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- . Washoe County
- . Comptrollers Office
- . PO Box 11130
- . Reno, NV 89520

STATE OF NEVADA
 COUNTY OF WASHOE

ss: Julia Ketcham

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:

Ordinance 1215

has published in each regular and entire
 issue of said newspaper on the following
 dates to wit:

Sept. 12, 19, 2003

Signed: *Julia Ketcham*

Subscribed and sworn to before me this

SEP 24 2003

Tana Cicotti

PROOF OF PUBLICATION

**NOTICE OF ADOPTION
 WASHOE COUNTY
 ORDINANCE NO. 1215**
 NOTICE IS HEREBY GIVEN
 THAT: Bill No. 1395, Ordinance No. 1215 entitled:
 An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving a development agreement for Tom C. Pratt and Lanette Pratt. The agreement facilitates the development of a +/- 47.11 acre parcel into two parcels of 42.11 and 5.0 acres in size. The property is designated specific plan within the Warm Springs Area Plan and has potential zoning of high density rural in the Warm Springs Specific Plan with the approval of this development agreement. The property is located within a portion of the NW 1/4 of Section 4 T22N, R21E, Washoe County, Nevada (APN:077-340-75) (Bill No. 1395).
 was adopted on September 9, 2003 by Commissioners Galloway, Shaw and Weber. This ordinance shall be in full force and effect from and after September 19, 2003.
 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.
 AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners
 No.935507 Sept 12, 19, 2003

PLEASE STAMP & SIGN FOR PAYMENT

SEP 26 2003

 **TANA CICCOTTI**
 Notary Public - State of Nevada
 Appointment Recorded in Washoe County
 No: 02-78259-2 - Expires May 16, 2006

SUMMARY: An ordinance approving a Development Agreement for Tom C. Pratt and Lannette Pratt, facilitating the creation of two parcels.

BILL NO. 1395

ORDINANCE NO. 1215

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING A DEVELOPMENT AGREEMENT FOR TOM C. PRATT AND LANNETTE PRATT. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A +47.11 ACRE PARCEL INTO TWO PARCELS OF 42.11 AND 5.0 ACRES IN SIZE. THE PROPERTY IS DESIGNATED SPECIFIC PLAN WITHIN THE WARM SPRINGS AREA PLAN AND HAS POTENTIAL ZONING OF HIGH DENSITY RURAL IN THE WARM SPRINGS SPECIFIC PLAN WITH THE APPROVAL OF THIS DEVELOPMENT AGREEMENT. THE PROPERTY IS LOCATED WITHIN A PORTION OF THE NW/4 OF SECTION 4 T22N, R21 E, WASHOE COUNTY NEVADA (APN: 077-340-75).

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

SECTION 1. The Development Agreement for Tom C. Pratt and Lannette Pratt, 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 26th day of AUGUST, 2003.

Proposed by Commissioner SHAW.

Passed on the 9th day of SEPTEMBER, 2003.

Vote:

Ayes: SHAW, GALLOWAY & WEBER

Nays: NONE

Absent: HUMKE & SFERRAZZA

for James M. Shaw
David E. Humke, Chairman
Board of County Commissioners

ATTEST
Amy Harvey
Amy Harvey, County Clerk



APN# _____

Recording Requested by:

Name: Washoe County Clerk

Address: _____

City/State/Zip: _____

When Recorded Mail to:

Name: Washoe County Clerks office

Address: _____

City/State/Zip: _____

Mail Tax Statement to:

Name: _____

Address: _____

City/State/Zip: _____

(for Recorder's use only)

Ordinance No. 1215
(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

[Signature]
Signature

Deputy Clerk
Title

Stacy Gonzalez
Printed Name

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

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

(Additional recording fee applies)

1215

SUMMARY: An ordinance approving a Development Agreement for Tom C. Pratt and Lannette Pratt, facilitating the creation of two parcels.

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Proposed on the 26th day of AUGUST, 2003.

Proposed by Commissioner SHAW.

Passed on the 9th day of SEPTEMBER, 2003.

Vote:

Ayes: SHAW, GALLOWAY & WEBER

Nays: NONE

Absent: HUMKE & SERRAZZA

for James M. Shaw
David E. Humke, Chairman
Board of County Commissioners



Sharon Kvas

RECEIVED

AUG 28 2003

WASHOE COUNTY
COMMUNITY DEVELOPMENT

DEVELOPMENT AGREEMENT

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BETWEEN

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

AND

TOM C. PRATT and LANNETTE PRATT

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1.4 Benefit to OWNERS

OWNERS acknowledge and agree that, prior to entering into this Agreement, they sought appropriate legal advice and counsel, and made a voluntary informed business decision to enter into this Agreement in good faith. OWNERS further acknowledge and agree that substantial benefits will accrue to OWNERS as a result of entering into this Agreement, including entitlements to develop the Property in accordance with this Agreement and the Conditions of Approval under Parcel Map Case No. PM02-011, certainty in particular on-site and offsite improvements and requirements which OWNERS will be responsible for constructing or completing, and certainty in the imposition of land use fees or obligations which may be imposed by COUNTY.

1.5 Benefit to COUNTY

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

2. SELECTED DEFINITIONS

2.1 "Agreement" means this development agreement.

2.2 "Conditions of Approval" mean all conditions of the Parcel Map, which conditions are incorporated herein.

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.

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 Property to implement the standards identified in the WSSP-Development Standards Handbook Framework and/or specific development standards adopted with approval of any future project on the Property.

1 **2.5** "Development Standards Handbook" means the plans, specifications, details and
2 drawings for the BLM Palomino Valley Fire Station, Project No: AE-NV-052, dated June 12,
3 2003, subject to approval by COUNTY, and also means any handbook required to be
4 submitted for any future project on the Property.

5 **2.6** "OWNERS" means those property owners identified above and their successors and
6 assigns.

7 **2.7** "Project" means the Parcel Map development as approved by the COUNTY in Case No.
8 PM02-011 and this Agreement, the Palomino Valley Fire Station project, and any future
9 project on the Property.

10 **2.8** "The Property" means all the real property described in Exhibit "A".

11 **3. REQUIRED CONTENTS OF AGREEMENT**

12 Pursuant to WCDL § 110.814.20(a), the following matters are included in this Agreement.

13 **3.1** Both Parcels 1A and 1B of the Parcel Map are subject to the provisions of this
14 Agreement. See Exhibit "A".

15 **3.2** The proposed duration of this Agreement is the period during which the Property will be
16 fully developed. The term of this Agreement shall be fifteen (15) years from the date it is
17 executed by COUNTY.

18 **3.3** The Property may be used for any purpose consistent with the provisions of the WCDL,
19 the WSSP and this Agreement. Title to Parcel 1B of the Parcel Map shall be vested in the
20 United States of America, through its Bureau of Land Management ("BLM") for use as a fire
21 station, or other public purpose.

22 **3.4** The density and/or intensity of uses shall conform to the provisions of the WCDL and the
23 WSSP. The Property has a potential land use designation of High Density Rural (HDR).

24 **3.5** The maximum size and height of all proposed buildings shall conform to all requirements
25 of the WCDL and the WSSP, or as approved for the Project.

26 **3.6** OWNERS waive protest of participation in any special assessment district proceedings.

1 Pursuant to WSSP § 8.1.2, the following matters are included in this Agreement.

2 3.7 OWNERS shall pay any fees necessary for the construction of community infrastructure
3 that benefits the WSSP area, and shall be entitled to credit, or refund, of any fees paid for
4 infrastructure which is ultimately not constructed.

5 3.8 OWNERS shall, prior to any further development of Parcel 1A of the Parcel Map, record
6 CC&Rs approved by COUNTY that implement the standards identified in the WSSP
7 Development Standards Handbook Framework and/or specific development standards
8 adopted with approval of specific projects on the Property.

9 3.9 OWNERS shall participate in any future assessment district that provides services,
10 facilities, and or maintenance for the mutual benefit of the WSSP area residents and
11 OWNERS.

12 **4. PERMISSIVE CONTENTS OF AGREEMENT**

13 Pursuant to WCDL §110.814.20(b), the following matters are included in this Agreement.

14 **4.1 Legal Agreement**

15 The substance of covenants, grants or easements, or other restrictions proposed to be
16 imposed upon the use of the Property, including proposed easements or grants for public utilities
17 shall be provided in the CC&Rs and as specified in the Conditions of Approval of the Parcel
18 Map.

19 **4.2 Installation and Maintenance**

20 A program for the installation and maintenance of parking areas, lighting, landscaping,
21 private drainage facilities (including detention ponds, ditches, storm drains and drop inlets),
22 private streets, utilities, and other infrastructure may be further provided for, in part, in the
23 CC&R's.

24 **4.3 Subsequent Actions**

25 The approval of this Agreement by COUNTY constitutes a vested right of OWNERS to
26 develop the Property as set forth in this Agreement. Pursuant to WCDL § 110.814.05(b), this

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Agreement does not prevent County in a subsequent action applicable to the 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, except that any subsequent action by COUNTY shall not prevent the development of the Property as set forth in this Agreement. Nothing contained in this subsection 4.3 shall be construed to impair enforcement or compliance with the provisions of WCDL § 110.814.05(c) or (d).

4.4 Subsequent Approvals and Conditions

Tentative maps and final maps for Subdivisions, building permits, variances, parcel maps, boundary line adjustments, special use permits for nonresidential property, and other approvals by COUNTY within the Property ("Subsequent Approvals") shall be required pursuant to WCDL and WSSP requirements in existence at the time this Agreement is made, except as stated otherwise herein. All Subsequent Approvals in conformance with NRS Chapter 278, the WCDL and the WSSP, and in substantial conformance with the provisions of this Agreement shall be approved by the COUNTY as a consent item without public hearing. Any conditions imposed by COUNTY in Subsequent Approvals which pertain to the same subject matter as any Conditions of Approval for the Parcel Map 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 for the Parcel Map 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 for the Parcel Map, or provide more detail and do not conflict with matters addressed by any Conditions of Approval for the Parcel Map, 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 Washoe County Engineer.

1 **4.5 Subsequent Fees**

2 COUNTY fees imposed on applicable development within the Project shall be imposed
3 in the same manner such fees are imposed for other similarly situated development in the
4 COUNTY.

5 **4.6 Fire Protection**

6 OWNER agrees to transfer and dedicate free of charge to BLM Parcel 1B of the Parcel
7 Map for use as a five-acre fire station site. The deed for the fire station site shall restrict use to a
8 fire station and ancillary purposes, or other public purposes and uses. OWNERS and
9 representatives of BLM have entered into discussions regarding the free dedication of the fire
10 station site and other possible needs for fire protection.

11 **5. AMENDMENTS**

12 Amendments to this Agreement shall be defined as changes which are not in substantial
13 compliance with the overall Project character and design. Amendments, if any, shall be approved as
14 provided in NRS 278.0205. Changes hereto which are in substantial compliance with the overall Project
15 character and design may be requested by OWNERS and approved or denied by COUNTY'S Director of
16 Community Development.

17 The Director of Community Development shall also decide whether or not a proposed change is
18 in substantial compliance with the overall Project character or design. OWNERS may appeal an adverse
19 decision by the Director of Community Development under this Section 5 of the Board of County
20 Commissioners by written notice filed with the Director of Community Development, if filed within
21 twenty (20) days of receipt of the notice of the adverse decision.

22 **6. OBLIGATIONS OF OWNERS/ASSIGNMENT**

23 The parties acknowledge that OWNERS may sell or otherwise convey title to portions of
24 Parcel 1A upon satisfaction of all applicable requirements as development may occur. Successors to
25 OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to
26 develop or use any portion of the Property so acquired. Upon conveyance of any portion of the Property,

1 OWNERS' liability for obligations under this Agreement shall terminate, provided the successor
 2 OWNERS assume such obligations. The provisions of this Agreement constitute covenants running with
 3 the Property. Notwithstanding the provisions of this Section 6, a successor owner of a single lot created
 4 by final map within the Property shall not have any obligation under this Agreement other than for
 5 development and use of the lot so owned consistent with this Agreement.

6 **7. MISCELLANEOUS**

7 **7.1 Governing Law; Venue**

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

12 **7.2 Entirety and amendments**

13 This Agreement embodies the entire Agreement between the parties and supersedes all
 14 prior agreements and understandings, if any, relating to the Property, and may be amended or
 15 supplemented in whole or in part, by mutual consent of the parties as provided in WDCDC §
 16 110.814.40. No oral statements or representations made before or after the execution of this
 17 Agreement regarding the subject matter of this Agreement are binding on a party, nor may any
 18 such oral statements or representations be relied on by a party.

19 **7.3 Invalid Provisions**

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

26 **7.4 Parties Bound and Assignment**

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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.

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.

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 Community Development
P.O. Box 11130
Reno, NV 89520
Telephone: (775) 328-6100
Facsimile: (775) 328-3648

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With a copy to:

Assistant District Attorney, Civil Division
P.O. Box 30083
Reno, NV 89520
Telephone: (775) 337-5700
Facsimile: (775) 337-5732

OWNERS:

Tom C. Pratt
Lannette Pratt
6105 Whisky Springs Road
Reno, NV 89510
Telephone: (775) 358-9112
Facsimile: (775) 358-9116

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 tot his Agreement shall be deemed given upon delivery.

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

OWNERS 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 COUNTY arising out of actions by, or the negligence of OWNER, its officers, agents or employees, arising out of OWNERS' obligations specified herein, excepting only liability arising out of gross negligence or intentional wrong doing by COUNTY, its officers, agents, or employees.

1 **7.11 Recordation**

2 This Agreements shall be recorded in order to comply with WCDC § 110.814.45(a).

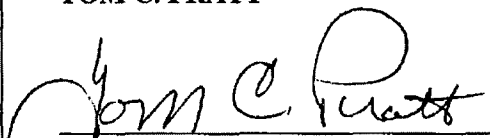
3 IN WITNESS WHEREOF, the parties have executed this Agreement.

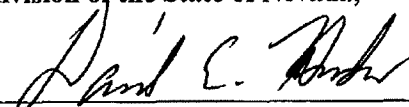
4 **OWNERS:**

COUNTY

5 **TOM C. PRATT**

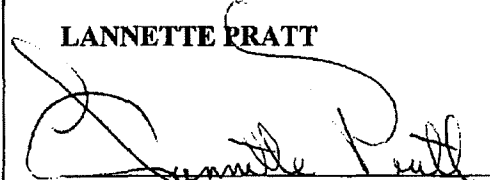
**THE COUNTY OF WASHOE, a political
subdivision of the State of Nevada,**

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7 
8 Tom C. Pratt

By 
David E. Humke, Chairman
Board of County Commissioners

Dated: August 26, 2003

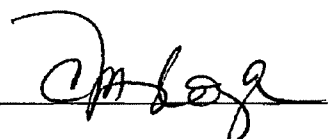
10 **LANNETTE PRATT**

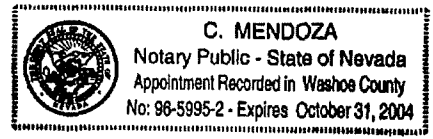
11
12 
13 Lannette Pratt

14 ATTEST:
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16 Amy Harvey, County Clerk

17 STATE OF NEVADA)
18) : ss.
19 COUNTY OF WASHOE)

20 On this 15th day of August, 2003, personally appeared before me, a Notary Public, Tom C. Pratt
21 and Lannette Pratt who acknowledged to me that they executed the foregoing instrument.

22 
23 NOTARY PUBLIC



SUMMARY: An ordinance approving a Development Agreement for Tom C. Pratt and Lannette Pratt, facilitating the creation of two parcels.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING A DEVELOPMENT AGREEMENT FOR TOM C. PRATT AND LANNETTE PRATT. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A +47.11 ACRE PARCEL INTO TWO PARCELS OF 42.11 AND 5.0 ACRES IN SIZE. THE PROPERTY IS DESIGNATED SPECIFIC PLAN WITHIN THE WARM SPRINGS AREA PLAN AND HAS POTENTIAL ZONING OF HIGH DENSITY RURAL IN THE WARM SPRINGS SPECIFIC PLAN WITH THE APPROVAL OF THIS DEVELOPMENT AGREEMENT. THE PROPERTY IS LOCATED WITHIN A PORTION OF THE NW/4 OF SECTION 4 T22N, R21 E, WASHOE COUNTY NEVADA (APN: 077-340-75).

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

SECTION 1. The Development Agreement for Tom C. Pratt and Lannette Pratt, 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 _____ day of _____, 2003.

Proposed by Commissioner _____.

Passed on the _____ day of _____, 2003.

Vote:

Ayes:

Nays:

Absent:

David E. Humke, Chairman
Board of County Commissioners

ATTEST:

Amy Harvey, County Clerk



Washoe County
Department of
Community
Development
1001 E. Ninth St., Bldg. A
Post Office Box 11130
Reno, NV 89520-0027
Tel: 775-328-3600
Fax: 775-328-3648

MEMORANDUM

TO: Board of County Commission

FROM: Washoe County Department of Community Development

RE: Review and Potential Execution of a Development Agreement for Development Agreement Case No. DA03-001 (Tom C. and Lannette Pratt) and Potential Introduction and First Reading of the Ordinance Adopting Said Development Agreement and Subsequent Second Reading of the Ordinance

DATE: August 15, 2003

GENERAL INFORMATION SUMMARY

Applicant: Tom C. and Lannette Pratt

Requested Action: To review the Tom C. and Lannette Pratt Development Agreement, as defined in Article 110.814 of the Washoe County Development Code, and as required by the Warm Springs Specific Plan and, if approved, to introduce and conduct the first reading of the ordinance adopting the Development Agreement. The Development Agreement would facilitate the development of a 5.0 acre lot and a remaining 42.11 acre lot as approved by Parcel Map Case No. PM02-011. Title to Parcel 1B of the Parcel Map is proposed to be vested in the United States Department of the Interior, through its Bureau of Land Management (BLM), for use as a fire station, or other public purpose. The property is located at the northwest corner of the intersection of Whiskey Springs Road and Grass Valley Road, east of Pyramid Lake Highway (SR 445). The property is designated Specific Plan (SP) within the Warm Springs Area Plan and has potential zoning of High Density Rural (HDR) in the Warm Springs Specific Plan. The property is within the NW/4 of Section 4, T22N, R21E, Washoe County, Nevada. The property is within the area reviewed by the Warm Springs Citizens Advisory Board and is in Washoe County Commission District No. 4. (APN: 077-340-75)

The Department of Community Development recommends adoption of the Development Agreement as submitted. Further, staff recommends the Board introduce and conduct the first reading for the ordinance adopting the Development Agreement. The following findings are provided and recommended for the Board in the approval of the Development Agreement:

1. That the Development Agreement is in the best interests of Washoe County in that it ensures that the developer shall fund a portion of the required

Adrian P. Freund,
AICP, Director



Board of County Commissioners
RE: DC03-001 (Tom Pratt)
August 15, 2003 - Page 2

infrastructure for the Warm Springs Specific Plan area and further, provides a site for the use of the Bureau of Land Management for a fire station, or other public purpose;

2. That the Development Agreement promotes the public interest and welfare by complying with the Warm Springs Specific Plan adopted by Washoe County;
3. That there are no requested departures from the Washoe County Development Code; and
4. That the Development Agreement has sufficient terms and conditions intended to protect the interests of the public, residents and owners of the land subject to the Development Agreement in the integrity of the plan.

COUNTY COMMISSION OPTIONS

The Washoe County Board of County Commissioners has the following options with the resultant consequences available on the review of Development Agreement Case No. DA03-001 for Tom C. and Lannette Pratt:

- Approve the Development Agreement as requested and introduce and conduct the first reading of the ordinance adopting the Development Agreement. Direct staff to place the second reading and public hearing on the item on the appropriate agenda. The applicant will be able to transfer the title of Parcel 1B to the Bureau of Land Management for the development and construction of a BLM fire station or other public purpose.
- Approve the Development Agreement subject to specified conditions not included in the agreement as submitted.
- Deny the request based upon findings sufficient to support a denial. A building permit could not be issued on Parcel 1B to facilitate the BLM fire station.
- If approved, introduce an ordinance adopting the Development Agreement.

BACKGROUND AND ANALYSIS

The Warm Springs Specific Plan, a part of the Warm Springs Area Plan, was adopted by the Board of County Commissioners on September 22, 1992 and subsequently amended on March 7, 1995.

The applicant's property is contained within the Warm Springs Specific Plan. The applicant applied for a parcel map to partition a 5-acre parcel from the larger \pm 47 acre parcel for transfer to the Bureau of Land Management (BLM) on April 4, 2002. The

Board of County Commissioners
RE: DC03-001 (Tom Pratt)
August 15, 2003 - Page 3

request was heard by the Parcel Map Review Committee and approved at its regular meeting of August 2, 2002 with twelve conditions. Condition 12 required the recordation of a Development Agreement pursuant to the Warm Springs Specific Plan.

APPLICABLE REGULATIONS

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110.

Attachments: Proposed Development Agreement between County of Washoe and Tom C. Pratt and Lannette Pratt; Proposed Ordinance; Parcel Map Review Committee Action Order dated August 7, 2002; Site Map; Parcel Map

xc: Tom C. and Lannette Pratt; P. O. Box 50459, Sparks, NV 89435; George G. Lindesmith, PLS, Tri State Surveying, 1925 East Prater Way, Sparks, NV 89434; Adrian P. Freund, AICP, Director, Department of Community Development.

SUMMARY: An ordinance approving a Development Agreement for Tom C. Pratt and Lannette Pratt, facilitating the creation of two parcels.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING A DEVELOPMENT AGREEMENT FOR TOM C. PRATT AND LANNETTE PRATT. THE AGREEMENT FACILITATES THE DEVELOPMENT OF A ±47.11 ACRE PARCEL INTO TWO PARCELS OF 42.11 AND 5.0 ACRES IN SIZE. THE PROPERTY IS DESIGNATED SPECIFIC PLAN WITHIN THE WARM SPRINGS AREA PLAN AND HAS POTENTIAL ZONING OF HIGH DENSITY RURAL IN THE WARM SPRINGS SPECIFIC PLAN WITH THE APPROVAL OF THIS DEVELOPMENT AGREEMENT. THE PROPERTY IS LOCATED WITHIN A PORTION OF THE NW/4 OF SECTION 4 T22N, R21 E, WASHOE COUNTY NEVADA (APN: 077-340-75).

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

SECTION 1. The Development Agreement for Tom C. Pratt and Lannette Pratt, 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 ____ day of _____, 2003.

Proposed by Commissioner _____.

Passed on the ____ day of _____, 2003.

Vote:

Ayes:

Nays:

Absent:

David E. Humke, Chairman
Board of County Commissioners

ATTEST:

Amy Harvey, County Clerk

Kvas, Sharon

From: Kvas, Sharon
Sent: Tuesday, August 12, 2003 8:51 AM
To: Rhodes, John
Subject: FW: Public Hearing Newspaper Notice, BCC 8/26/03

I sent this off for newspaper notice.

Sharon Kvas, AICP, Planning Manager
(775) 328-3602 FAX 328-6133
E-mail - skvas@mail.co.washoe.nv.us

-----Original Message-----

From: Kvas, Sharon
Sent: Tuesday, August 12, 2003 8:48 AM
To: Gotchy, Sharon; Trow, Barbara; Rowe, Lori; Ayrault, Melissa
Subject: Public Hearing Newspaper Notice, BCC 8/26/03

Good morning....don't know who is doing this meeting, so I am sending this to all of you, this needs a newspaper notice. Thanks

REVIEW AND POTENTIAL EXECUTION OF A DEVELOPMENT AGREEMENT FOR DEVELOPMENT AGREEMENT CASE NO. DA03-001 (TOM C.AND LANNETTE PRATT) AND POTENTIAL INTRODUCTION AND FIRST READING OF THE ORDINANCE ADOPTING SAID DEVELOPMENT AGREEMENT - To review the Tom C.and Lannette Pratt Development Agreement, as defined in Article 110.814 of the Washoe County Development Code, and as required by the Warm Springs Specific Plan and, if approved, to introduce and conduct the first reading of the ordinance adopting the Development Agreement. The Development Agreement would facilitate the development of a 5.0 acre lot and a remaining 42.11 acre lot as approved by Parcel Map Case No. PM02-011. Title to Parcel 1B of the Parcel Map is proposed to be vested in the United States Department of the Interior, through its Bureau of Land Management (BLM), for use as a fire station, or other public purpose. The property is located at the northwest corner of the intersection of Whiskey Springs Road and Grass Valley Road, east of Pyramid Lake Highway (SR 445). The property is designated Specific Plan (SP) within the Warm Springs Area Plan and has potential zoning of High Density Rural (HDR) in the Warm Springs Specific Plan. The property is within the NW/4 of Section 4, T22N, R21E, Washoe County, Nevada. The property is within the area reviewed by the Warm Springs Citizens Advisory Board and is in Washoe County Commission District No. 4. (APN: 077-340-75)

General Information Screen

APPLIED RES

Application Date	04/04/2002	Expiration Date	///	///	N
Application Date	///	Expiration Date	///	///	N
Application Date	///	Expiration Date	///	///	N
Application Date	///	Expiration Date	///	///	N
Application Date	///	Expiration Date	///	///	N

Permits Plus 32-Bit © 2001 - Astela, Inc. All Rights Reserved

OFFICIAL NOTICE OF PUBLIC HEARING

DATE: August 15, 2003

You are hereby notified that the Washoe County Board of Commissioners will conduct a public hearing at the following time and location:

5:30 p.m., Tuesday, August 26, 2003

County Commission Chambers, 1001 East Ninth Street, Reno, NV 89512

RE: Review and Potential Execution of a Development Agreement for Development Agreement Case No. DA03-001 (Tom C. and Lannette Pratt) and Potential Introduction and First Reading of the Ordinance Adopting Said Development Agreement and Subsequent Second Reading of the Ordinance

Applicant: Tom C. and Lannette Pratt

Requested Action: To review the Tom C. and Lannette Pratt Development Agreement, as defined in Article 110.814 of the Washoe County Development Code, and as required by the Warm Springs Specific Plan and, if approved, to introduce and conduct the first reading of the ordinance adopting the Development Agreement. The Development Agreement would facilitate the development of a 5.0 acre lot and a remaining 42.11 acre lot as approved by Parcel Map Case No. PM02-011. Title to Parcel 1B of the Parcel Map is proposed to be vested in the United States Department of the Interior, through its Bureau of Land Management (BLM), for use as a fire station, or other public purpose. The property is located at the northwest corner of the intersection of Whiskey Springs Road and Grass Valley Road, east of Pyramid Lake Highway (SR 445). The property is designated Specific Plan (SP) within the Warm Springs Area Plan and has potential zoning of High Density Rural (HDR) in the Warm Springs Specific Plan. The property is within the NW/4 of Section 4, T22N, R21E, Washoe County, Nevada. The property is within the area reviewed by the Warm Springs Citizens Advisory Board and is in Washoe County Commission District No. 4. (APN: 077-340-75)

As an owner of property in the vicinity, you are invited to present testimony relative to these matters.

STAFF: Sharon Kvas, AICP (775) 328-3602

BCC August 26, 2003 DA03-001 SK

7735001
 BRIAN M & MARIA M AKRE
 P O BOX 7710
 RENO NV 89510

7735006
 DAVID E CLARK
 99 BARLOW AVE
 CHERRY HILL NJ 08002

7734041
 GLEN R & TRACY COPELAND
 3535 VISTA BV
 SPARKS NV 89436

7735003
 MARK E DOBBECK
 5005 WAYSIDE RD
 RENO NV 89510

7734072
 BRENT N DOUGLAS
 1200 WHISKEY SPRINGS RD
 RENO NV 89510-9342

7734068
 BRENT N DOUGLAS
 1200 WHISKEY SPRINGS RD
 RENO NV 89510-9342

7710034
 HARRY G & JOANNE FAHNESTOCK
 P O BOX 20065
 RENO NV 89515

7734046
 FRANK III GRINER
 4996 BROKEN SPUR RD
 RENO NV 89510

7710012
 EDWARD J JR & CONSTANCE G HAYES
 26656 PURISSIMA RD
 LOS ALTOS HILLS CA 94022

7734036
 PATRICIA H HESS
 2415 ALPINE MEADOWS AV
 HENDERSON NV 89074

7734047
 GLADE W ANDERSON
 REVARD FAREN L
 4964 BROKEN SPUR RD
 RENO NV 89510

7623206
 JOHN G & SUSAN D CLAYPOOL
 5900 SAGE FLATS RD
 RENO NV 89510

7735014
 AARON D & PATTI J CRONEY
 5204 EAGLE PL
 RENO NV 89510

7734070
 BRENT N DOUGLAS
 1200 WHISKEY SPRINGS RD
 RENO NV 89510-9342

7734073
 BRENT N DOUGLAS
 1200 WHISKEY SPRINGS RD
 RENO NV 89510-9342

7734069
 BRENT N DOUGLAS
 1200 WHISKEY SPRINGS RD
 RENO NV 89510-9342

7710033
 HARRY G & JOANNE FAHNESTOCK
 P O BOX 20065
 RENO NV 89515

7735005
 LA VERNE C HAFNER
 1642 HAVENCREST DRIVE
 RENO NV 89523

7734040
 JAMES E & ANN D HESS
 297 LENWOOD DR
 SPARKS NV 89431

7734038
 PATRICIA H HESS
 2415 ALPINE MEADOWS AV
 HENDERSON NV 89074

7734007
 ARNDELL JESS CONSTRUCT CO INC
 P O BOX 585
 FERNLEY NV 89408

7734010
 MARC A & CYNTHIA A COLOSIMO
 5000 WAYSIDE RD
 RENO NV 89510

7735011
 WILLIAM N DICKIE
 5895 1/2 GRASS VALLEY
 RENO NV 89510

7734071
 BRENT N DOUGLAS
 1200 WHISKEY SPRINGS RD
 RENO NV 89510-9342

7734067
 BRENT N DOUGLAS
 1200 WHISKEY SPRINGS RD
 RENO NV 89510-9342

7734050
 BRENT N & NORMA R DOUGLAS
 1200 WHISKEY SPRINGS RD
 RENO NV 89510-9342

7735009
 BENJAMIN GALLETTI
 5905 GRASS VALLEY RD
 RENO NV 89510-9700

7710013
 EDWARD J JR & CONSTANCE G HAYES
 26656 PURISSIMA RD
 LOS ALTOS HILLS CA 94022

7734043
 JAMES E & ANN D HESS
 297 LENWOOD DR
 SPARKS NV 89431

7734058
 TERUO F HONDA
 17011 S DENKER AV
 GARDENA CA 90247

BCC August 26, 2003 DA03-001 SK

7623204

JOHN M & JANICE M HORGAN
6055 SAGE FLATS RD
ENO NV 89510

7734027

ROBERT H & CARLEEN K HULL
2497 GORNO DR
TRENTON MI 48183-2540

7735004

PHILLIP J G & KATHERINE D JEROME
5900 GRASS VALLEY ROAD
RENO NV 89510

7734042

RAYMOND C & MARY A JOHNSON
1794 PESCADERO PKWY
SALINAS CA 93906

7734018

RUSSELL C & SANDRA A JOHNSON
1300 WHISKEY SPRINGS ROAD
RENO NV 89510

7645007

THOMAS J & KELLIE L KEIM
4220 RIVERWOODS DR
AUBURN CA 95603

7734059

DAVID R & DENISE A LEWIS
2440 LA JOLLA LN
SPARKS NV 89436

7734009

MAX A & GAIL A LOPEZ-GONZALEZ
5600 GRASS VALLEY RD
RENO NV 89510

7734011

ROBERT G & PATRICIA C MASTERS
20182 KLINE DR
SANTA ANA HEIGHTS CA 92707

7734026

JOHN J & MINAKO MAYKOVICH
4100 FOLSOM BV #8A
SACRAMENTO CA 95819

7735008

THOMAS C & JOSEPHINE MCGUIRE
7415 LINDSEY LN
SPARKS NV 89436

7645008

K OSWALD
3655 RIGHT HAND CANYON RD
RENO NV 89510

7735007

JAMES L & MARCIA I PACKARD
324 9TH ST
CORONADO CA 92118

7735002

PALOMINO VALLEY GEN IMP DIST
P O BOX 615
SPARKS NV 89432

7734075

TOM C & LANNETTE PRATT
6105 WHISKEY SPRINGS RD
RENO NV 89510

7734076

TOM C & LANNETTE PRATT
6105 WHISKEY SPRINGS RD
RENO NV 89510

7734014

GARY RAFFANELLI
4180 BASQUE LN
RENO NV 89509

7735013

REALTY CORNER
801 GRENBRAE DR
SPARKS NV 89431

7734033

KERRY & DANA A RILEY
5871 WHISKEY SPRINGS RD
RENO NV 89510

7645009

EUGEN RUDIC
1600 IDLEWILD DR #8
RENO NV 89509

7734048

BRET G & THERESA SHIRLEY
4932 BROKEN SPUR
RENO NV 89510

7645002

DESME ST CLAIR
P O BOX 2528
RENO NV 89505

7623205

MICHAEL B STEWART
P O BOX 40
EMPIRE NV 89405

7623207

GARY E & JANET TANNER
6000 SAGE FLATS ROAD
RENO NV 89510

7709003

TEHAMA HOLDINGS INC
1930 DOBSON RD #2
MESA AZ 85202

7709014

TEHAMA HOLDINGS INC
1930 S DOBSON RD #2
MESA AZ 85202

7734045

TEHAMA HOLDINGS INC
1930 S DOBSON RD #2
MESA AZ 85202

7734004

TEHAMA HOLDINGS INC
1930 S DOBSON RD #2
MESA AZ 85202

7734005

TEHAMA HOLDINGS INC
1930 S DOBSON RD #2
MESA AZ 85202

7709013

TEHAMA HOLDINGS INC
1930 S DOBSON RD #2
MESA AZ 85202

BCC August 26, 2003 DA03-001 SK

7709015
TEHAMA HOLDINGS INC
1930 S DOBSON RD #2
ESA AZ 85202

7709007
TEHAMA HOLDINGS INC
1930 S DOBSON RD #2
MESA AZ 85202

7734044
TEHAMA HOLDINGS INC
1930 S DOBSON RD #2
MESA AZ 85202

7734016
ROBERT H & NANCY A TURNER
16985 MOUNTAIN BLUEBIRD DR
RENO NV 89511

7735012
MARK VINER
5875 GRASS VALLEY RD
RENO NV 89510

7643001
FEDROES & NANCY C YAVROM
C/O SHANNON JANICE K
259 SUNRISE AV
ROSEVILLE CA 95661

7645001
ROBERT S JR & CLAUDIA M ZEMANEK
11640 CAMELROCK DR
RENO NV 89506

DA03-001 SK
WASHOE COUNTY COMMUNITY
DEVELOPMENT
PO BOX 11130
RENO NV 89520



Washoe County
Department of Community Development
for the



Washoe County Board of Commissioners
1001 E. Ninth St., Bldg. A
Post Office Box 11130
Reno, NV 89520-0027

I hereby certify that notices for the case number referenced below were delivered to the Washoe County Mailroom for mailing pursuant to Nevada Revised Statutes, Chapter 278 and Washoe County Code Chapter 110.

Signature: Dawn Rydberg Date: 8/14/03

Mailing List for Case No.: DA03001 Sharon Kvas

No.	APN	Name and Address of Addressee
1	7735001	BRIAN M & MARIA M AKRE P O BOX 7710 RENO NV 89510
2	7734047	GLADE W ANDERSON REVAR D FAREN L 4964 BROKEN SPUR RD RENO NV 89510
3	7734007	ARNDELL JESS CONSTRUCT CO INC P O BOX 585 FERNLEY NV 89408
4	7735006	DAVID E CLARK 99 BARLOW AVE CHERRY HILL NJ 08002
5	7623206	JOHN G & SUSAN D CLAYPOOL 5900 SAGE FLATS RD RENO NV 89510
6	7734010	MARC A & CYNTHIA A COLOSIMO 5000 WAYSIDE RD RENO NV 89510
7	7734041	GLEN R & TRACY COPELAND 3535 VISTA BV SPARKS NV 89436
8	7735014	AARON D & PATTI J CRONEY 5204 EAGLE PL RENO NV 89510
9	7735011	WILLIAM N DICKIE 5895 1/2 GRASS VALLEY RENO NV 89510
10	7735003	MARK E DOBBECK 5005 WAYSIDE RD RENO NV 89510
11	7734070	BRENT N DOUGLAS 1200 WHISKEY SPRINGS RD RENO NV 89510-9342
12	7710034	HARRY G & JOANNE FAHNESTOCK P O BOX 20065 RENO NV 89515
13	7735009	BENJAMIN GALLETTI 5905 GRASS VALLEY RD RENO NV 89510-9700
14	7734046	FRANK III GRINER 4996 BROKEN SPUR RD RENO NV 89510
15	7735005	LA VERNE C HAFNER 1642 HAVENCREST DRIVE RENO NV 89523
16	7710012	EDWARD J JR & CONSTANCE G HAYES 26656 PURISSIMA RD LOS ALTOS HILLS CA 94022
17	7734043	JAMES E & ANN D HESS 297 LENWOOD DR SPARKS NV 89431
18	7734038	PATRICIA H HESS 2415 ALPINE MEADOWS AV HENDERSON NV 89074
19	7734058	TERUO F HONDA 17011 S DENKER AV GARDENA CA 90247
20	7623204	JOHN M & JANICE M HORGAN 6055 SAGE FLATS RD RENO NV 89510
21	7734027	ROBERT H & CARLEEN K HULL 2497 GORNO DR TRENTON MI 48183-2540
22	7735004	PHILLIP J G & KATHERINE D JEROME 5900 GRASS VALLEY ROAD RENO NV 89510
23	7734042	RAYMOND C & MARY A JOHNSON 1794 PESCADERO PKWY SALINAS CA 93906
24	7734018	RUSSELL C & SANDRA A JOHNSON 1300 WHISKEY SPRINGS ROAD RENO NV 89510
25	7645007	THOMAS J & KELLIE L KEIM 4220 RIVERWOODS DR AUBURN CA 95603
26	7734059	DAVID R & DENISE A LEWIS 2440 LA JOLLA LN SPARKS NV 89436
27	7734009	MAX A & GAIL A LOPEZ-GONZALEZ 5600 GRASS VALLEY RD RENO NV 89510
28	7734011	ROBERT G & PATRICIA C MASTERS 20182 KLINE DR SANTA ANA HEIGHTS CA 92707
29	7734026	JOHN J & MINAKO MAYKOVICH 4100 FOLSOM BV #8A SACRAMENTO CA 95819
30	7735008	THOMAS C & JOSEPHINE MCGUIRE 7415 LINDSEY LN SPARKS NV 89436



Washoe County
Department of Community Development
 for the



Washoe County Board of Commissioners
 1001 E. Ninth St., Bldg. A
 Post Office Box 11130
 Reno, NV 89520-0027

I hereby certify that notices for the case number referenced below were delivered to the Washoe County Mailroom for mailing pursuant to Nevada Revised Statutes, Chapter 278 and Washoe County Code Chapter 110.

Signature: _____ **Date:** _____

Mailing List for Case No.: _____

31	7645008	K OSWALD 3655 RIGHT HAND CANYON RD RENO NV 89510
32	7735007	JAMES L & MARCIA I PACKARD 324 9TH ST CORONADO CA 92118
33	7735002	PALOMINO VALLEY GEN IMP DIST P O BOX 615 SPARKS NV 89432
34	7734075	TOM C & LANNETTE PRATT 6105 WHISKEY SPRINGS RD RENO NV 89510
35	7734014	GARY RAFFANELLI 4180 BASQUE LN RENO NV 89509
36	7735013	REALTY CORNER 801 GRENBRAE DR SPARKS NV 89431
37	7734033	KERRY & DANA A RILEY 5871 WHISKEY SPRINGS RD RENO NV 89510
38	7645009	EUGEN RUDIC 1600 IDLEWILD DR #8 RENO NV 89509
39	7734048	BRET G & THERESA SHIRLEY 4932 BROKEN SPUR RENO NV 89510
40	7645002	DESME ST CLAIR P O BOX 2528 RENO NV 89505
41	7623205	MICHAEL B STEWART P O BOX 40 EMPIRE NV 89405
42	7623207	GARY E & JANET TANNER 6000 SAGE FLATS ROAD RENO NV 89510
43	7709003	TEHAMA HOLDINGS INC 1930 DOBSON RD #2 MESA AZ 85202
44	7734016	ROBERT H & NANCY A TURNER 16985 MOUNTAIN BLUEBIRD DR RENO NV 89511
45	7735012	MARK VINER 5875 GRASS VALLEY RD RENO NV 89510
46	7643001	FEDROES & NANCY C YAVROM C/O SHANNON JANICE K 259 SUNRISE AV ROSEVILLE CA 95661
47	7645001	ROBERT S JR & CLAUDIA M ZEMANEK 11640 CAMELROCK DR RENO NV 89506

OFFICIAL NOTICE OF PUBLIC HEARING

DATE: August 15, 2003

You are hereby notified that the Washoe County Board of Commissioners will conduct a public hearing at the following time and location:

5:30 p.m., Tuesday, August 26, 2003
County Commission Chambers, 1001 East 3rd Street, Reno, NV 89512

RE: Review and Potential Execution of a Development Agreement for Development Agreement Case No. DA03-001 (Tom C. and Lannette Pratt) and Potential Introduction and First Reading of the Ordinance Adopting Said Development Agreement and Subsequent Second Reading of the Ordinance

Applicant: Tom C. and Lannette Pratt

Requested Action: To review the Tom C. and Lannette Pratt Development Agreement, as defined in Article 110.814 of the Washoe County Development Code, and as required by the Warm Springs Specific Plan and, if approved, to introduce and conduct the first reading of the ordinance adopting the Development Agreement. The Development Agreement would facilitate the development of a 5.0 acre lot and a remaining 42.11 acre lot as approved by Parcel Map Case No. PM02-011. Title to Parcel 1B of the Parcel Map is proposed to be vested in the United States Department of the Interior, through its Bureau of Land Management (BLM), for use as a fire station, or other public purpose. The property is located at the northwest corner of the intersection of Whiskey Springs Road and Grass Valley Road, east of Pyramid Lake Highway (SR 445). The property is designated Specific Plan (SP) within the Warm Springs Area Plan and has potential zoning of High Density Rural (HDR) in the Warm Springs Specific Plan. The property is within the NW/4 of Section 4, T22N, R21E, Washoe County, Nevada. The property is within the area reviewed by the Warm Springs Citizens Advisory Board and is in Washoe County Commission District No. 4. (APN: 077-340-75)

As an owner of property in the vicinity, you are invited to present testimony relative to these matters.

STAFF: Sharon Kvas, AICP (775) 328-3602

RECEIVED
AUG 29 2003
WASHOE COUNTY
COMMUNITY DEVELOPMENT

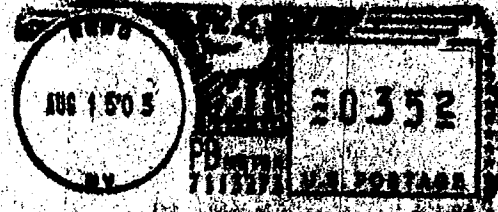


Washoe County
Department of Community Development
for the



Washoe County Board of Commissioners
1001 E. Ninth St., Bldg. A
Post Office Box 11130
Reno, NV 89520-0027

PRESORTED
FIRST CLASS



**NOT DELIVERABLE
AS ADDRESSED,
MAIL TO RETURN**

OFFICIAL NOTICE OF PUBLIC HEARING
RECEIVED

AUG 29 2003

WASHOE COUNTY
COMMUNITY DEVELOPMENT

7649001
FEDROES & NANCY C YAVROM
C/O SHANNON JANICE K
259 SUNRISE AV
ROSEVILLE CA 95661

FD0000 95661

**NOTICE OF PUBLIC HEARING
BILL NO. 1395**

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, September 9, 2003, at 5:30 p.m.** to consider the adoption of **Bill No. 1395** entitled as follows:

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving a development agreement for Tom C. Pratt and Lannette Pratt. The agreement facilitates the development of a \pm 47.11 acre parcel into two parcels of 42.11 and 5.0 acres in size. The property is designated specific plan within the Warm Springs Area Plan and has potential zoning of high density rural in the Warm Springs Specific Plan with the approval of this development agreement. The property is located within a portion of the NW 1/4 of Section 4 T22N, R21E, Washoe County, Nevada (APN:077-340-75) (Bill No. 1395).

Anyone wishing to protest or affirm may do so by appearing at the above-named time and place.

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

Today is Wednesday, August 27, 2003

Tana Cicotti, Legal Desk
Reno Gazette-Journal

Please publish Notice of Public Hearing in the Reno Gazette-Journal on Friday, August 29, 2003, and furnish proof of publication to the:

County Clerk's Office
Post Office Box 30083
Reno, NV 89520-3083.

NOTICE OF PUBLIC HEARING

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, August 26, 2003, at 5:30 p.m.** to consider

REVIEW AND POTENTIAL EXECUTION OF A DEVELOPMENT AGREEMENT FOR DEVELOPMENT AGREEMENT CASE NO. DA03-001 (TOM C. AND LANNETTE PRATT) AND POTENTIAL INTRODUCTION AND FIRST READING OF THE ORDINANCE ADOPTING SAID DEVELOPMENT AGREEMENT - To review the Tom C. and Lannette Pratt Development Agreement, as defined in Article 110.814 of the Washoe County Development Code, and as required by the Warm Springs Specific Plan and, if approved, to introduce and conduct the first reading of the ordinance adopting the Development Agreement. The Development Agreement would facilitate the development of a 5.0 acre lot and a remaining 42.11 acre lot as approved by Parcel Map Case No. PM02-011. Title to Parcel 1B of the Parcel Map is proposed to be vested in the United States Department of the Interior, through its Bureau of Land Management (BLM), for use as a fire station, or other public purpose. The property is located at the northwest corner of the intersection of Whiskey Springs Road and Grass Valley Road, east of Pyramid Lake Highway (SR 445). The property is designated Specific Plan (SP) within the Warm Springs Area Plan and has potential zoning of High Density Rural (HDR) in the Warm Springs Specific Plan. The property is within the NW/4 of Section 4, T22N, R21E, Washoe County, Nevada. The property is within the area reviewed by the Warm Springs Citizens Advisory Board and is in Washoe County Commission District No. 4. (APN: 077-340-75)

Anyone wishing to protest or affirm may do so by appearing at the above-named time and place.

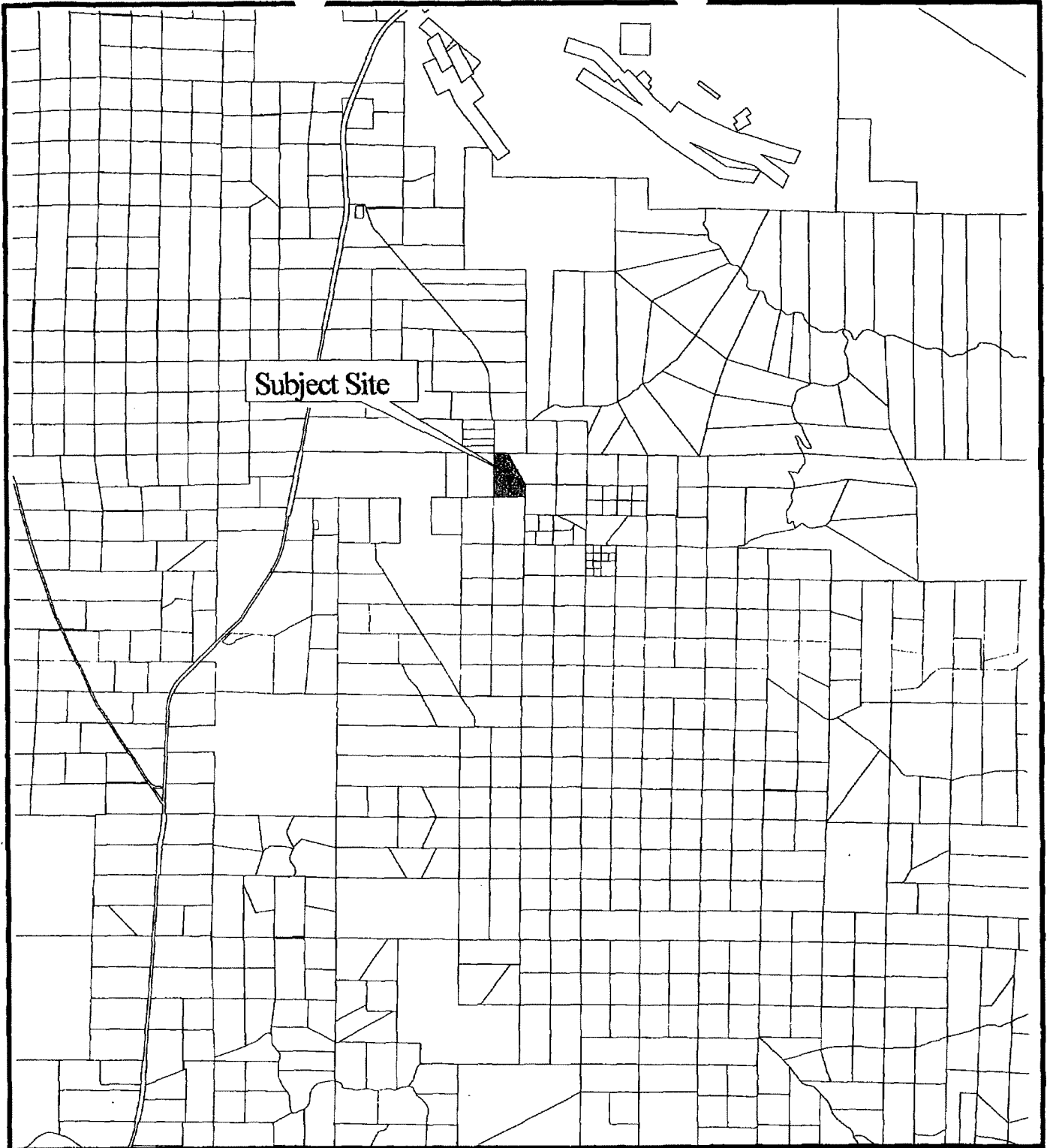
AMY HARVEY, Washoe County Clerk and
Clerk of the Board of County Commissioners

Today is Wednesday, August 13, 2003

Tana Cicotti, Legal Desk
Reno Gazette-Journal

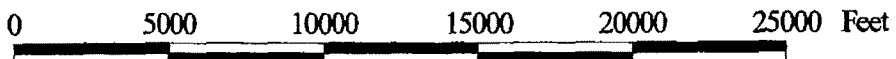
Please publish Notice of Public Hearing in the Reno Gazette-Journal on Friday, August 15, 2003, and furnish proof of publication to the:

County Clerk's Office
Post Office Box 30083
Reno, NV 89520-3083.



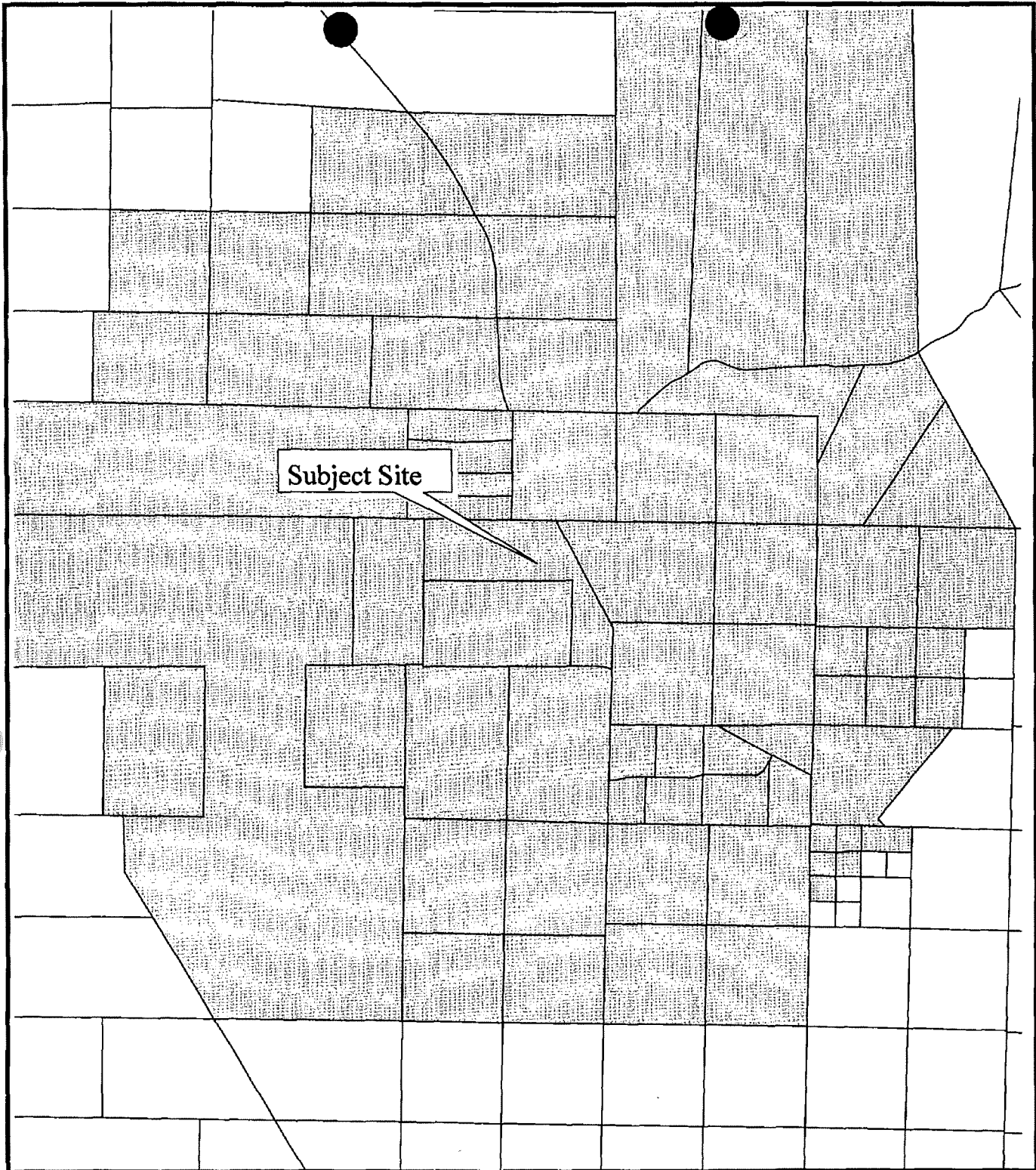
Vicinity Map

Parcel Map Case No. PM02-011
for Pratt



07/25/02





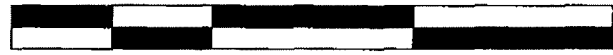
Mailing Label Map

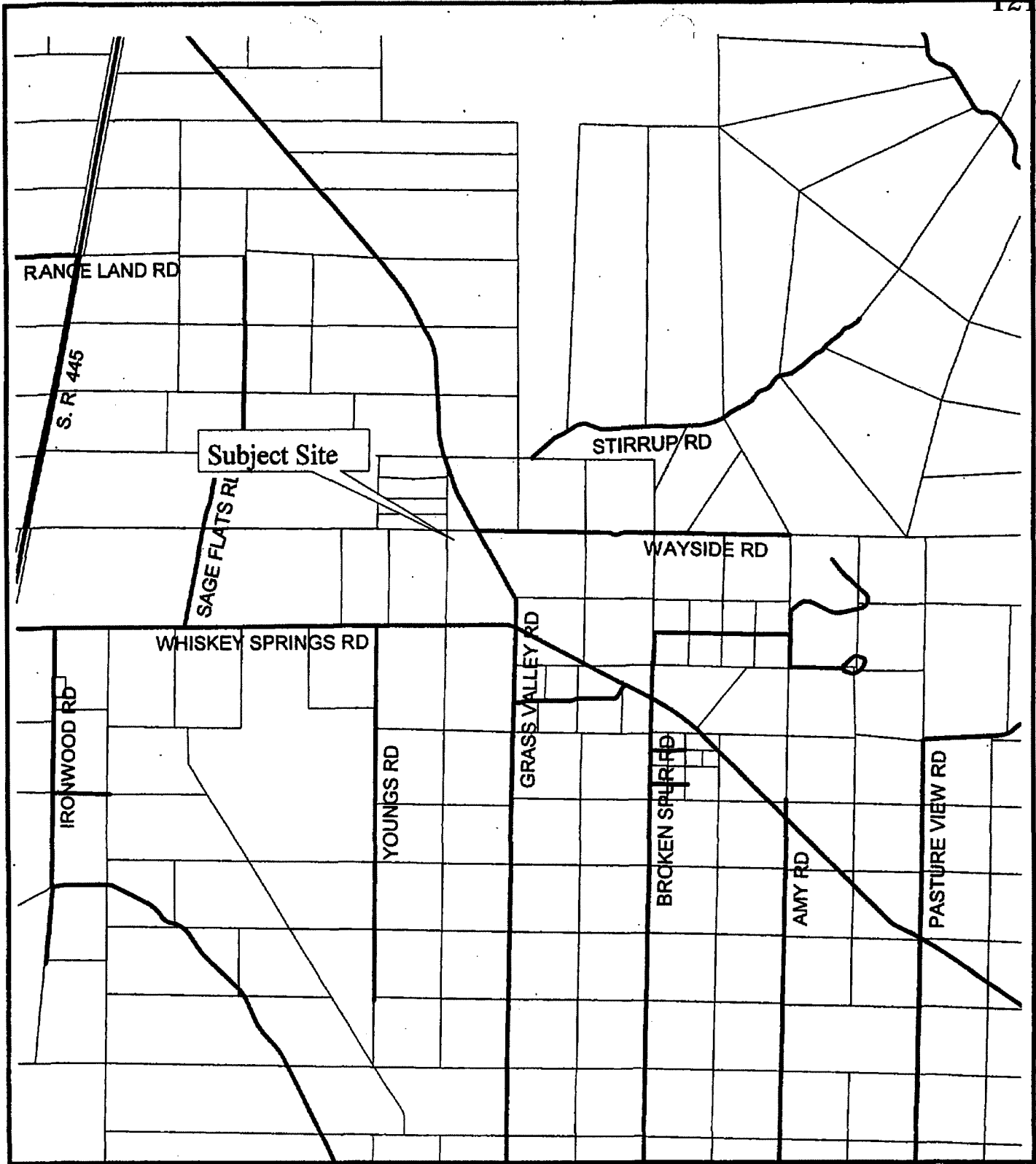
67 parcels selected

Development Agreement Case No. DA03-001
Tom & Lanette Pratt



2000 0 2000 4000 Feet





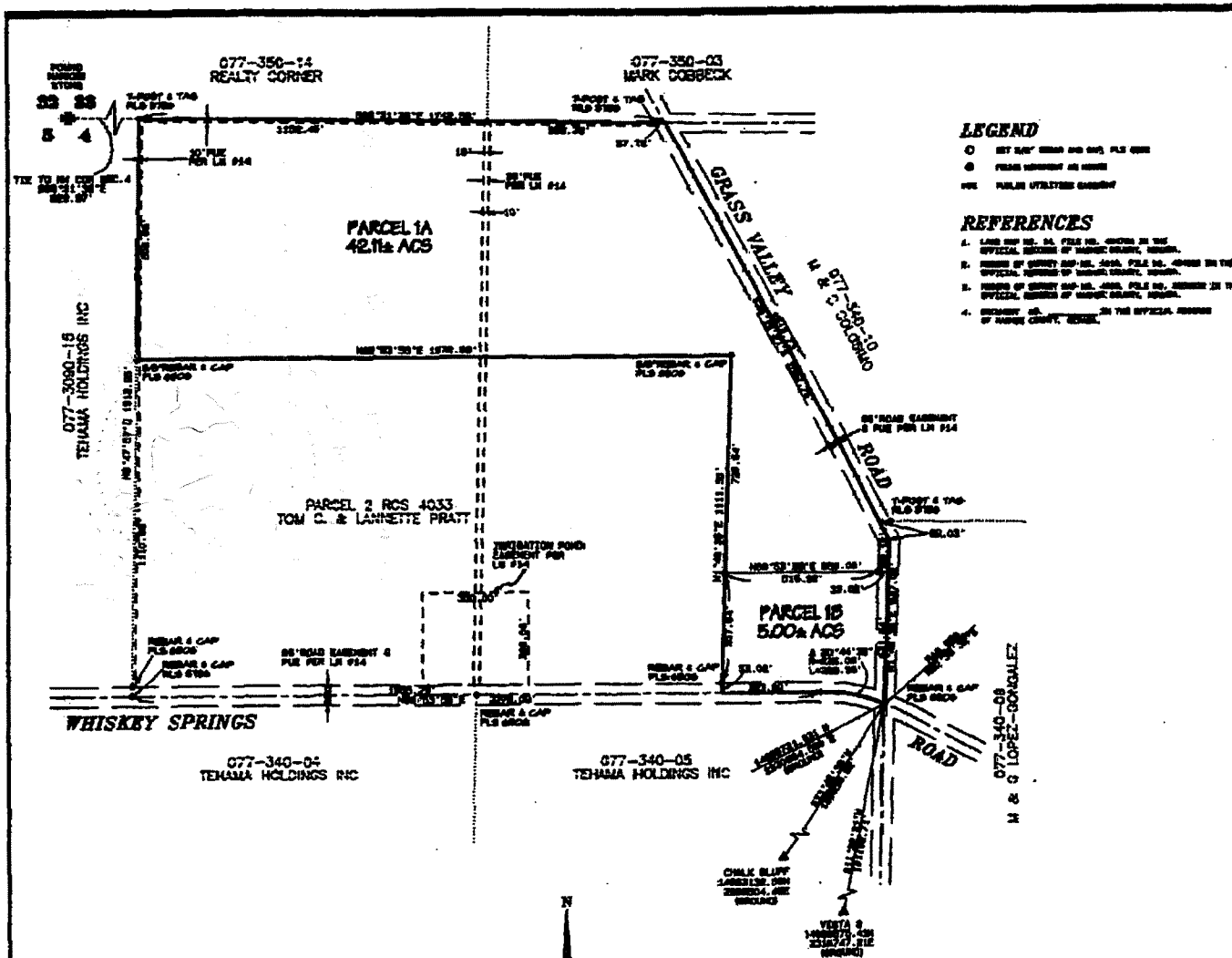
Vicinity Map

Parcel Map Case No. PM02-011
 Tom C. & Lannette Pratt



mm/dd/yy





LEGEND

- SET BY SURVEYOR AND NOT P.L.S. MARK
- FIELD MARKING AS SHOWN
- FIELD UTILITIES SHOWN

REFERENCES

1. LAND SURV. DIST. FILE NO. 0078 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
2. RECORD OF SURVEY MAP NO. 4033, FILE NO. 4033 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
3. RECORD OF SURVEY MAP NO. 4033, FILE NO. 4033 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
4. RECORD OF SURV. IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

SURVEYOR'S CERTIFICATE

1. I, THE SURVEYOR, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, HAVE PERSONALLY EXAMINED THE FIELD DATA AND INSTRUMENTS USED IN THE PREPARATION OF THIS SURVEY.
2. I HAVE FOUND THE FIELD DATA TO BE TRUE AND CORRECT AND THE INSTRUMENTS TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF NEVADA.
3. I HAVE FOUND THE SURVEY TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF NEVADA AND THE INSTRUMENTS TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF NEVADA.
4. I HAVE FOUND THE SURVEY TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF NEVADA AND THE INSTRUMENTS TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF NEVADA.
5. I HAVE FOUND THE SURVEY TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF NEVADA AND THE INSTRUMENTS TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF NEVADA.

DATE: _____

OWNER'S CERTIFICATE

I, **TOM C. and LANNETTE PRATT**, the owner of the above described property, hereby certify that the above described property is my own and I have no other interest therein.

TOM C. and LANNETTE PRATT

 DATE: _____

STATE OF NEVADA }
 COUNTY OF WASHOE }

I, THE SURVEYOR, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, HAVE PERSONALLY EXAMINED THE FIELD DATA AND INSTRUMENTS USED IN THE PREPARATION OF THIS SURVEY.

DATE: _____

WASHOE COUNTY AGENCY CERTIFICATE

THIS SURVEY MAP HAS BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF NEVADA.

DATE: _____

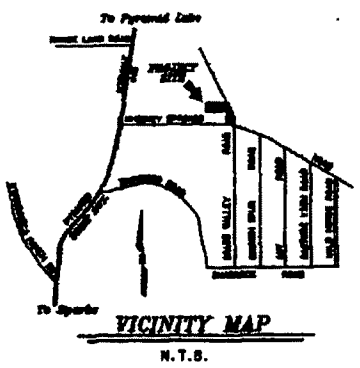
TAX CERTIFICATE

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO TAXES AS SHOWN ON THE TAX MAPS OF WASHOE COUNTY, NEVADA.

DATE: _____

**PORTIONS OF APN'S 077-340-01 & 02
 TOTAL AREA 47.1± ACRES**

<p>RECORD OF SURVEY OF PARCEL MAP NUMBER TOM C. and LANNETTE PRATT PARCEL 1 OF RECORD OF SURVEY MAP NO. 4033 OFFICIAL RECORDS OF THE COUNTY OF WASHOE COUNTY OF WASHOE, NEVADA</p>		<p>FILE NO. _____ FILED FOR RECORD AT THE COUNTY RECORDER'S OFFICE ON THIS _____ DAY OF _____ AT _____ PART _____ O'CLOCK _____ OFFICIAL RECORDS OF COUNTY, NEVADA.</p>
<p>THE STATE SURVEYING, LTD. 1815 E. PRATER HWY SPANISH NEVADA 89434 (775) 338-8484 • FAX: 338-2884</p>		<p>SHEET 1 OF 1</p>



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE MERIDIAN OF GREENWICH, WHICH IS THE BASIS OF BEARING FOR THE OFFICIAL RECORDS OF THE STATE OF NEVADA.

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



WASHOE COUNTY RECORDER

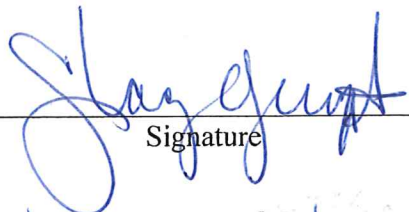
OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

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

LEGIBILITY NOTICE

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

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



Signature

9-20-10

Date

Stacy Gonzales

Printed Name

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 21

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: _____



1215

(for Recorder's use only)

Mail Tax Statement to:

Name: _____

Address: _____

City/State/Zip: _____

Development Agreement
Pratt, Tom and Lannette, Washoe County
(Title of Document) DA03-001

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

Stacy Gonzales
Signature

Deputy Clerk
Title

Stacy Gonzales
Printed Name

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

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

(Additional recording fee applies)

1215

Sharon Kvas

RECEIVED

AUG 28 2003

WASHOE COUNTY
COMMUNITY DEVELOPMENT

DEVELOPMENT AGREEMENT

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BETWEEN

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

AND

TOM C. PRATT and LANNETTE PRATT

16

DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada ("COUNTY") and TOM C. PRATT and LANNETTE PRATT ("OWNERS"). For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. GENERAL

1.1 Legal Authority

Nevada Revised Statutes ("NRS") 278.0201 to 278.0207 and Washoe County Development Code ("WCDC") §§ 110.814.00 to 110.814.45 authorize COUNTY and OWNERS to enter into an agreement for the development of real property. County's Warm Springs Specific Plan ("WSSP") Section 8.1.1 requires that this Agreement be recorded prior to the issuance of any building permits.

1.2 The Project

OWNERS hold a legal or equitable interest in certain real property located in Washoe County, Nevada (the "Property"), a legal description of which is attached as Exhibit "A", and incorporated herein. Development of the Property, subject to the terms of this Agreement, has been authorized by COUNTY under Parcel Map Case No. PM02-011 (the "Parcel Map") which authorized the division of a 47.11 acre parcel into two parcels of 42.11 acres and 5 acres pursuant to WCDC § 110.606.75. The Property is designated Specific Plan (SP) within the WSSP and has a potential land use designation of High Denisty Rural.

1.3 Ordinance

This Agreement shall be approved by ordinance. The Property is to be developed to include uses and development standards consistent with the Washoe County Comprehensive Plan and the WSSP.

1 **1.4 Benefit to OWNERS**

2 OWNERS acknowledge and agree that, prior to entering into this Agreement, they sought
3 appropriate legal advice and counsel, and made a voluntary informed business decision to enter
4 into this Agreement in good faith. OWNERS further acknowledge and agree that substantial
5 benefits will accrue to OWNERS as a result of entering into this Agreement, including
6 entitlements to develop the Property in accordance with this Agreement and the Conditions of
7 Approval under Parcel Map Case No. PM02-011, certainty in particular on-site and offsite
8 improvements and requirements which OWNERS will be responsible for constructing or
9 completing, and certainty in the imposition of land use fees or obligations which may be imposed
10 by COUNTY.

11 **1.5 Benefit to COUNTY**

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

15 **2. SELECTED DEFINITIONS**

16 **2.1 "Agreement"** means this development agreement.

17 **2.2 "Conditions of Approval"** mean all conditions of the Parcel Map, which conditions are
18 incorporated herein.

19 **2.3 "COUNTY"** means Washoe County, a political subdivision of the State of Nevada, and
20 its officers, elected officials, agents, employees, divisions, departments, committees, boards,
21 and commissions.

22 **2.4 CC&Rs** means the declaration of covenants, conditions and restrictions which will be
23 drafted by OWNERS, approved by the COUNTY and recorded against the Property to
24 implement the standards identified in the WSSP-Development Standards Handbook
25 Framework and/or specific development standards adopted with approval of any future
26 project on the Property.

1 2.5 "Development Standards Handbook" means the plans, specifications, details and
2 drawings for the BLM Palomino Valley Fire Station, Project No: AE-NV-052, dated June 12,
3 2003, subject to approval by COUNTY, and also means any handbook required to be
4 submitted for any future project on the Property.

5 2.6 "OWNERS" means those property owners identified above and their successors and
6 assigns.

7 2.7 "Project" means the Parcel Map development as approved by the COUNTY in Case No.
8 PM02-011 and this Agreement, the Palomino Valley Fire Station project, and any future
9 project on the Property.

10 2.8 "The Property" means all the real property described in Exhibit "A".

11 **3. REQUIRED CONTENTS OF AGREEMENT**

12 Pursuant to WCDL § 110.814.20(a), the following matters are included in this Agreement.

13 3.1 Both Parcels 1A and 1B of the Parcel Map are subject to the provisions of this
14 Agreement. See Exhibit "A".

15 3.2 The proposed duration of this Agreement is the period during which the Property will be
16 fully developed. The term of this Agreement shall be fifteen (15) years from the date it is
17 executed by COUNTY.

18 3.3 The Property may be used for any purpose consistent with the provisions of the WCDL,
19 the WSSP and this Agreement. Title to Parcel 1B of the Parcel Map shall be vested in the
20 United States of America, through its Bureau of Land Management ("BLM") for use as a fire
21 station, or other public purpose.

22 3.4 The density and/or intensity of uses shall conform to the provisions of the WCDL and the
23 WSSP. The Property has a potential land use designation of High Density Rural (HDR).

24 3.5 The maximum size and height of all proposed buildings shall conform to all requirements
25 of the WCDL and the WSSP, or as approved for the Project.

26 3.6 OWNERS waive protest of participation in any special assessment district proceedings.

1 Pursuant to WSSP § 8.1.2, the following matters are included in this Agreement.

2 3.7 OWNERS shall pay any fees necessary for the construction of community infrastructure
3 that benefits the WSSP area, and shall be entitled to credit, or refund, of any fees paid for
4 infrastructure which is ultimately not constructed.

5 3.8 OWNERS shall, prior to any further development of Parcel 1A of the Parcel Map, record
6 CC&Rs approved by COUNTY that implement the standards identified in the WSSP
7 Development Standards Handbook Framework and/or specific development standards
8 adopted with approval of specific projects on the Property.

9 3.9 OWNERS shall participate in any future assessment district that provides services,
10 facilities, and or maintenance for the mutual benefit of the WSSP area residents and
11 OWNERS.

12 4. PERMISSIVE CONTENTS OF AGREEMENT

13 Pursuant to WCDL § 110.814.20(b), the following matters are included in this Agreement.

14 4.1 Legal Agreement

15 The substance of covenants, grants or easements, or other restrictions proposed to be
16 imposed upon the use of the Property, including proposed easements or grants for public utilities
17 shall be provided in the CC&Rs and as specified in the Conditions of Approval of the Parcel
18 Map.

19 4.2 Installation and Maintenance

20 A program for the installation and maintenance of parking areas, lighting, landscaping,
21 private drainage facilities (including detention ponds, ditches, storm drains and drop inlets),
22 private streets, utilities, and other infrastructure may be further provided for, in part, in the
23 CC&R's.

24 4.3 Subsequent Actions

25 The approval of this Agreement by COUNTY constitutes a vested right of OWNERS to
26 develop the Property as set forth in this Agreement. Pursuant to WCDL § 110.814.05(b), this

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Agreement does not prevent County in a subsequent action applicable to the 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, except that any subsequent action by COUNTY shall not prevent the development of the Property as set forth in this Agreement. Nothing contained in this subsection 4.3 shall be construed to impair enforcement or compliance with the provisions of WCDC § 110.814.05(c) or (d).

4.4 Subsequent Approvals and Conditions

Tentative maps and final maps for Subdivisions, building permits, variances, parcel maps, boundary line adjustments, special use permits for nonresidential property, and other approvals by COUNTY within the Property ("Subsequent Approvals") shall be required pursuant to WCDC and WSSP requirements in existence at the time this Agreement is made, except as stated otherwise herein. All Subsequent Approvals in conformance with NRS Chapter 278, the WCDC and the WSSP, and in substantial conformance with the provisions of this Agreement shall be approved by the COUNTY as a consent item without public hearing. Any conditions imposed by COUNTY in Subsequent Approvals which pertain to the same subject matter as any Conditions of Approval for the Parcel Map 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 for the Parcel Map 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 for the Parcel Map, or provide more detail and do not conflict with matters addressed by any Conditions of Approval for the Parcel Map, 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 Washoe County Engineer.

1 **4.5 Subsequent Fees**

2 COUNTY fees imposed on applicable development within the Project shall be imposed
3 in the same manner such fees are imposed for other similarly situated development in the
4 COUNTY.

5 **4.6 Fire Protection**

6 OWNER agrees to transfer and dedicate free of charge to BLM Parcel 1B of the Parcel
7 Map for use as a five-acre fire station site. The deed for the fire station site shall restrict use to a
8 fire station and ancillary purposes, or other public purposes and uses. OWNERS and
9 representatives of BLM have entered into discussions regarding the free dedication of the fire
10 station site and other possible needs for fire protection.

11 **5. AMENDMENTS**

12 Amendments to this Agreement shall be defined as changes which are not in substantial
13 compliance with the overall Project character and design. Amendments, if any, shall be approved as
14 provided in NRS 278.0205. Changes hereto which are in substantial compliance with the overall Project
15 character and design may be requested by OWNERS and approved or denied by COUNTY'S Director of
16 Community Development.

17 The Director of Community Development shall also decide whether or not a proposed change is
18 in substantial compliance with the overall Project character or design. OWNERS may appeal an adverse
19 decision by the Director of Community Development under this Section 5 of the Board of County
20 Commissioners by written notice filed with the Director of Community Development, if filed within
21 twenty (20) days of receipt of the notice of the adverse decision.

22 **6. OBLIGATIONS OF OWNERS/ASSIGNMENT**

23 The parties acknowledge that OWNERS may sell or otherwise convey title to portions of
24 Parcel 1A upon satisfaction of all applicable requirements as development may occur. Successors to
25 OWNERS shall acquire rights and assume obligations only to the extent required under this Agreement to
26 develop or use any portion of the Property so acquired. Upon conveyance of any portion of the Property,

1 OWNERS' liability for obligations under this Agreement shall terminate, provided the successor
2 OWNERS assume such obligations. The provisions of this Agreement constitute covenants running with
3 the Property. Notwithstanding the provisions of this Section 6, a successor owner of a single lot created
4 by final map within the Property shall not have any obligation under this Agreement other than for
5 development and use of the lot so owned consistent with this Agreement.

6 **7. MISCELLANEOUS**

7 **7.1 Governing Law; Venue**

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

12 **7.2 Entirety and amendments**

13 This Agreement embodies the entire Agreement between the parties and supersedes all
14 prior agreements and understandings, if any, relating to the Property, and may be amended or
15 supplemented in whole or in part, by mutual consent of the parties as provided in WDCDC §
16 110.814.40. No oral statements or representations made before or after the execution of this
17 Agreement regarding the subject matter of this Agreement are binding on a party, nor may any
18 such oral statements or representations be relied on by a party.

19 **7.3 Invalid Provisions**

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

26 **7.4 Parties Bound and Assignment**

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

6 **7.5 Further Acts**

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

10 **7.6 Headings**

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

13 **7.7 Attorneys' Fees**

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

16 **7.8 Notice**

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

21 **COUNTY**

22 Director, Department of Community Development
23 P.O. Box 11130
24 Reno, NV 89520
25 Telephone: (775) 328-6100
26 Facsimile: (775) 328-3648

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With a copy to:

Assistant District Attorney, Civil Division
P.O. Box 30083
Reno, NV 89520
Telephone: (775) 337-5700
Facsimile: (775) 337-5732

OWNERS:

Tom C. Pratt
Lannette Pratt
6105 Whisky Springs Road
Reno, NV 89510
Telephone: (775) 358-9112
Facsimile: (775) 358-9116

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 tot his Agreement shall be deemed given upon delivery.

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

OWNERS 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 COUNTY arising out of actions by, or the negligence of OWNER, its officers, agents or employees, arising out of OWNERS' obligations specified herein, excepting only liability arising out of gross negligence or intentional wrong doing by COUNTY, its officers, agents, or employees.

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7.11 Recordation

This Agreements shall be recorded in order to comply with WCDC § 110.814.45(a).

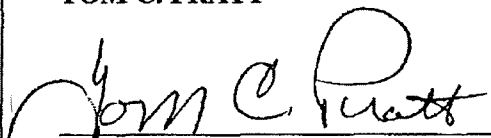
IN WITNESS WHEREOF, the parties have executed this Agreement.

OWNERS:

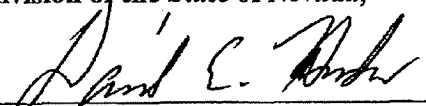
COUNTY

TOM C. PRATT

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



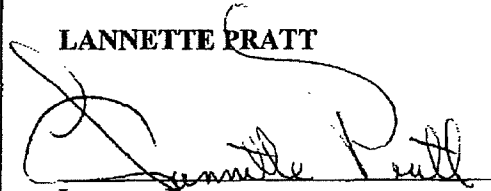
Tom C. Pratt

By 

David E. Humke, Chairman
Board of County Commissioners

Dated: August 26, 2003

LANNETTE PRATT



Lannette Pratt

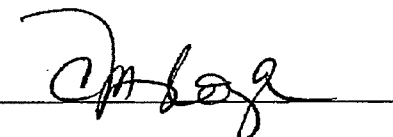
ATTEST: 

Amy Harvey, County Clerk




STATE OF NEVADA)
): ss.
COUNTY OF WASHOE)

On this 15th day of August, 2003, personally appeared before me, a Notary Public, Tom C. Pratt and Lannette Pratt who acknowledged to me that they executed the foregoing instrument.



NOTARY PUBLIC


C. MENDOZA
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 98-5995-2 - Expires October 31, 2004



**Washoe County
Department of
Community
Development**

1001 E. Ninth St., Bldg. A
Post Office Box 11130
Reno, NV 89520-0027
Tel: 775-328-3600
Fax: 775-328-3648

MEMORANDUM

TO: Board of County Commission

FROM: Washoe County Department of Community Development

RE: Review and Potential Execution of a Development Agreement for Development Agreement Case No. DA03-001 (Tom C. and Lannette Pratt) and Potential Introduction and First Reading of the Ordinance Adopting Said Development Agreement and Subsequent Second Reading of the Ordinance

DATE: August 15, 2003

GENERAL INFORMATION SUMMARY

Applicant: Tom C. and Lannette Pratt

Requested Action: To review the Tom C. and Lannette Pratt Development Agreement, as defined in Article 110.814 of the Washoe County Development Code, and as required by the Warm Springs Specific Plan and, if approved, to introduce and conduct the first reading of the ordinance adopting the Development Agreement. The Development Agreement would facilitate the development of a 5.0 acre lot and a remaining 42.11 acre lot as approved by Parcel Map Case No. PM02-011. Title to Parcel 1B of the Parcel Map is proposed to be vested in the United States Department of the Interior, through its Bureau of Land Management (BLM), for use as a fire station, or other public purpose. The property is located at the northwest corner of the intersection of Whiskey Springs Road and Grass Valley Road, east of Pyramid Lake Highway (SR 445). The property is designated Specific Plan (SP) within the Warm Springs Area Plan and has potential zoning of High Density Rural (HDR) in the Warm Springs Specific Plan. The property is within the NW/4 of Section 4, T22N, R21E, Washoe County, Nevada. The property is within the area reviewed by the Warm Springs Citizens Advisory Board and is in Washoe County Commission District No. 4. (APN: 077-340-75)

The Department of Community Development recommends adoption of the Development Agreement as submitted. Further, staff recommends the Board introduce and conduct the first reading for the ordinance adopting the Development Agreement. The following findings are provided and recommended for the Board in the approval of the Development Agreement:

1. That the Development Agreement is in the best interests of Washoe County in that it ensures that the developer shall fund a portion of the required

Adrian P. Freund,
AICP, Director



**COMMUNITY
DEVELOPMENT**

*Washoe County ... Where Quality Is At Home
"Dedicated to Excellence in Public Service"*

Board of County Commissioners
RE: DC03-001 (Tom Pratt)
August 15, 2003 - Page 2

infrastructure for the Warm Springs Specific Plan area and further, provides a site for the use of the Bureau of Land Management for a fire station, or other public purpose;

2. That the Development Agreement promotes the public interest and welfare by complying with the Warm Springs Specific Plan adopted by Washoe County;
3. That there are no requested departures from the Washoe County Development Code; and
4. That the Development Agreement has sufficient terms and conditions intended to protect the interests of the public, residents and owners of the land subject to the Development Agreement in the integrity of the plan.

COUNTY COMMISSION OPTIONS

The Washoe County Board of County Commissioners has the following options with the resultant consequences available on the review of Development Agreement Case No. DA03-001 for Tom C. and Lannette Pratt:

- Approve the Development Agreement as requested and introduce and conduct the first reading of the ordinance adopting the Development Agreement. Direct staff to place the second reading and public hearing on the item on the appropriate agenda. The applicant will be able to transfer the title of Parcel 1B to the Bureau of Land Management for the development and construction of a BLM fire station or other public purpose.
- Approve the Development Agreement subject to specified conditions not included in the agreement as submitted.
- Deny the request based upon findings sufficient to support a denial. A building permit could not be issued on Parcel 1B to facilitate the BLM fire station.
- If approved, introduce an ordinance adopting the Development Agreement.

BACKGROUND AND ANALYSIS

The Warm Springs Specific Plan, a part of the Warm Springs Area Plan, was adopted by the Board of County Commissioners on September 22, 1992 and subsequently amended on March 7, 1995.

The applicant's property is contained within the Warm Springs Specific Plan. The applicant applied for a parcel map to partition a 5-acre parcel from the larger +47 acre parcel for transfer to the Bureau of Land Management (BLM) on April 4, 2002. The

Board of County Commissioners
RE: DC03-001 (Tom Pratt)
August 15, 2003 - Page 3

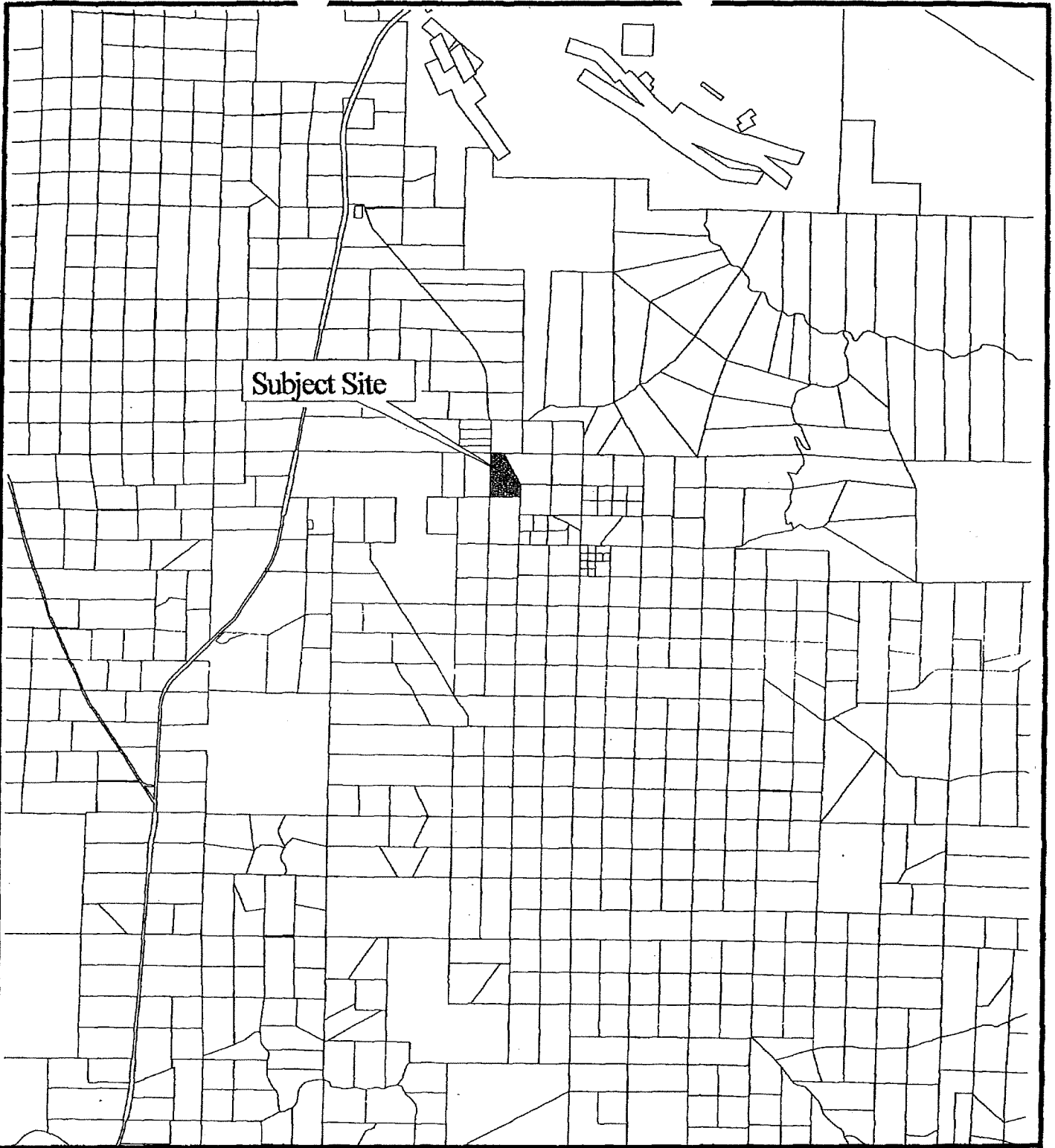
request was heard by the Parcel Map Review Committee and approved at its regular meeting of August 2, 2002 with twelve conditions. Condition 12 required the recordation of a Development Agreement pursuant to the Warm Springs Specific Plan.

APPLICABLE REGULATIONS

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110.

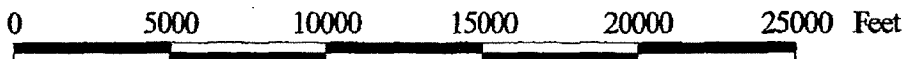
Attachments: Proposed Development Agreement between County of Washoe and Tom C. Pratt and Lannette Pratt; Proposed Ordinance; Parcel Map Review Committee Action Order dated August 7, 2002; Site Map; Parcel Map

xc: Tom C. and Lannette Pratt; P. O. Box 50459, Sparks, NV 89435; George G. Lindesmith, PLS, Tri State Surveying, 1925 East Prater Way, Sparks, NV 89434; Adrian P. Freund, AICP, Director, Department of Community Development.



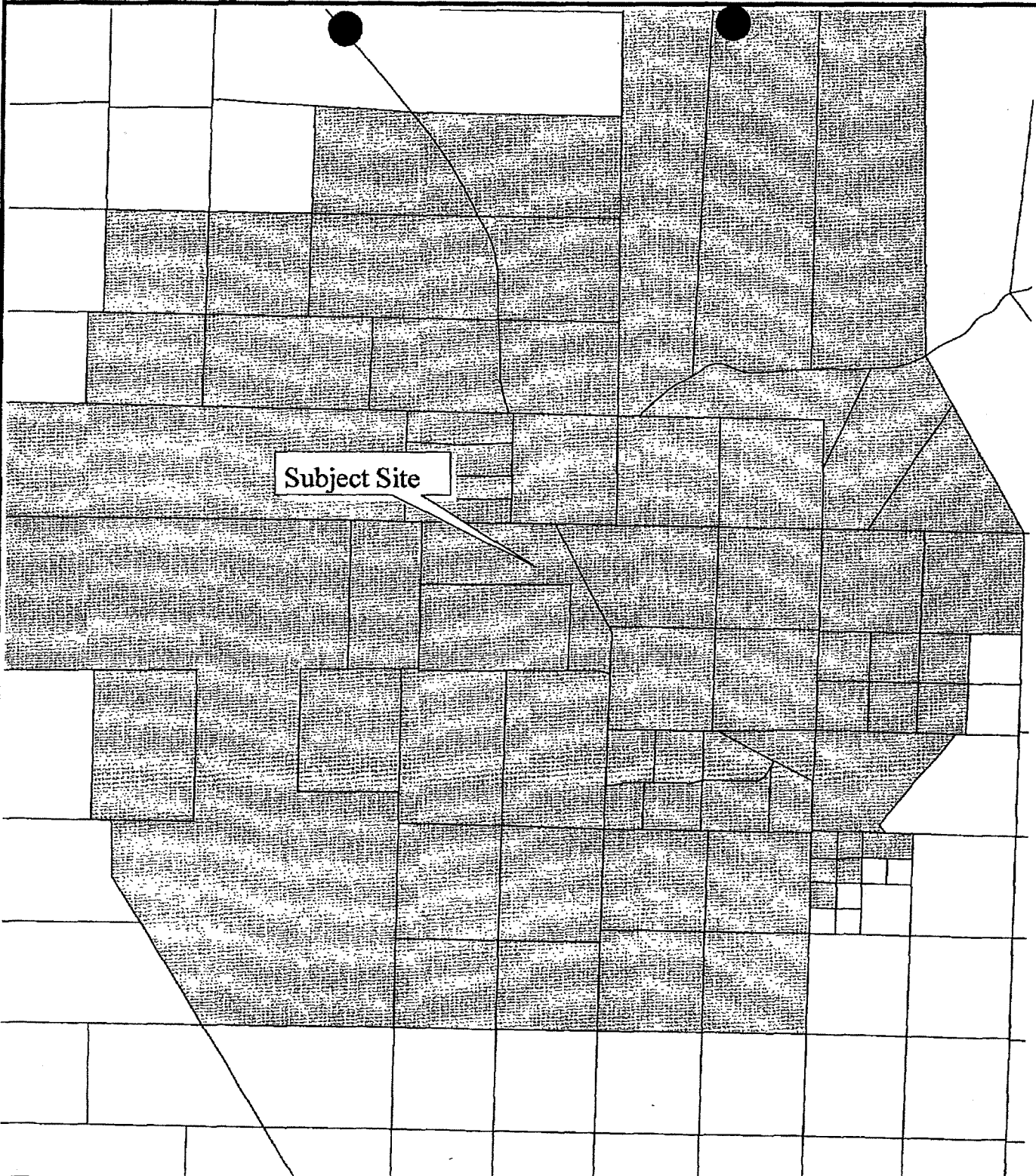
Vicinity Map

Parcel Map Case No. PM02-011
for Pratt



07/25/02





Mailing Label Map

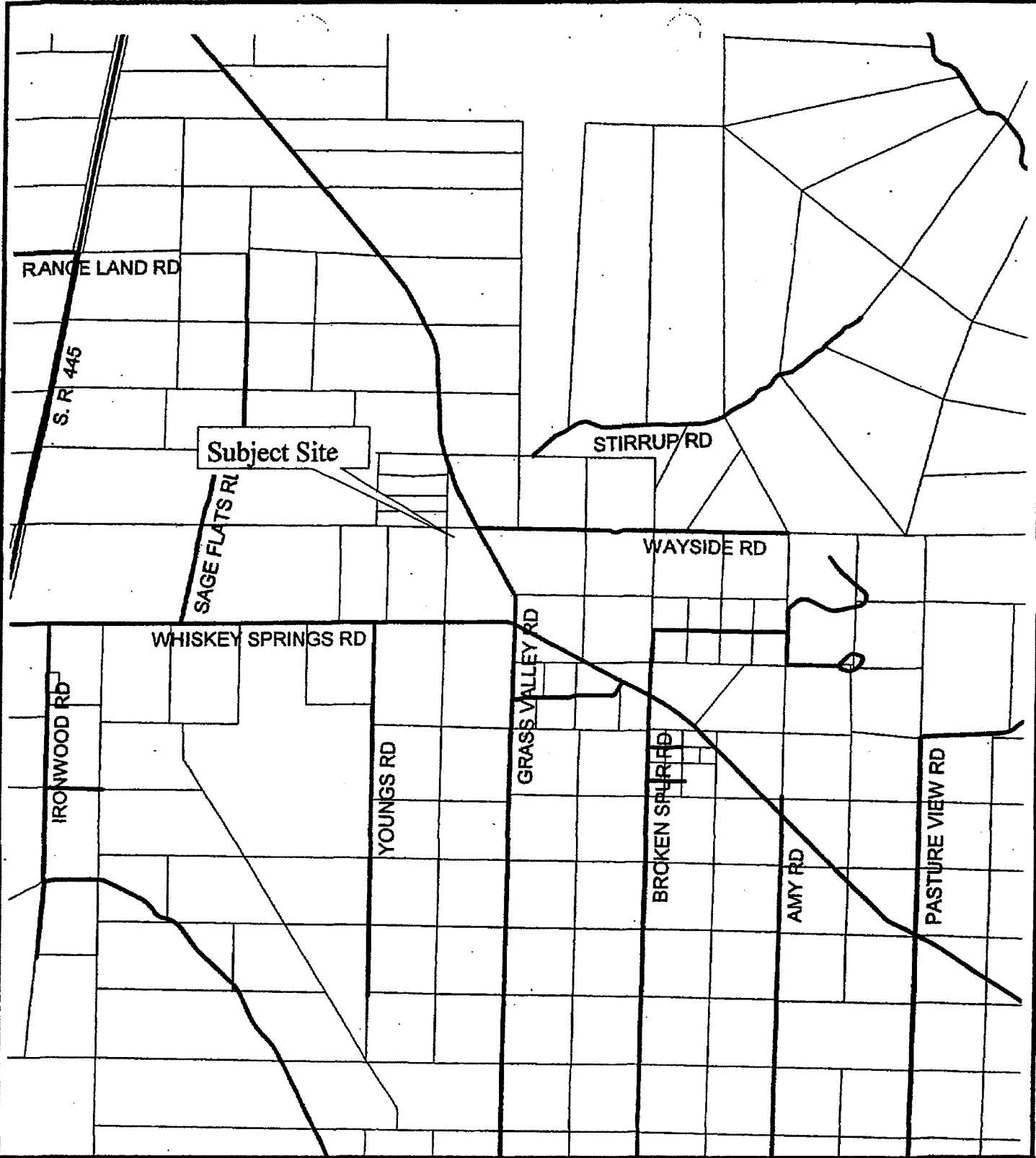
67 parcels selected

Development Agreement Case No. DA03-001
Tom & Lanette Pratt



2000 0 2000 4000 Feet





Vicinity Map

Parcel Map Case No. PM02-011
 Tom C. & Lannette Pratt



mm/dd/yy

**WASHOE COUNTY
CERTIFICATION OF PUBLIC RECORDS FORM
(Pursuant to Nevada Revised Statute 239.030)**



This form should be completed upon request of any person seeking copies of a public record and provided at no charge unless a fee is otherwise provided for in state law.

I hereby certify that the public record(s) listed below provided to

Washoe County Recorder are a full, true, correct copy of the record on file
in the office of Community Development, on this
September 27th day of 2010.

Records provided:

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

*County of Washoe
State of Nevada*

Signed: *Dan Croarkin* *Karin Kremers*

Title: *OFFICE ASSISTANT I*

Date: *9-27-2010*

 **KARIN KREMERS**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-1820-2 - Expires July 30, 2013



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