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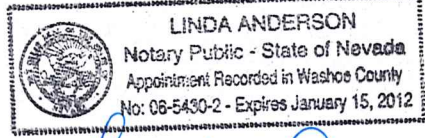
Customer Acct# **349008**
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STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **10/31/2008 - 11/07/2008**, for exact publication dates please see last line of Proof of Publication below.

Signed: *Christie M. Rouse*

Subscribed and sworn to before me



Linda Anderson

NOV 07 2008

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1386 NOTICE IS HEREBY GIVEN THAT: Bill No. 1565, Ordinance No. 1386 entitled: AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA08-006 FORTENTATIVE SUBDIVISION MAP CASE NO. TM06-006 FORFEATHER RIVER SUBDIVISION AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION. (Bill No. 1565). PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled Ordinance are available for public inspection and distribution at the office of the County Clerk of Washoe County, at her office in the County Courthouse in Reno, Nevada, 75 Court Street, Reno, Washoe County, Nevada; and can be found on the County Clerk's website, www.washoecounty.us/clerks. Such Ordinance was proposed on October 14, 2008 and passed and adopted at a regular meeting of the Washoe County Board of County Commissioners on October 28, 2008, by the following vote of the Board of County Commissioners: Those Voting Aye: Robert M. Larkin, Jim Galloway, Bonnie Weber, David Humke Those Voting Nay: None Those Absent: Kitty Jung This ordinance shall be in full force and effect from and after November 7, 2008, i.e., the date of the second publication of such



ordinance by its title only. IN WITNESS WHEREOF, The Board of County Commissioners of Washoe County, Nevada, has caused this ordinance to be published by title only. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 607401 - Oct. 31, Nov. 7, 2008

Clerk

BILL NO. 1565

ORDINANCE NO. 1386

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA08-006 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM06-006 FOR FEATHER RIVER SUBDIVISION AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION.

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

SECTION 1.

The Development Agreement for Tentative Subdivision Map, Case No. TM06-006, for the Feather River Common Open Space Subdivision is attached and is an acceptable document with which to ensure the public interest in providing detailed plans for phasing and financing of infrastructure and construction of the development.

Proposed on the 14th day of October, 2008.

Proposed by Commissioner GALLOWAY.

Passed on the 28th day of October, 2008.

Vote:

Ayes: LARKIN, WEBER, GALLOWAY, Humke

Nays: none

Absent: Jung

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



ATTEST:
Amy Harvey
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 7th day of November, 2008.

AGENDA ITEM # _____

Ord. 1386 19

APN# _____

Recording Requested by:

Name: Washoe County Clerk

Address: _____

City/State/Zip: _____

When Recorded Mail to:

Name: Washoe County Clerk office

Address: _____

City/State/Zip: _____

Mail Tax Statement to:

Name: _____

Address: _____

City/State/Zip: _____

DOC # 3923933

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 11



(for Recorder's use only)

Ordinance No. 1386
(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 Delleira
Signature

Deputy Clerk
Title

JAIME DELLEIRA
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-1386

Clark

BILL NO. 1565

ORDINANCE NO. 1386

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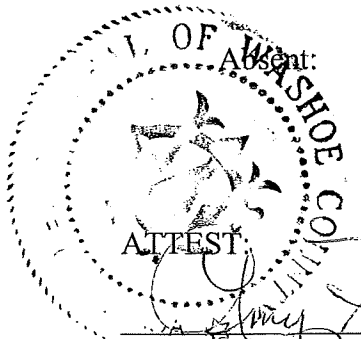
Passed on the 28th day of October, 2008.

Vote:
Ayes: LARKIN, WEBER, GALLOWAY, Humke

Nays: None

Absent: Jung

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


ATTEST:
Amy Harvey
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 7th day of November, 2008.

DEVELOPMENT AGREEMENT
CASE NO: DA08-006

FOR

FEATHER RIVER
TENTATIVE SUBDIVISION MAP
CASE NO: TM06-006

APNs 084-291-38, 084-040-08 and 084-322-03

Return conformed copy to
Washoe County Community Development
Attn: Grace Sannazzaro, Planner
Phone: 328-3771

081100

345

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between Feather River Land Co., LLC and Feather River 320, LLC, a Las Vegas company (collectively the "Landowner"); and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, ("County").

1. GENERAL.

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 084-291-38, and a portion of 084-040-08 and 084-332-03 in Washoe County (the "Property") as more particularly described in Exhibit A, attached hereto, which is subject to County's Truckee Canyon Area Plan ("TCAP").

1.2. Tentative Map. The Property has a County land use designation of Medium Density Suburban ("MDS"), which allows a density of three single family dwellings per acre. On November 13, 2006 the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of The Landowner for the Property known as Tentative Subdivision Map Case File No. TM06-006 [FEATHER RIVER (formerly TM04-007 STAMPMILL ESTATES)] (the "Tentative Map"). The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 Previous Final Maps. As of September 2008, The Landowner has not recorded a final map for TM06-006 [FEATHER RIVER].

1.4 Next Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, The Landowner must cause a final map (the "Final Map") to be recorded prior to the expiration of the two (2) year time limit, which is November 13, 2008. The parties believe it is in the public interest to enter into this Agreement and provide, among other matters, additional time to design and to establish phasing and financing for the infrastructure and construction of the development. Further, a community sewer system is required in accordance with state and county law, and this Agreement will ensure that phasing and financing plans for the sewer treatment and collection systems are addressed.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

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

2.1.1. The land which is subject to this Agreement is APN 084-291-38 and a portion of APN 084-040-08 and 084-332-03 which is described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be for five (5) years from the date of signing by the Board of County Commissioners, provided that all the terms of this

08-11-08

336

Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement.

2.1.3. Exhibits described herein and all other materials and information deemed reasonably necessary and required by Community Development must be submitted in substantial compliance with the Tentative Map and no later than 120 days prior to the first anniversary of this Agreement. Final terms and specifications of all exhibits and other materials, except as otherwise provided in this Agreement, must also be completed between the parties by the first anniversary of this Agreement. These deadlines may be extended for up to one additional year at the discretion of the Director of Community Development. However the time extended for these deadlines, if any, shall not exceed an aggregate of one year.

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property is a 321 unit common open space development, having lot sizes ranging from $\pm 5,790$ square feet to $\pm 12,848$ square feet in size, with an average parcel size of $\pm 7,405$ square feet (.17 acres), and a density of 2.9 units per acre, which complies with the property's Medium Density Suburban (MDS) zoning designation.

2.1.5. The maximum height and size of the proposed buildings will comply with the Medium Density Suburban maximum height limit of 35 feet.

2.1.6. Provisions for the dedication or reservation of any portion of the land for public use, and the open space to be deed restricted in perpetuity for use as open space. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. There are two parks planned within the proposed development. The park located at the center of the development is approximately 7.2 acres and will serve as a storm water detention basin, as well as a public park. The detention basin will be maintained by the Homeowner's Association and the park will be offered for dedication to the County. The second park is located at the southern portion of the development and is approximately 1.5 acres in size and will be maintained by the Homeowner's Association. There will also be an additional 3.1 acres of open space at the northwest end of the project site, adjacent to Bureau of Land Management (BLM) land to be maintained by the Homeowner's Association. This will serve for a future county trailhead location and will connect to the City of Sparks Regional Trail System.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, including participation in special assessment district proceedings, if necessary, will be supplied pursuant to Section 2.1 (C). This will include the following exhibits:

- Exhibit C: A phasing plan for infrastructure, including construction phasing and financing plan with information on required bonding or other acceptable

08-11-80

337

guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage.

- Exhibit D: Information and methodology on the proposed funding mechanism and benefiting properties for the services and infrastructure, i.e. GID, SAD, LID, HOA, etc.
- Exhibit E: Phasing and financing plans for the sewer treatment system and for the collection system.

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and completion (Article 110.610 Washoe County Development Code) for each development phase or stage. This shall constitute Exhibit F.

2.1.9 The first final map, to be a minimum of five lots, shall be recorded on or before the second anniversary of this Agreement. Each successive map, if the Landowner chooses to record in a series, must include a minimum of five lots.

2.1.10 A Development Standards Handbook, to be known as Exhibit G, shall consist of the following: project description with site plan, development phasing and building setbacks; grading, drainage and erosion controls; fences and walls; lighting standards and energy conservation; revegetation and open space maintenance; public facilities including water and sewer service, fire protection and security and emergency services, as well as other materials and information deemed reasonably necessary and required by Community Development.

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

2.3 Public Notice. Any and all public notices required to be given in connection with this Agreement shall be given in accordance with Section 110.814.25 of the Code.

2.4 Assumption of Risk. The Landowner acknowledges and agrees that The Landowner is proceeding voluntarily and at its own risk in entering into this Agreement and without advice, promises or guarantees of any kind from the County, other than as expressly set forth herein.

2.5 Default and Termination of Agreement. This Agreement shall become null and void in the event of noncompliance with any term or deadline set forth in this Agreement, and all proceedings concerning the Tentative Map shall be terminated, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

2.6 Previously Approved Modifications to the Code. Tentative Subdivision Map Case File No. TM06-006 [Feather River] is an approved Common Open Space Development which allows for smaller lot sizes than the minimum standards set forth in the development standards for Medium Density Suburban in the Washoe County Development Code. Medium Density Suburban standards

07-11160

338

require a minimum of 12,000 square foot lot sizes. Approval of the Tentative Map allowed for lot sizes ranging from $\pm 5,790$ square feet to $\pm 12,848$ square feet. Minimum lot width was also reduced with the Common Open Space Development standards from a minimum 80 foot lot width to a minimum 55 foot lot width. These modifications are in the public's best interest because it allows for more useable open space within the project.

3. MISCELLANEOUS PROVISIONS.

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

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

3.3 Assignability of the Agreement. This Agreement shall be binding upon all future successors in interest of the Property as described in Exhibit A (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

3.4 Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

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

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

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

3.8 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the Tentative Map and this Agreement. Amendments, if any, shall be approved as provided in NRS 278.0205. Changes hereto which are in substantial compliance with the overall Tentative Map and this Agreement may be requested by Owners and approved or denied by the Director of Community Development. The Director of Community Development shall also decide whether or not a proposed change is in substantial compliance with

the overall Tentative Map. The Owners may appeal an adverse decision by the Director of Community Development to the Board of County Commissioners by written notice filed with the Director of Community Development, if filed within twenty (20) days of receipt of the notice of the adverse decision. No oral statements or representation subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

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

3.10 Third Party Beneficiary Rights. This Agreement is not intended to create any third-party beneficiary rights in any person not a party hereto.

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

3.12. Counterparts. This instrument may be executed in two or more counterparts, which, when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional signature pages.

[Signatures appear on following page]

05-11-88

340

[Signature page to Development Agreement]

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

LANDOWNER:

FEATHER RIVER 320, LLC, a Nevada Company

By: DESERT OASIS MANAGEMENT, INC., A Nevada Company

By: [Signature]
Randel W. Aleman, President

Date: Dec 8, 2008

Name: Randel W. Aleman

Title: manager

FEATHER RIVER LAND CO., LLC:

By: DESERT OASIS MANAGEMENT, INC., A Nevada Company

By: [Signature]
Randel W. Aleman, President

Date: Dec 8, 2008

Name: Randel W. Aleman

Title: manager

COUNTY:


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

By: [Signature]
ROBERT LARKIN, Chairman

Date: October 28, 2008

ATTEST:

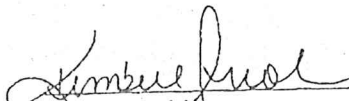
[Signature]
AMY HARVEY, County Clerk



State of Nevada

County of Washoe

This instrument was acknowledged before me on Dec 8, 2008, by Randel W. Aleman,
President of Desert Oasis Management, Inc..


Notary Public



KIMBERLY A. NOLAN
Notary Public, State of Nevada
Appointment No. 02-78107-1
My Appt. Expires Oct. 1, 2010

My commission expires: 10-1-2010

CERTIFIED COPY

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

Date: September 20, 2010

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

By 
Deputy Clerk

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

342



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