

APN# n/a

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Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 9



(for Recorder's use only)

Ordinance 1506 DA 12-002
(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

Supervisor
Title

JAIME DELERA
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)

1506

SUMMARY: Approves a Development Agreement with Woodland Village pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case Number DA12-002 for Woodland Village (Tentative Subdivision Map Case Number TM03-004 that was previously approved by the Washoe County Planning Commission on April 1, 2003). The sole purpose of the Development Agreement is to extend the expiration date of said subdivision map until December 15, 2017.

BILL NO. 1687

ORDINANCE NO. 1506

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NUMBER DA12-002 FOR WOODLAND VILLAGE (TENTATIVE SUBDIVISION MAP CASE NUMBER TM03-004 THAT WAS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON APRIL 1, 2003). THE SOLE PURPOSE OF THE DEVELOPMENT AGREEMENT IS TO EXTEND THE EXPIRATION DATE OF SAID SUBDIVISION MAP UNTIL DECEMBER 15, 2017. THE PROJECT IS LOCATED IN THE NORTH-CENTRAL PORTION OF THE COLD SPRINGS VALLEY. THE PROJECT ENCOMPASSES A TOTAL OF 2,028 POTENTIAL RESIDENTIAL PARCELS AND IS LOCATED WITHIN SECTION 9, T21N, R18E, MDM, WASHOE COUNTY, NV. THE PROJECT IS LOCATED IN THE NORTH VALLEYS CITIZEN ADVISORY BOARD BOUNDARY. (APNS: 556-290-03 & -19; 556-490-03 & -05; 556-390-21 & -18).

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

SECTION 1.

Development Agreement CASE NUMBER DA12-002 for Woodland Village is an acceptable document.

The Development Agreement reads as follows:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made by and between **WOODLAND VILLAGE NORTH, LLC**, a Nevada limited liability company ("Landowner"), and **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 consisting of approximately 477 acres in the Cold Springs, Nevada, area (the "Property") as more particularly described in **Exhibit "A"** attached hereto.

1.2 Tentative Maps. The Property has an approved Tentative Map for approximately 2,000 units known as Tentative Subdivision Map Case File Nos. TM03-004 and TM2-9-98 (Woodland Village) (the "Tentative Map").

1.3 Final Map Requirement. Approximately 16 final maps have been recorded from the Tentative Map, and approximately 1,400 units have been created pursuant to those final maps. Pursuant to NRS 278.360(1), unless the parties have entered into an agreement concerning the development of land authorized by NRS 278.0201 with respect to the remainder of the Property subject to the Tentative Map, Landowner must cause the next of the remaining Final Maps (the "Final Maps") to be recorded prior to April 30, 2013.

1.4 Circumstances Requiring Development Agreement. The Tentative Map was approved by County as part of the continued development of the master planned, mixed use community known as "Woodland Village." The initial development of Woodland Village commenced in 1999, and presently consists of approximately 1,400 residential homes and associated common area which have been approved pursuant to existing final maps for Woodland Village. Woodland Village is a significant provider of quality, entry level housing; and based on historic market absorption of homes built on Woodland Village lots, Woodland Village has been supported by a strong marketplace demand for the entry level housing it has offered. However, as with most all residential developments over the past few years, market demand has not supported or warranted continued development of Woodland Village at any appreciable pace. The Tentative Maps have been granted with conditions consistent with tentative and final map approvals for prior developed phases of Woodland Village, and are suitable for continued development of Woodland Village.

Continued development of Woodland Village will serve the public interest in the following ways:

A. Future home sales will provide further payment support for the operating cost of the sewer plant that serves Woodland Village, which plant was designed and constructed to a size and capacity sufficient to serve the Woodland Village community

adequately upon complete build-out of the remaining anticipated approximately 600 lots. Further development of these lots and absorption in the marketplace will help distribute, and thus lessen each home's share of, the fixed cost burden of the daily operation of the sewer system to the existing homeowners in Woodland Village.

B. Continued growth in the Cold Springs area will allow essential neighborhood businesses to survive.

C. The Cold Springs schools were designed to be large enough to support Woodland Village upon complete build-out, and the continued development of Woodland Village will generate a larger and more compatible student population relative to the design and functionality of those schools.

In light of the foregoing, Landowner and County believe it would be in the public's best interest to prevent a lapse of the Tentative Maps and, instead, allow for a positive approach to the continued development of Woodland Village by and through this Agreement.

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 Washoe County Development Code. Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.021(1), the following elements are described:

A. the land which is subject to this Agreement is the Property as described in **Exhibit "A"** hereto;

B. the duration of this Agreement commences upon execution hereof by the last party and, unless sooner terminated under NRS 278.0205, or Subsection 2.3 expires on January 1, 2018, 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 as 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 Maps and applicable law.

2.2 Public Improvements. Terms and conditions relating to construction and financing of necessary improvements and facilities are contained in the Tentative Maps.

2.3 Extension of Time to Record Final Maps. The parties hereby agree that the time for Landowner to record the next in a series of Final Maps in accordance with NRS 278.360(1) (a) shall be extended to December 15, 2017, and if a Final Map is filed by that date for the Tentative Map, the filing deadline for subsequent Final Maps shall be as stated in NRS 278.306(1)(a)(2), and this Agreement becomes expired.

2.4 Further Extension. [OPEN]

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 Attorney's Fees and Costs. If litigation is brought by either party to enforce this Agreement, the court may award reasonable attorney's fees, court costs and interest to the prevailing party.

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 a holiday established under the laws of Nevada 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.

EXHIBIT A

All of that real property located in the County of Washoe, State of Nevada, to wit:

All of the real property described and included within Tentative Map Case Number TM03-004 Action Order for which is on file in the Washoe County Community Services Department, Division of Planning and Development, but excluding therefrom all real property described and included within the recorded final subdivision maps for Woodland Village Phases 1 through 16, inclusive.

Woodland Village North Assessor's Parcel Numbers:

556-290-03 and 19; 556-490-03 and 05; 556-390-21 and 18

{Signatures appear on following page.}

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

LANDOWNER:

COUNTY:

**WOODLAND VILLAGE NORTH,
LLC, a Nevada limited liability company**

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

By: RJ Lissner
ROBERT J. LISSNER

By: David Humice
Name: David Humice


Its: Manager

Its: Chairman

Date: 4/3/13, 2013

Date: 3-26, 2013

ATTEST:


Amy L. Harvey, Chief Deputy
AMY HARVEY, County Clerk

**Passage and Effective Date
Ordinance Relating to DA12-002 (Woodland Village)**

This ordinance was proposed on March 26, 2013 by
Commissioner Weber.

This ordinance was passed on March 26, 2013

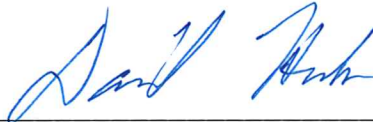
Those voting "aye" were Humke, Weber, Berkbigler.

Those voting "nay" were None.

Those absent were Jung and Hartung.

Those abstaining were None.

This ordinance shall be in force and effect from and after
the 5th day of April, 2013.



David Humke, Chairman
Board of County Commissioners
Washoe, County, Nevada

ATTEST:



for Amy Harvey
County Clerk

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Publishers of
Reno Gazette-Journal

WASHOE COUNTY
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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 of general circulation 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: 03/29/2013 - 04/05/2013, for exact publication dates please see last line of Proof of Publication below.

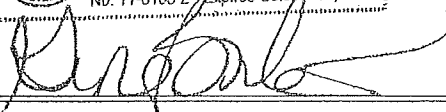
Subscribed and sworn to before me

Signed:



APR 5 2013

GINA BRILES
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 11-6105-2 Expires October 10, 2015



Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1506 BILL NO. 1687 An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case Number DA12-002 for Woodland Village (Tentative Subdivision Map Case Number TM03-004 that was previously approved by the Washoe County Planning Commission on April 1, 2003). The sole purpose of the Development Agreement is to extend the expiration date of said subdivision map until December 15, 2017. The project is located in the north-central portion of the Cold Springs Valley. The project encompasses a total of 2,028 potential residential parcels and is located within Section 9, T21N, R18E, MDM, Washoe County, NV. The project is located in the North Valleys Citizen Advisory Board Boundary. (APNs: 556-290-03 & -19; 556-490-03 & -05; 556-390-21 & -18). NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office in the Washoe County Complex, 1001 E. Ninth Street, Building A, Reno, Washoe County, Nevada; and that the ordinance was proposed on February 26, 2013 by Commissioner Weber and was passed and adopted without amendment at a regular meeting held on March 26, 2013 by the following vote of the Board of County Commissioners: Those Voting Aye: Marsha

doc# 1913071297

1506

Berkbigler, David E. Humke, and Bonnie Weber. Those Absent: Kitty Jung and Vaughn Hartung. This Ordinance shall be in full force and effect from and after April 05, 2013, 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. DATED this March 27, 2013. AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No. 797742 Mar 29, Apr 5, 2013

NOTICE OF ADOPTION
WASHOE COUNTY ORDINANCE NO. 1506
BILL NO. 1687

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case Number DA12-002 for Woodland Village Tentative Subdivision Map Case Number TM03-004 that was previously approved by the Washoe County Planning Commission on April 1, 2003. The sole purpose of the Development Agreement is to extend the expiration date of said subdivision map until December 15, 2017. The project is located in the north-central portion of the Cold Springs Valley. The project encompasses a total of 2,028 potential residential parcels and is located within Section 9, T21N, R18E, MDM, Washoe County, NV. The project is located in the North Valleys Citizen Advisory Board Boundary. (APNs: 556-290-03 & -19; 556-490-03 & -09; 556-390-21 & -18).

NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office in the Washoe County Complex, 1001 E. Ninth Street, Building A, Reno, Washoe County, Nevada; and that the ordinance was proposed on February 26, 2013 by Commissioner Weber and was passed and adopted without amendment at a regular meeting held on March 26, 2013 by the following vote of the Board of County Commissioners:

Those Voting Aye: Marsha Berkbigler, David E. Humke, and Bonnie Weber.
Those Absent: Kitty Jung and Vaughn Hartung.

This Ordinance shall be in full force and effect from and after April 05, 2013, 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.

DATED this March 27, 2013.

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

No. 797742 Mar 29, Apr 5, 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.



Signature



Date



Printed Name