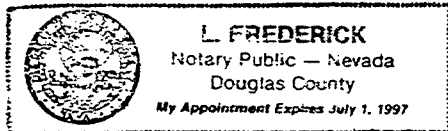
By: _____
GERALD C. SMITH, Trustee

410-154

1 STATE OF NEVADA)
2) ss.
3 COUNTY OF WASHOE)

4 This instrument was acknowledged before me on July 9th, 1996,
5 1996 by JEFFEREY E. DINGMAN as Partner for SOUTHWEST POINTE PARTNERS,
6 a Nevada general partnership.

7 NOTARY: L. Frederick
8 MY COMMISSION EXPIRES: 7/1/97



9
10
11 STATE OF NEVADA)
12) ss.
13 COUNTY OF WASHOE)

14 This instrument was acknowledged before me on _____,
15 1996 by GERALD C. SMITH as Trustee of THE NELL J. REDFIELD TRUST.

16 NOTARY: _____
17 MY COMMISSION EXPIRES: _____

96-234

**LEGAL DESCRIPTION
SOUTHWEST POINTE**

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

Parcel 1

T. 18 N., R. 19 E., MDB&M

Section 3: The south half

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed Records.

Section 10: All

Excepting therefrom that portion thereof conveyed to Caleb Van Husen Whitbeck by Deed recorded in Book 86, Page 247, Deed records.

Further excepting therefrom those portions conveyed to the United States of America by Deed recorded October 23, 1984, in Book 2084, Page 80, as Document No. 957829, Official Records.

Parcel 2

T. 18 N., R. 19 E., MDB&M

Section 14: All

Section 15: The east half

Section 22: The east half

Section 23: All

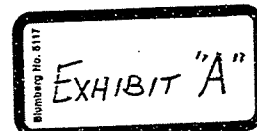
Section 24: The west half

Section 26: The north half

Excepting therefrom that portion conveyed to the County of Washoe, a political subdivision, by Deed recorded April 29, 1988, in Book 2728, Page 395, as Document No. 1242873, Official Records.

Section 27: The northeast quarter; the west half of the southeast quarter; the southeast quarter of the southeast quarter.

Containing 3,272 acres, more or less.



STAFF
REPORT

GENERAL INFORMATION SUMMARY

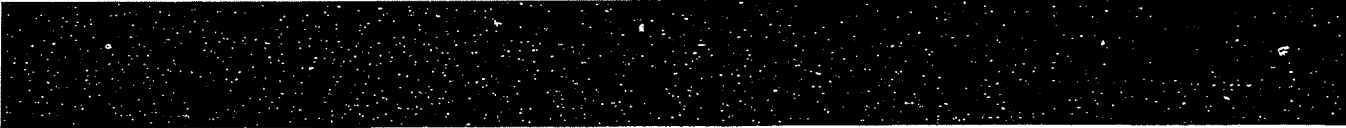
Applicant/Property Owner: Southwest Pointe/Redfield Trust

Requested Action: An Ordinance pursuant to Nevada Revised Statutes 278.0205 approving the Final Development Agreement for Southwest Pointe. The agreement facilitates the development of a residential community which includes 1,090 homesites with common open space, a water delivery system, two golf courses with related recreational facilities, a day care facility, an equestrian center, and a commercial village center. The project has a total acreage of ±3,171.6 3272 acres and is located north of Mount Rose Highway (SR 431) and west of Thomas Creek Road. The property is designated Low Density Suburban (LDS), Low Density Rural (LDR), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR) in the Southwest Truckee Meadows Area Plan and is situated within portions of Sections 3, 10, 13, 14, 15, 22, 23, 24, 26 and 27, T18N, R19E, MDM, Washoe County, Nevada. (APN: 41-030-12, 49-010-04, and 49-010-10)

PRESENTATION

The Final Development Agreement for Southwest Pointe is the first legislatively-enabled Final Development Agreement to be presented to Washoe County for adoption. The positive attributes of a properly-constructed Development Agreement accrue to both sides. The county is presented a long-term, large-scale project that provides assurances that all phases of the development will maintain a unity of theme and be constructed to the high standards required by the Development Standards Handbook and the Development Agreement. Additional county benefits result from the long-term comprehensive planning, the more efficient, less burdensome financing of infrastructure, and in this particular case, reduced administrative costs for future phases because of the compliance checklists and the defined standards.

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On the other side, the developer receives vested development rights under the terms expressed by the agreement. A Development Agreement provides protection against future changes in an increasingly complex and uncertain land development process. This feature serves to enhance the ability of the developer to obtain the financial backing necessary to commence and complete the project. A Development Agreement should and can be a "win-win" proposition for both parties.

The Final Development Agreement for Southwest Pointe would allow, over the next fifteen years, development of a 1,090-lot residential community with two 18-hole golf courses, and recreational and commercial facilities on more than 3,200 acres in the Southwest Truckee Meadows. The preliminary Development Agreement for Southwest Pointe was initially approved by the Washoe County Board of County Commissioners on February 8, 1994. It was amended by the Board of County Commissioners on November 8, 1994 and again on June 11, 1996.

The Final Development Agreement for Southwest Pointe specifically allows subsequent approvals, especially those that would typically require public hearings, to be approved as a consent item by Washoe County. The Development Agreement also allows a longer time frame for the life of a tentative map than normally allowed by NRS.

The Ordinance provided you this morning includes the clarification to the NRS citation that was requested at caucus yesterday. The Development Agreement that is to be signed today includes the clarification to the nonpotable water agreement in Section 4.6 that was also presented at caucus and contained in the letter from Bob Sader. That clarification avoids "any circumstance in which the county might be deemed to have committed to effluent water service when a reliable supply of effluent is simply not available or in which the developer could not get nonpotable water from the county even though it is prepared to dedicate the creek water rights and build its share of the nonpotable water system facilities."

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The Director of the Department of Development Review has forwarded the Final Development Agreement to the Board of County Commissioners. The Director has determined that the findings required by Article 814 of the Development Code can be made. Those findings and the rationale for supporting them follows:

- The proposed gross residential density or intensity of use is not changed:

- The number of dwelling units (d.u.) permitted by the preliminary Development Agreement approved by the BCC on November 8, 1994, 1090, equals the number in the Final Development Agreement that is being presented for approval.

- That number is the same as when the Development Agreement was first proposed in September 1993 and is based upon figures provided by Washoe County which were developed from existing zoning on the Southwest Truckee Meadows Area Plan. Those figures are:

307 acres were zoned Low Density Suburban (LDS) which permits a density of 1.00 d.u. per acre and yielded 307 residential lots.

1,800 acres were zoned High Density Rural (HDR) which permits a density of 0.40 d.u. per acre and yielded 720 residential lots.

70 acres were zoned Medium Density Rural (MDR) which permits a density of 0.20 d.u. per acre and yielded 14 residential lots.

228 acres were zoned Low Density Rural (LDR) which permits a density of 0.10 d.u. per acre and yielded 28 residential lots.

867 acres were zoned General Rural (GR) which permits a density of d.u. per acre and yielded 21 residential lots.

For more than four years the applicant has relied upon a density of 28 units for the LDR acreage. These figures were provided by Washoe County in February 1992. In actuality the correct count is 22, a difference of six units.

In all prior actions the Development Agreement has always been found in conformance with the Comprehensive Plan and the Southwest Truckee Meadows Area Plan.

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- The residential densities have been removed from all developed and undeveloped open space areas, golf courses and related recreational and ancillary facilities, and public and commercial areas. These areas will remain nonresidential.

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- The proposed ratio of residential to nonresidential use is not changed;
 - The proposed public facilities and commercial site are located within the same area and are of the same size as those previously approved by Washoe County.
 - All undeveloped open space areas and developed common areas are located within the same areas and are of the same size as those previously approved by Washoe County.
 - All golf courses and related recreational and ancillary facilities are located within the same areas and are of the same size as those previously approved by Washoe County.

- The area set aside for common open space is not reduced or the area is not substantially relocated;
 - All undeveloped open space areas and developed common areas are located within the same areas and are of the same size as those previously approved by Washoe County.
 - The proposed system of trails corresponds to the system adopted by Washoe County and includes approximately six miles of public trails.
 - Approximately 1500 acres of undisturbed, natural open space will be dedicated to Washoe County as the development of Southwest Pointe progresses.

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- The floor area proposed for nonresidential use is not increased;
 - The nonresidential uses will comply with all requirements of the Washoe County Code, including parking and landscaping. No waivers were requested or granted.
 - Specific uses, when established, will determine the ratio of floor area to lot size. No deviation from code requirements has been requested and none is being permitted by the Final Development Agreement.

- The total ground area covered by buildings and the height of buildings is not increased; and
 - Southwest Pointe is primarily a residential project with ancillary recreational amenities and public facilities. The ground area covered by the residential structures will correspond to developments of similar nature and quality.
 - As referenced in the finding on floor area, no deviation from code requirements has been requested and none is being permitted by the Final Development Agreement.
 - The height of residential and nonresidential structures will comply with the adopted Development Standards Handbook. No blanket variances have been requested or are being granted.

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- The plan provisions are consistent with the adopted preliminary development agreement.
 - Among the provisions the site plans include are:
 - Lot and block layouts and locations
 - Street patterns, elevations, and grades
 - Delineation of common areas
 - Location of project entry
 - Layouts and location of the golf courses and associated clubhouse and maintenance facilities
 - Sites for recreational amenities
 - School sites
 - Nevada Division of Forestry fire station site
 - Public and private trails and connections to the regional trail system
 - Perimeter residential lot fencing
 - Community fencing
 - Earthquake faults
 - Some private common driveways
 - Emergency access
 - Proposed and existing wells and water storage tanks
 - Wetlands, Maps Flood Zone "A" of the Flood Insurance Rate, and Waters of the USA
 - Locations of cut and fill slopes along the perimeter
- All of these plan provisions are consistent with the preliminary Development Agreement approved by Washoe County.
- The plan provisions satisfy the requirements specified in the Conditions of Approval specified by Washoe County for the preliminary Development Agreement.

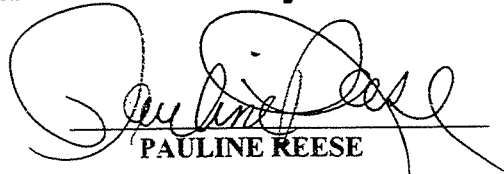
96-234

AFFIDAVIT OF MAILING

**BILL NO. 1138
NOTICE OF PUBLIC HEARING**

I, **PAULINE REESE**, being first duly sworn, depose and say that on the 11TH DAY OF JULY, 1996, I personally placed in an envelope, and placed in the mail postage prepaid, a copy of the hereto attached Notice of Public Hearing on Bill No. 1138 [Southwest Pointe Development Agreement] to be held on JULY 23, 1996, addressed to the persons hereinafter named as being affected property owners, and deposited the same in the Post Office at Reno, Nevada, to wit:

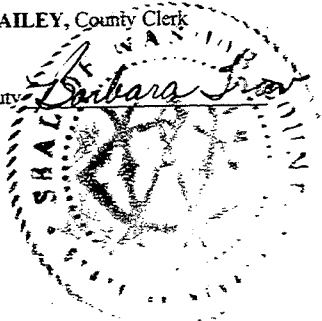
[SEE ATTACHED MAILING LABEL LIST]


PAULINE REESE

Subscribed and sworn to before me this
11th day of July, 1996.

JUDI BAILEY, County Clerk

By Deputy



96-734

NOTICE OF PUBLIC HEARING**BILL NO. 1138**

NOTICE IS HEREBY GIVEN That the Washoe County Board of Commissioners will hold a public hearing in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, **on Tuesday, July 23, 1996, at 9:30 a.m.**, to consider second reading and adoption of **Bill No. 1138** entitled as follows:

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0205 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR SOUTHWEST POINTE. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY WHICH INCLUDES 1,090 HOMESITES WITH COMMON OPEN SPACE, A WATER DELIVERY SYSTEM, TWO GOLF COURSES WITH RELATED RECREATIONAL FACILITIES, A DAY CARE FACILITY, AN EQUESTRIAN CENTER, AND A COMMERCIAL VILLAGE CENTER. THE PROJECT HAS A TOTAL ACREAGE OF ±3,171.6 ACRES AND IS LOCATED NORTH OF MOUNT ROSE HIGHWAY (SR 431) AND WEST OF THOMAS CREEK ROAD. THE PROPERTY IS DESIGNATED LOW DENSITY SUBURBAN (LDS), LOW DENSITY RURAL (LDR), MEDIUM DENSITY RURAL (MDR), HIGH DENSITY RURAL (HDR) AND GENERAL RURAL (GR) IN THE SOUTHWEST TRUCKEE MEADOWS AREA PLAN AND IS SITUATED WITHIN PORTIONS OF SECTIONS 3, 10, 13, 14, 15, 22, 23, 24, 26 AND 27, T18N, R19E, MDM, WASHOE COUNTY, NEVADA. (APN: 49-010-04, 49-010-10 AND 49-030-12).

96-734

Anyone desiring to attend said hearing to offer testimony for or against the adoption of the ordinance is invited to do so at the above-named time and place.

A copy of the proposed ordinance is on file in the office of the County Clerk, 75 Court Street, Reno, Nevada, 89501.

JUDI BAILEY, Washoe County Clerk

NOTICE

THE NEXT DOCUMENT(S) WHEN FILED WAS IN THE CONDITION REFLECTED
BY THIS MICROFILM.

THE WORKMANSHIP ON THE DOCUMENT IS OF POOR QUALITY AND ITS
LEGIBILITY IMPAIRED.

JUDI BAILEY, COUNTY CLERK.

By *L. Jacobson*
Deputy

UNITED STATES OF AMERICA (TOIYARE NATL FOREST) 00000	04103007	UNITED STATES OF AMERICA	04103011
AULUS A BALLARDINI 8555 MOUNTAIN SHEEP RENO NV 89511	04104013	R LORING / ANGELA C PERSIGEL 8555 MOUNTAIN SHEEP WAY RENO NV 89511	04104005
R LORING / ANGELA C PERSIGEL 8555 MOUNTAIN SHEEP WAY RENO NV 89511	04104006	TESSA ASSOCIATION C/O THOMAS PETER 2006 W VANDARA DR I LAS VEGAS NV 89102	04114005
W DOUGLAS BRODIE 2 SECOND SIERRA MEDICAL MGT TRUST 6148 GREENBROOK DR RENO NV 89511	04121201	LARRY W & WILMA S GARFINK 710 SCHELLEBOURNE CT RENO NV 89511-7695	04121202
ROBERT L NICHOLS 4101 WILD EAGLE TERR RENO NV 89511	04121203	CRAIG & JILL PRINTER P O BOX 7096 RENO NV 89510	04121204
W DOUGLAS BRODIE 2 SECOND SIERRA MEDICAL MGT TRUST 6148 GREENBROOK DR RENO NV 89511	04121201	LARRY W & WILMA S GARFINK 710 SCHELLEBOURNE CT RENO NV 89511-7695	04121202
ROBERT L NICHOLS 4101 WILD EAGLE TERR RENO NV 89511	04121203	CRAIG & JILL PRINTER P O BOX 7096 RENO NV 89510	04121204
PETTY ALYCE JONES P O BOX 41 RENO NV 89504	04901004	ASHUE COUNTY	04901011
UNITED STATES OF AMERICA	04901015	UNITED STATES OF AMERICA 00000	04901022

96-734

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UNITED STATES OF AMERICA 00000	04904001	KEVIN W. FLEMING 505 S. WILKIE RD RENO NV 89502	04904001
MERLE J & VERA L STEWART 1575 DELUCIA LN #128 RENO NV 89509	04904003	UNITED STATES OF AMERICA 00000	04904004
UNITED STATES OF AMERICA 00000	04904005	ROBERT L THOMPSON 5656 MOUNT ROSE HWY RENO NV 89511	04904006
UNITED STATES OF AMERICA 00000	04904007	ERVIN & JUAN SINGER P O BOX 4231 INCLINE VILLAGE NV 89450	04904008
JOHN C & MARY V HOWDEN P O BOX 3301 INCLINE VILLAGE NV 89450	04904009	H L & MARGARET DIKELIOFFER 2401 WEST HOLDING LANE RENO NV 89511	04904010
CHARLES S MARY JACKSON P O BOX 4921 SPARKS NV 89422	04904011	CHARLES S MARY JACKSON P O BOX 4921 SPARKS NV 89422	04904012
UNITED STATES OF AMERICA 00000	04904013	KIMBERLY BUILDINGS INC 15874 MT ROSE HWY RENO NV 89511	04904014
DOUGLAS F & CHRISTINE L HUNT 6700 MELARKEY CV RENO NV 89511	04904015	UNITED STATES OF AMERICA 00000	04904016
UNITED STATES OF AMERICA 00000	04904017	RICHARD B & MARILYN E HEIKKA 5650 MT ROSE HIGHWAY RENO NV 89511	04904018
WILLIAM L JR FAENGER 5895 MT ROSE HWY RENO NV 89511	04904019	SHER J FAENGER P O BOX 21218 RENO NV 89515-1218	04904020
NORA L GIBB 1375 MOUNT ROSE HWY RENO NV 89511-0010	04904021	UNITED STATES OF AMERICA 00000	04904021
FABIAN L & RON BOOK BILLOREY 1470 SPRING DR RENO NV 89502	04904032	JAMES GLASER P O BOX 906 CARSON CITY NV 89701	04904031

06-734

MYRON A III WICK 944 CHESTNUT STREET SAN FRANCISCO CA 94109	04904035	MYRON A III WICK 944 CHESTNUT STREET SAN FRANCISCO CA 94109	04904037
UNITED STATES OF AMERICA 00000	04905101	CHARLES E & GAY D BROKAW 5851 MOUNT ROSE HY RENO NV 89511	04905102
MARSHALL S & MARY F KAPNER 410 NW 3RD ST BENTONVILLE AR 72712	04905103	UNITED STATES OF AMERICA 00000	04905104
MORRIS B & ELAINE STEPHENS 5250 MT ROSE HWY RENO NV 89511	04905105	ROBERT E JR & GEORGENE E LINDSEY 3351 SKYLINE BV RENO NV 89509-0671	04905106
KENNETH E NIXON 5852 MT ROSE HY RENO NV 89511	04905107	ROSEMARY S MELANKEY 5949 MOUNT ROSE HIGHWAY RENO NV 89511	04905108
MARGUERIE I COCKS 742 MORENA AVENUE PALO ALTO CA 94303	04905109	GLENN & LILLIAN RYAN P O BOX 12035 RENO NV 89510	04905165
LAWRENCE G TURK ETRA-TURK JULIA 5889 MT ROSE HWY RENO NV 89515	04905166	NELL J REDFIELD P O BOX 61 RENO NV 89504	04906006
UNITED STATES OF AMERICA 00000	04906009	UNITED STATES OF AMERICA 00000	04906010
UNITED STATES OF AMERICA 00000	04906013	UNITED STATES OF AMERICA 00000	04906014
GEORGE & JUDITH J POORE 4900 WARREN HWY RENO NV 89509	04906027	JOZEF & BARBARA MURAWSKI 23 N 18TH AVE HAMVILLE NJ 08035	04916502
STEVEN U & CAROLYN M NOTTERMAN 45 N GOBI CR SPARKS NV 89436	04916503	ALAN R & ELIZABETH A MORTENSEN 13390 WELCOME HWY RENO NV 89511	04916504
HAROLD M & HELEN M CHADWICK 13370 WELCOME WAY RENO NV 89511	04917101	C L & MARGOT HAMLETON 20640 MT ROSE HWY RENO NV 89511	04917102

96-734

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PAUL J & CHRISTINE M MILLER
4630 RIO ENCHANTADO LN
RENO NV 89502

04917103

GEORGE J & NANCY J FURMAN
12650 BUCKHORN LN
RENO NV 89511

04917104

R CRAIG & DENISE C VESSIE
13290 WELCOME WY
RENO NV 89511

04917105

KENNETH L & CONNIE S BOGAN
13155 BRUSH LN
RENO NV 89511-8648

04917108

WASHOE COUNTY

04917109

JACK E WATT
4225 WILD EAGLE TER
RENO NV 89511

04920106

JOSEPH & DIANE NAMOFF
5535 PEPPER DR
ROCKFORD ILL 61111

04920107

PATRICIA M & RONALD D EBERHARD
P O BOX 18508
RENO NV 89511-9998

04920108

GILBERT R & LESLIE M PETERS
4285 WILD EAGLE TER
RENO NV 89511

04920109

KENT & NANCY SHCET
4305 WILD EAGLE TERR
RENO NV 89511

04920110

BRADLEY & LORI L ABESON
4335 WILD EAGLE TE
RENO NV 89511

04920111

WAYNE E FERREE
C/O TERRATECH
1365 VANDER WY
SAN JOSE CA 95112

04920112

STEVEN L BRECHER
4395 WILD EAGLE TERRACE
RENO NV 89511

04920113

LARRY A PLATZ
4415 WILD EAGLE TE
RENO NV 89511

04920114

ROBERT H & KAREN B HOWE
P O BOX 1580
DAYTON NV 89403

04920115

ROBERT F BARR
14050 MOONRISE CT
RENO NV 89511

04920116

SADDLEHORN HOMEOWNERS ASSOCIATION
4185 WILD EAGLE TERR
RENO NV 89511

04920117

WASHOE COUNTY

04920118

WASHOE COUNTY

04920119

SADDLEHORN HOMEOWNERS ASSOCIATION
4185 WILD EAGLE TERR
RENO NV 89511

04920120

JOSEPH F & BARBARA G LACCHIA
16825 AMBER TREE LANE
HACIENDA HEIGHTS CA 91745

04920121

THOMAS L & ANN H LYONS
14065 MOONRISE CT
RENO NV 89511

04920122

BRATSCHIE FAMILY TRUST THE
15830 KALISHER ST
GRANADA HILLS CA 91344

04920123

SADDLEHORN HOMEOWNERS ASSOCIATION
4185 WILD EAGLE TERR
RENO NV 89511

04946101

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LINDA M GREGG P O BOX 4591 INCLINE VILLAGE NV 89450	04946107	J K TAYLOR CURMAN-TAYLOR PATRICIA A 14140 SADDLEBOW DR RENO NV 89511	04946108
FRANCIS J & NANCY E GOODWATER 14130 SADDLEBOW DR RENO NV 89511	04946109	CARLO B & CAROLINE GIUFURTA 14120 SADDLEBOW DR RENO NV 89511	04946110
TIM HONSLEY 14110 SADDLEBOW DR RENO NV 89511	04946111	LINDA G & JAMES JENKS 14100 SADDLEBOW DR RENO NV 89511	04946112
JOSEPH G & DIANE C NAROFF 5535 PEPPER DR ROCKFORD ILL 61114	04946113	GARY G & PHYLLIS M ELY 5202 S MOHAWK LN SPOKANE WA 99206	04946114
DAMON L & LYNNE STUTES 5915 TYRONE RD RENO NV 89502	04946115	HENRY & JOSEPHINE SANFILIPPO 1102 RHINE CASTLE WY SAN JOSE CA 95120	04946116
MARSHA J ROUSE 4033 CLOVER CREEK CT RENO NV 89509	04946117	EDUARDO & FAYTIE ARIAS P O BOX 20132 RENO NV 89510	04946118
T M B BUILDERS LLC 4635 VILLAGE GREEN PKWY RENO NV 89509	04946119	SADDLEHORN HOMEOWNERS ASSOCIATION 4185 WILD EAGLE TERRACE RENO NV 89511	04946124
SADDLEHORN DEVELOPMENT CO 4185 WILD EAGLE TE RENO NV 89511	15005001	S & B METAL SALES CO INC P O BOX 261 HILLSDALE MI 49242	04946202
DAMON L & LYNNE A STUTES 5915 TYRONE RD RENO NV 89502-6262	04946203	GRACE J & KENNETH J DAVIS 14145 SADDLEBOW DR RENO NV 89511	04946204
PETER A TRAPOLINO 200 WILL SAUER RD CARSON CITY NV 89704	04946211	DANIEL L & DEBRA E MERKEL 14055 SADDLEBOW DR RENO NV 89511	04946212
PETER A TRAPOLINO 200 WILL SAUER RD CARSON CITY NV 89704	04946213	HELEN GUSTIN 14055 SADDLEBOW DR RENO NV 89511	04946214
ANTHONY & MARGARET DIORCIARI 14095 SADDLEBOW DR RENO NV 89511	04946215	DANIEL & DEBRA MERKEL 14055 SADDLEBOW DR RENO NV 89511	04946216

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ROBERT M. SADER, LTD.
A PROFESSIONAL LEGAL CORPORATION
462 COURT STREET
RENO, NEVADA 89501-1796
(702) 329-8310
FAX (702) 329-8591

MEMORANDUM

TO: Maddy Shipman
Don Young
FROM: Robert M. Sader
RE: Clean-up revision to Southwest Pointe Final Development Agreement
(DA9-1-93)
DATE: July 22, 1996

An issue has arisen regarding language of the Southwest Pointe Final Development Agreement regarding County service of nonpotable water. Condition 25 of DA9-1-93 (Exhibit "B" to the Agreement) requires the use of effluent for golf course irrigation from the South Truckee Meadows Wastewater Treatment Plant. The phasing schedule, which is contained in the Design Standards Handbook (Exhibit "E" to the Agreement), calls for construction of at least one 18-hole golf course commencing in the summer or fall of 1996.

The project potable water system will be capable of supplying construction and irrigation water for an interim period of time, but there is no way of predicting at this time how many years in the future it will be before the sewer plant has sufficient effluent for the project irrigation needs (750-800 acre feet at buildout).

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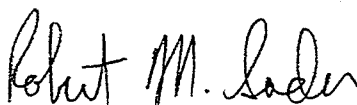
The County and the developer intend to provide for the construction of nonpotable water facilities and the dedication of Thomas Creek surface water rights (with back-up supplemental groundwater) to the County for interim water supply, in a separate agreement on the nonpotable water system (Section 4.6 of the Agreement).

Pending Commissioner approval of this nonpotable water agreement, it would seem prudent for both the County and the developer to specify in the Final Development Agreement how the interim water supply will be provided (i.e., developer dedication for County use of Thomas Creek water rights, and initial use of water from the potable system) in order to avoid any circumstance in which the County might be deemed to have committed to effluent water service when a reliable supply of effluent is simply not available, or in which the developer could not get nonpotable water from the County even though it is prepared to dedicate the creek water rights and build its share of the nonpotable water system facilities. Both parties are protected by a minor change in the Agreement to add language to this effect in Section 4.6. The language would read as follows:

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The parties agree that OWNERS shall dedicate Thomas Creek water rights and supplemental groundwater rights acceptable to the County Utility Division. The County will provide a water supply to be used in the nonpotable water system for irrigation of golf course and common areas until such time as the effluent supply from South Truckee Meadows Wastewater Treatment Plant is sufficient to meet the Project irrigation needs. If OWNERS require irrigation water prior to the time the nonpotable water system facilities have been completed, water from the potable water system may be utilized to the extent it is not being used pursuant to a County will-serve letter for Project potable water demands.

If the addition of the foregoing language is acceptable, I am authorized by the "OWNERS" under the Agreement to substitute pages in the Agreement incorporating the language changes without the need to reacquire "OWNERS" signatures.



Robert M. Sader
Robert M. Sader, Esq.

cc: *Pierre Hascheff*
Brita Tryggvi
Mike Mohler
John Collins

96-234

RENO GAZETTE-JOURNAL

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WASHOE COUNTY
Comptroller's Office
PO Box 11130
RENO NV 89510

TERMS: Please pay from this invoice. It is due upon presentation and is past due after 15 days.

Legal Ad Cost 34.74

PROOF OF PUBLICATION

STATE OF NEVADA
COUNTY OF WASHOE

ss. Tana Ciccotti

being duly sworn, deposes and says:
That as legal clerk of the RENO GAZETTE-JOURNAL, a daily newspaper published in Reno, Washoe County, State of Nevada, that the notice:
Public Hearing 1138

of which a copy is hereto attached, has been published in each regular and entire issue of said newspaper on the following dates to wit:

July 12 1996

Signed

Tana Ciccotti

Subscribed and sworn to before me on 07/12/96

Notary Public

Debra J. DiCianno

NOTICE OF PUBLIC HEARING
NO. 1138

NOTICE IS HEREBY GIVEN that the Washoe County Board of Commissioners will hold a public hearing at the Commission Chamber of the Washoe County Administration Center, 1001 East Ninth Street, Reno, Nevada, on THURSDAY, JULY 25, 1996, at 9:30 a.m. to consider and vote on the following:


AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0205 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR SOUTHWEST PLUMES THE AGREEMENT FACILITATES THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY WHICH INCLUDES FOOD HOMESTES WITH COMMON OPEN SPACE, A WATER DELIVERY SYSTEM, TWO GOLF COURSES WITH RELATED RECREATIONAL FACILITIES, A DAY CARE FACILITY, AN EQUESTRIAN CENTER AND A COMMERCIAL VILLAGE CENTER. THE PROJECT HAS A TOTAL ACRES OF 1,337.6 ACRES AND IS LOCATED NORTH OF MOUNTAIN ROSE HIGHWAY (SR 431) AND WEST OF DEERMAN CREEK ROAD. THE PROPERTY IS DESIGNATED AS LOW DENSITY SUBURBAN (LDS), LOW DENSITY RURAL (LDR), MEDIUM DENSITY RURAL (MDR), HIGH DENSITY RURAL (HDR) AND GENERAL RURAL (GR). THE SOUTHWEST PLUMES MEADOWS ARE PLANNED AND IS SITUATED WITHIN PARCELS OF SECTIONS 3, 10, 12, 14, 15, 22, 23, 24, 25 AND 27, T18N, R30E, WDM, WASHOE COUNTY, NEVADA (APNs: 850104, 49-010-10 AND 49-02-12).

Anyone desiring to attend and hearing to other testimony or to appear in opposition to the Ordinance, is invited to do so at the above-stated time and place.

A copy of the proposed ordinance is on file in the office of the County Clerk, 75 Court Street, Reno, Nevada 89501.

DEBRA J. DICIANNO
Washoe County Clerk
No. 2671 July 12, 1996

96-734

 **DEBRA J. DICIANNO**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No. 02-2869-2 - Expires May 15, 2000

P.O. BOX 22000. RENO, NEVADA 89520
(702) 788-6200

 **GANNETT**

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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

_____ are a full, true, correct copy of the record on file
in the office of Community Development, on this 27th
27th Sept day of 20 10.

Records provided:

1. Development Agreement
2. _____
3. _____
4. _____
5. _____

County of Washoe
State of Nevada

Signed: Karin Kremers



Title: _____

Date: 9-27-10



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