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Publishers of

Reno Gazette-Journal

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STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper 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: **05/16/2008 - 05/23/2008**, for exact publication dates please see last line of Proof of Publication below.

Signed: *Debra Dilcanud*

MAY 23 2008

Subscribed and sworn to before me
LINDA ANDERSON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 08-5430-2 - Expires January 15, 2012

Linda Anderson

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1367 NOTICE IS HEREBY GIVEN THAT: Bill No. 1543, Ordinance No.1367 entitled: An Ordinance pursuant to Nevada Revised Statutes 278.0201through 278.0207 approving Development Agreement Case No.DA08-005 for Tentative Subdivision Map Case No. TM06-004 for Terrasante Subdivision, as previously approved by the WashoeCounty Planning Commission. (Bill No. 1543). PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled Ordinance are available for public inspection and distribution at the office of the County Clerk of Washoe County, at her office in the County Courthouse in Reno, Nevada, 75 Court Street, Reno, Washoe County, Nevada; and can be found on the County Clerk's website, www.washoecounty.us/clerks. Such Ordinance was proposed on April 08, 2008 and passed and adopted at a regular meeting of the Washoe County Board of County Commissioners on April 22, 2008, by the following vote of the Board of County Commissioners: Those Voting Aye: Jim Galloway Bonnie Weber Robert M. Larkin Those Voting Nay: None Those Absent: Kitty Jung David Humke This ordinance shall be in full force and effect from and after May 23, 2008, i.e., the date of the second publication of such ordinance by its title only. IN WITNESS WHEREOF,

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The Board of County Commissioners of Washoe County, Nevada, has caused this ordinance to be published by title only. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No 558888 May 16, 23, 2008

SUMMARY: An ordinance approving Development Agreement Case No. DA08-005 which will extend the approval of Tentative Subdivision Map Case No. TM06-004 for Terrasante Subdivision, as previously approved by the Planning Commission until June 6, 2009.

BILL NO. 1543

ORDINANCE NO. 1367

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA08-005 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM06-004 FOR TERRASANTE SUBDIVISION 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. TM06-004 for Terrasante Subdivision is attached and is an acceptable document with which to extend the expiration date of said map.

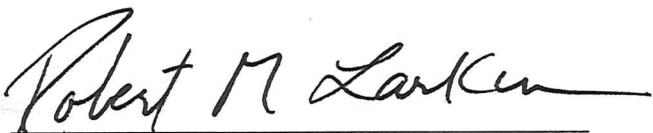
Proposed on the 22nd day of April, 2008.
Proposed by Commissioner Humke.
Passed on the 13th day of May, 2008.

Vote:

Ayes: Galloway, Weber, Larkin

Nays: NONE

Absent: Humke, Jung



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 23rd day of May, 2008.

DOC # 3923918

09/20/2010 11:08:27 AM

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



(for Recorder's use only)

APN# _____

Recording Requested by:

Name: Washoe County Clerk

Address: _____

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. 1367

(Title of Document)

Please complete Affirmation Statement below:

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

-OR-

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

(State specific law)

Jaime Dellera
Signature

Deputy Clerk
Title

JAIME Dellera
Printed Name

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

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

(Additional recording fee applies)

1367

SUMMARY: An ordinance approving Development Agreement Case No. DA08-005 which will extend the approval of Tentative Subdivision Map Case No. TM06-004 for Terrasante Subdivision, as previously approved by the Planning Commission until June 6, 2009.

BILL NO. 1543

ORDINANCE NO. 1367

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

SECTION 1.

The Development Agreement for Tentative Subdivision Map Case No. TM06-004 for Terrasante Subdivision is attached and is an acceptable document with which to extend the expiration date of said map.

Proposed on the 22nd day of April, 2008.

Proposed by Commissioner Humke.

Passed on the 13th day of May, 2008.

Vote:

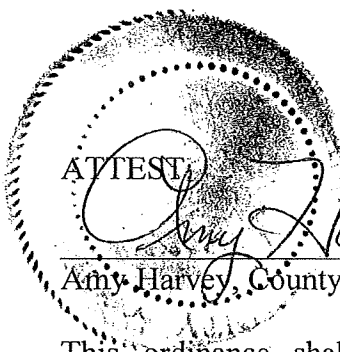
Ayes: Galloway, Weber, Larkin

Nays: none

Absent: Humke, Jung

Robert M Larkin

Robert M. Larkin, Chairman
Washoe County Commission



ATTEST

Amy Harvey
Amy Harvey, County Clerk

This ordinance shall be in force and effect from and after the 23rd day of May, 2008.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made by and between REYNEN & BARDIS (CALLAMONT), LLC, a Nevada limited liability company ("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 known as the Terrasante Subdivision located in Washoe County, Nevada which are Assessor's Parcel Numbers 148-130-04; 047-141-03, 047-141-06, 047-141-07, 047-141-11 and 047-141-12, located 1.7 miles south of Mt. Rose Highway on the Callahan Ranch Road (the "Property"), as more particularly described in Exhibit "A", attached hereto. The Property consists of approximately 395 acres located within the Reynen & Bardis Specific Plan.

1.2 Tentative Map. The Reynen & Bardis Specific Plan allows a maximum of 210 lots with the average lot size of .93 acre. The overall density will not exceed +/- .53 dwelling units per acre. On June 6, 2006, County issued its Action Order approving a tentative map application of Landowner known as Tentative Subdivision Map Case File No. TM06-004 (Terrasante Subdivision) (the "Tentative Map"). The development of the Property must be conducted pursuant to the provisions of the Tentative Map, the Reynen & Bardis Specific Plan 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 June 6, 2008.

1.4 Circumstances Requiring Extension of Time to File Map.

1.4.1 Agreements as to Water Infrastructure. Under the provisions of the Reynen & Bardis Specific Plan, the Landowner was responsible for the design and construction of water facilities including a water storage tank, well production improvements for two (2) municipal wells, and water transmission lines ("Water Facilities"). A few months ago, the Montreux Development Group indicated its desire to utilize the Water Facilities in order to provide water service to Montreux Unit 5 South. The Water Facilities were originally designed only for the Terrasante Project and the use by Montreux Development Group for its project had not been contemplated by either party. To meet this challenge, Landowner must redesign its improvement plans for some of the Water Facilities. Landowner is in the process of developing a Cost Sharing Agreement with the Montreux Development Group, concerning the Water Facilities. This process is continuing and includes the approval of the revised infrastructure from the Washoe County Department of Water Resources. Because of Montreux Development Group's desire to construct some of the water improvements upon Landowner's Property and obtain reimbursement from Landowner for its portion of the costs, the coordinated planning requires (i) substantial revisions to the improvement plans, (ii) approvals from the County Department of Water Resources, and (iii) the approvals from the Landowner's construction lender of improvement plan changes and new easements for the project, all of which delays the preparation of revised improvement plans and Landowner's Final Map.

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These are extraordinary and unforeseeable circumstances requiring that an extension of time be granted to Landowner to file the Final Map.

1.4.2 Open Space Dedication. As part of the Project, Landowner will dedicate substantial open space to Washoe County. It is in the public interest to obtain the open space which could not occur if the Final Map requirement is not extended.

1.4.3 Major Work and Plans Completed By Landowner. Landowner has already accomplished major offsite and site improvement work for the Terrasante Project required as part of the conditions of approval in addition to the preparation of site improvement plans for the Terrasante Project including the following:

1.4.4 A water storage tank is substantially complete and is a significant cost.

1.4.5 A box culvert has been installed on Eagle Creek.

1.4.6 Required removal of trees for the first phase of the development has been accomplished.

1.4.7 Construction of a path connecting the Project to the sidewalk adjacent to Mt. Rose Estates Subdivision is 90% complete and substantial work on storm drains in conjunction with path construction has been done.

1.4.8 Civil Improvement drawings and the Final Subdivision Map for the First Phase have been submitted for plan check review, but the civil improvement drawings will need to be amended as a result of the changes to the Water Facilities and the necessity to build more of the water improvements at an earlier time to serve Montreux Unit 5 South.

1.4.9 Plans and design for a required sewer lift station are also being reviewed by the County.

These efforts and costs are substantial and the Landowner is proceeding to complete the remaining plans, agreements and other necessary required improvements.

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:

2.1.1 the land which is subject to this Agreement is the Property;

2.1.2 the duration of this Agreement commences upon execution hereof by the last party and expires on June 6, 2009, unless extended pursuant to the provisions of Section 2.4; and

2.1.3 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, the Reynen & Bardis Specific Plan and the Code.

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2.2 Public Improvements. Terms and conditions relating to construction and financing of necessary improvements and facilities are contained in the Tentative Map and the Reynen & Bardis Specific Plan.

2.3 Extension Of Time To Record Final Map. The parties hereby agree that the maximum limit of the time for Landowner to record the Final Map shall be extended for one year, from June 6, 2008, to June 6, 2009 subject to Section 2.4.

2.4 Further Extension. Landowner acknowledges that a development agreement, a stated purpose of which is to extend the time for recording a final subdivision map, may be used only once with respect to the Tentative Map. Notwithstanding Section 2.3 above, upon sixty (60) days written request from Landowner, the Director of the Department of Community Development of Washoe County may, in his sole discretion, grant an additional one (1) year extension of time to file the Final Map, from June 6, 2009, to June 6, 2010. Landowner knowingly and voluntarily waives any right it may have to extend any deadline to record any other map under the Tentative Map by a development agreement.

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

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

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

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.

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.

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

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

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

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[Signature page to Development Agreement]

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

LANDOWNER:

REYNEN & BARDIS (CALLAMONT),
LLC, a Nevada limited liability company

By: _____
JOHN REYNEN, Manager

Date: _____

COUNTY:

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

By: Robert M Larkin
ROBERT LARKIN, Chairman

Date: 5/13/08

ATTEST:

Amy Harvey
AMY HARVEY, County Clerk

State of Nevada)
)
County of Washoe)

This instrument was acknowledged before me on _____, 2008, by John Reynen,
Manager of Reynen & Bardis (Callamont), LLC.

Notary Public
My commission expires: _____

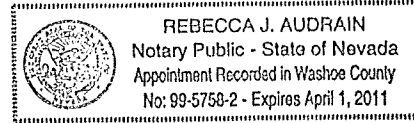
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State of Nevada)
)
County of Washoe)

This instrument was acknowledged before me on May 13th, 2008, by Robert Larkin,
Chairman of Washoe County, Board of Washoe County Commissioners.

Rebecca J. Audrain
Notary Public
My commission expires: 4/1/11



000944

Exhibit "A"
Legal Description

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

PROPERTY 1:

Lot A-2 of GALENA CANYON SUBDIVISION – UNIT 2B, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 7, 2004, as File No. 3018803, Official Records.

PROPERTY 2A:

PARCEL A:

Parcels 2 and 3 of Parcel Map No. 3633 filed in the office of the County Recorder of Washoe County, State of Nevada, on March 29, 2000 as File No. 2434419 of Official Records.

EXCEPTING THEREFROM that portion that is dedicated to the County of Washoe, State of Nevada, by Document No. 2092429, recorded on April 25, 1997, and accepted by Resolution Document No. 2516349, recorded January 18, 2001.

PARCEL B:

Parcel 3 of Parcel Map No. 2718 for T.M.S. ASSOCIATES, filed in the office of the County Recorder of Washoe County, State of Nevada on June 30, 1993 as File No. 1687666.

PARCEL C:

Parcels 1 and 2 of Parcel Map No. 2718 for T.M.S. ASSOCIATES, filed in the office of the County Recorder of Washoe County, State of Nevada on June 30, 1993 as File No. 1687666.

Said land being also shown as Parcel "B" on Record of Survey Map No. 3291 filed in the office of the County Recorder of Washoe County, Nevada on August 15, 1997 as File No. 2126026 of Official Records.

PROPERTY 2-B:

That portion of Parcel 4 of Parcel Map No. 2718 for T.M.S. ASSOCIATES, filed in the office of the County Recorder of Washoe County, State of Nevada on June 30, 1993 as File No. 1687666 described as follows:

PARCEL 1:

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, Section 11, Township 17 North, Range 19 East, M.D.B.&M.:

Beginning at the Southwest ¼ of Section 11, Township 17 North, Range 19 East, M.D.B.&M., as shown on Parcel Map No. 2178, recorded June 30, 1993, Official Records of Washoe County, Nevada said point of beginning being further described as a found General Land Office Brass Cap; thence North 00°15'17" West along the West line of said Section 11, a distance of 1019.54 feet;

08-11-80

thence North 58°37'55" East, 1539.77 feet; thence South 00°16'16" West, 1833.14 feet to the South line of said Section 11, said point also being the Southwest corner of Parcel 1 of said Parcel Map; thence North 89°28'30" West along said South line, 1318.91 feet to said point of beginning. Said land is also shown as Parcel A of Record of Survey Map No. 3291, filed in the office of the County Recorder of Washoe County, State of Nevada, on August 15, 1997, as File No. 2126026 of Official Records.

PARCEL 2:

An easement for right of way for ingress and egress set forth in a Grant of Easement, filed in the office of the County Recorder of Washoe County, State of Nevada, recorded August 15, 1997 as Document No. 2126021 of Official Records.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed, recorded in the office of the County Recorder of Washoe County, Nevada on April 19, 2000, as Document No. 2440182, of Official Records.

CERTIFIED COPY

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

Date: _____

September 20, 2010
AMY HARVEY, County Clerk in and for the
County of Washoe, State of Nevada.

By _____

Deputy Clerk

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

000946



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.

A handwritten signature in blue ink, appearing to read "Stacy Gonzales", is written over a horizontal line.

Signature

9-20-10

Date

Stacy Gonzales

Printed Name