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Customer Acct# **349008**
PO# **ORD 1334**
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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: **06/29/2007 - 07/06/2007**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed: *Chris Lee*

Tana Ciccotti
TANA CICCOTTI
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-75259-2 - Expires May 16, 2010

JUL 06 2007

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1334 NOTICE IS HEREBY GIVEN THAT: Bill No. 1514 Ordinance No. 1334 entitled: AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA07-001 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM05-017 AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION. 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 that such Ordinance was proposed on June 12, 2007, and passed and adopted at a regular meeting of the Washoe County Board of County Commissioners on June 26, 2007, by the following vote of the Board of County Commissioners: Those Voting Aye: Jim Galloway Bonnie Weber Pete Sferrazza Robert M. Larkin David Humke Those Voting Nay: None Those Absent: None This ordinance shall be in full force and effect from and after July 6, 2007, 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. 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, and can be found on the County Clerk's web-site, www.washoecounty.us/clerks. Dated this 27th day of June 2007. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 445666 June 29, July 6, 2007

SUMMARY: An ordinance approving Development Agreement Case No. DA07-001 which will extend the approval of Tentative Subdivision Map Case No. TM05-017 for Eagle Canyon V, as previously approved by the Planning Commission until February 24, 2010.

BILL NO. 1514

ORDINANCE NO. 1334

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA07-001 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM05-017 FOR EAGLE CANYON V AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION.

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

SECTION 1.

The Development Agreement for Tentative Subdivision Map Case No. TM05-017 for Eagle Canyon V is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 12th day of June, 2007.

Proposed by Commissioner GALLOWAY.

Passed on the 26th day of June, 2007.

Vote:

Ayes: LARKIN, WEBER, HUMKE, GALLOWAY, SFERRAZZA

Nays: 0

Absent: 0

Robert M Larkin

Robert M. Larkin, Chairman
Washoe County Commission

ATTEST:

Amy Harvey
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 6th day of July, 2007.

DOC # 3924762

09/22/2010 08:19:20 AM

Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 10



(for Recorder's use only)

APN# _____

Recording Requested by:

Name: Washoe County Clerk

Address: _____

City/State/Zip: _____

When Recorded Mail to:

Name: Washoe County Clerks office

Address: _____

City/State/Zip: _____

Mail Tax Statement to:

Name: _____

Address: _____

City/State/Zip: _____

Ordinance No. 1334
(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

Stacy Gonzalez
Signature

Deputy clerk
Title

Stacy Gonzalez
Printed Name

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

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

(Additional recording fee applies)

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BILL NO. 1514

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Vote:

Ayes: LARKIN, WEBER, HUMKE, GALLOWAY, Sferrazza

Nays: 0

Absent: 0

Robert M Larkin

Robert M. Larkin, Chairman
Washoe County Commission



Amy Harvey
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 6th day of July, 2007.

APN# NA

DOC # 3566291

08/16/2007 04:28:09 PM
Requested By
WASHOE COUNTY PLANNING
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 8

Recording Requested by:

Name: Washoe County Community Development
Address: 1001 E. N. VAN ST.
City/State/Zip: RENO, NV 89500



When Recorded Mail to:

Name: Same as above
Address: _____
City/State/Zip: _____

(for Recorder's use only)

Mail Tax Statement to:

Name: _____
Address: _____
City/State/Zip: _____

RECEIVED

SEP - 4 2007

WASHOE COUNTY
COMMUNITY DEVELOPMENT

AGREEMENT
(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

Signature

Title

Printed Name

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

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

(Additional recording fee applies)

AGREEMENT

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

1. GENERAL.

1.1 Property. Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Numbers 089-160-53 and 532-020-01 consisting of 81.86 acres in Spanish Springs Valley (the "Property") as more particularly described in Exhibit "A", attached hereto, which is subject to County's Spanish Springs Area Plan ("SSAP").

1.2. Tentative Map. The Property has a County land use designation of Medium Density Suburban ("MDS"), which allows a density of three single family dwellings per acre. On February 24, 2006 County issued its Action Order approving a tentative map application of Landowner known as Tentative Subdivision Map Case File No. TM05-017 (Eagle Canyon V Subdivision) (the "Tentative Map"). The development of the Property must be conducted pursuant to the provisions of the Tentative Map and the Washoe County Development Code (the "Code").

1.3 Final Map Requirement. Pursuant to NRS 278.360(1), unless the parties have entered into an agreement concerning the development of land authorized by NRS 278.0201, Landowner must cause its first final map (the "Final Map") to be recorded prior to the expiration of two (2) years after approval of the Tentative Map, which is February 24, 2008.

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

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

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

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

B. the duration of this Agreement commences upon execution hereof by the last party and expires on February 24, 2009, unless extended pursuant to the provisions of Subsection 2.4 below; and

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

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

2.3 Extension Of Time To Record Final Map. The parties hereby agree that the maximum limit of the time for Landowner record the Final Map shall be extended for one (1) year, from February 24, 2008 to February 24, 2009.

2.4 Further Extension. In the event that the Update is not finally approved by the County and the Washoe County Regional Planning Agency on or before April 1, 2008, then the duration of this Agreement as stated in Subsection 2.1.B, and the extension to record the Final Map, as stated in Subsection 2.3 shall be further extended to the earlier to occur of: February 24, 2010; or one (1) year after said final approval of the Update.

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

3. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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


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

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

LANDOWNER:


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

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


By: 
JESSE HAW, President
Date: 2-29-07

COUNTY:

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

By: 
ROBERT LARKIN, Chairman
Date: 6/12/07

ATTEST:


AMY HARVEY, County Clerk



**Legal Description
Eagle Canyon V**

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

A parcel of land situate within Sections 22, 23, 26, and 27, Township 21 North, Range 20 East, M.D.B.&M., Washoe County, Nevada, being a portions of Parcel 2 of Parcel Map 2627 and Parcel 4A of Survey Map 4543, as shown on the plats thereof, recorded August 26, 1992, and March 31, 2005, as Documents No. 1599945 and 3191105, respectively, Official Records of Washoe County, Nevada; more particularly described as follows:

Beginning at the east terminus of the south line of Nightingale Way as shown on the plat of Eagle Canyon Subdivision – Unit 2, recorded September 5, 1997, as Tract Map 3444, Document No. 2132679, Official Records of Washoe County, Nevada;

thence along the easterly boundary of said Eagle Canyon Subdivision – Unit 2, and the easterly boundaries of Eagle Canyon Subdivision – Unit 3, Eagle Canyon II - Units 1 and 2, and Eagle Canyon III - Unit 1A, as shown on the plats thereof, recorded March 24, 1998, July 17, 2001, November 30, 2001, and February 12, 2002, as Tract Maps 3510, 3986, 4023, and 4051, Documents No. 2191687, 2575401, 2623597, and 2651511, respectively, Official Records of Washoe County, Nevada; the following twenty-two (22) courses and distances:

N 01°27'34" E, 42.00 feet;

N 10°00'30" E, 435.07 feet;

N 75°49'01" W, 75.32 feet;

on the arc of a non-tangent 1329.00 foot radius curve to the right from a tangent bearing

N 14°10'59" E through a central angle of 11°18'51" a distance of 262.44 feet;

N 25°29'50" E, 96.87 feet;

S 67°05'50" E, 22.80 feet;

N 22°54'10" E, 52.00 feet;

N 21°38'06" E, 271.94 feet;

N 24°02'42" E, 176.44 feet;

N 26°25'57" E, 171.89 feet;

N 30°38'11" E, 187.97 feet;

N 27°07'59" E, 254.53 feet;

N 11°33'35" E, 309.56 feet;

N 06°27'23" E, 50.36 feet;

N 01°27'34" E, 1052.25 feet;

S 88°32'26" E, 155.00 feet;

S 01°27'34" W, 7.39 feet;

S 88°32'26" E, 177.00 feet;

N 01°27'34" E, 488.89 feet;

S 87°56'04" E, 23.94 feet;

N 02°03'56" E, 42.00 feet;

N 09°28'08" E, 114.63 feet;

thence N 90°00'00" E, 127.35 feet;

thence S 15°18'34" W, 119.23 feet;

thence N 90°00'00" E, 93.31 feet;



thence N 15°18'34" E, 119.23 feet;
 thence N 90°00'00" E, 348.67 feet;
 thence N 00°00'00" W, 80.00 feet;
 thence N 90°00'00" E, 150.00 feet;
 thence N 00°00'00" W, 27.36 feet;
 thence along the arc of a 20.00 foot radius curve to the left through a central angle of 70°30'56" a distance of 24.61 feet to a point of reverse curvature;
 thence along the arc of a 55.00 foot radius curve to the right through a central angle of 177°24'36" a distance of 170.30 feet;
 thence N 00°00'00" W, 66.29 feet;
 thence N 81°06'36" E, 669.56 feet;
 thence along the arc of a non-tangent 681.00 foot radius curve to the left from a tangent bearing S 08°44'53" E through a central angle of 22°39'11" a distance of 269.25 feet;
 thence S 31°24'05" E, 105.00 feet;
 thence along the arc of a 629.00 foot radius curve to the right through a central angle of 31°57'42" a distance of 350.88 feet;
 thence S 88°46'56" W, 149.91 feet;
 thence S 11°26'19" W, 871.24 feet;
 thence S 00°00'00" W, 484.71 feet;
 thence N 88°43'40" W, 1414.50 feet;
 thence S 00°36'09" W, 27.23 feet;
 thence along the arc of a 1990.00 foot radius curve to the right through a central angle of 18°45'31" a distance of 651.53 feet;
 thence S 19°21'40" W, 673.60 feet;
 thence S 19°20'45" W, 150.25 feet;
 thence S 15°46'24" W, 84.18 feet;
 thence S 10°46'24" W, 185.79 feet;
 thence S 02°22'13" W, 750.66 feet;
 thence N 87°37'47" W, 150.00 feet;
 thence S 02°22'13" W, 17.71 feet;
 thence N 88°32'26" W, 402.64 feet;
 thence N 01°27'34" E, 192.69 feet to the point of beginning.
 Containing 93.34 acres, more or less

Basis of bearings is the Nevada State Plane Coordinate System, West Zone Grid, NAD83/94.



C and M Engineering
 9498 Double R Blvd., Suite B
 Reno, Nevada 89521

12/12/05

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.

1334



WASHOE COUNTY RECORDER

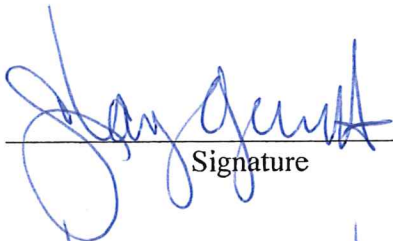
OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

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