

## AMENDMENT NO. 1 GOLF COURSE DEVELOPMENT AGREEMENT

This Amendment No. 1 to the GOLF COURSE DEVELOPMENT AGREEMENT (“Development Agreement”) effective July 25, 2022, is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Washoe County, a political subdivision of the State of Nevada (“Washoe County”), and the Northern Nevada Youth Golf Foundation, a Nevada non-profit corporation, doing business as First Tee Northern Nevada (“Youth Golf Foundation”), both of whom hereby agree as follows:

WHEREAS, the parties entered into a written Development Agreement on July 25, 2022, to develop a golf course (the “Project”) on property deeded from Washoe County to the Youth Golf Foundation comprised of one parcel: APN 027-011-12 (the “Parcel”) and a portion of the parcel currently known as APN 035-080-04 (the “BLM Patent Parcel”).

WHEREAS, the Development Agreement stated Washoe County must purchase from the U.S. Government a portion of the BLM Patent Parcel before it can be transferred to the Youth Golf Foundation.

WHEREAS, Washoe County and Youth Golf Foundation have received the consent of BLM to allow Washoe County to lease to Youth Golf Foundation said portion of the BLM Patent Parcel pursuant to the terms of a proposed Ground Lease attached hereto as **Exhibit “A”**, thereby rendering the need for Washoe County to purchase the portion of the BLM Patent Parcel unnecessary.

NOW THEREFORE, with full incorporation of all recitals set forth above, it is agreed between the parties to amend the Development Agreement as follows:

1. The first paragraph on Page 2 shall be deleted in its entirety and replaced with the following: “Washoe County currently possesses funds that it would like to use to develop the Project. The Youth Golf Foundation’s proposed golf course design encompasses the Parcel and a portion of the BLM Patent Parcel. The BLM Patent Parcel is owned by Washoe County but is restricted by terms of a Bureau of Land Management land patent. BLM has consented to allow Washoe County to lease to Youth Golf Foundation said portion of the BLM Patent Parcel pursuant to the terms of a proposed Ground Lease attached hereto as **Exhibit “A”**.”
2. Section 2.3 on Page 2 shall be deleted in its entirety and replaced with the following: “The Project will be constructed on the existing Parcel and a portion of the BLM Patent Parcel the boundaries of which are more fully set forth in **Exhibit “A”**.”

3. Section 3.1 on Page 1 shall be deleted in its entirety and replaced with the following: "Washoe County currently possesses approximately \$3,050,000.00 (the "Development Funds") from the sale of real property near the Project. Washoe County intends to invest the Development Funds into the Project.
4. Section 3.2 on Pages 2 and 3 shall be deleted in its entirety and replaced with the following: "Washoe County intends to distribute the Development Funds to Youth Golf Foundation in accordance with this Development Agreement. Washoe County will distribute the Development Funds based on a 1:1 match from Youth Golf Foundation. When Youth Golf Foundation has sufficient funding and desires development funding from Washoe County, it shall send a written request to Washoe County to match those funds. The written request shall include proof of Youth Golf Foundation's match funds. No later than 60 days from receipt of Youth Golf Foundation's written request, Washoe County shall distribute the Development Funds to Youth Golf Foundation.
5. Section 3.3 on Page 3 shall be deleted in its entirety.
6. Section 4.1 on Page 3 shall be deleted in its entirety and replaced with the following: "The Project shall be completed no later than 24 months after the final distribution of the Development Funds."
7. All other terms and conditions of the Development Agreement, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have set their hands with the intent to be bound.

Youth Golf Foundation

Washoe County

\_\_\_\_\_  
By: Robert F. Enzenberger  
Its: Board Chair

\_\_\_\_\_  
By: Chair  
Its: Chair, Washoe County Commission

Attest:

\_\_\_\_\_  
County Clerk