
Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040
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Summary: To adopt a development agreement for Ridges at Hunter Creek (TM16-005) to extend the deadline for recording the final map to June 28, 2028.

BILL NO. _____

ORDINANCE NO. _____

TITLE:

AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING A DEVELOPMENT AGREEMENT BETWEEN WASHOE COUNTY AND HUNTER CREEK RENO OWNER, LLC, FOR RIDGES AT HUNTER CREEK, A RESIDENTIAL SUBDIVISION (TENTATIVE SUBDIVISION MAP CASE NUMBER TM16-005). THE PURPOSE OF THE DEVELOPMENT AGREEMENT IS TO EXTEND THE DEADLINE FOR RECORDING THE NEXT FINAL MAP FROM JUNE 28, 2026, TO JUNE 28, 2028. THE PROJECT IS LOCATED OFF HUNTER FALLS CIRCLE. THE PROJECT ENCOMPASSES A TOTAL OF APPROXIMATELY ±155.01 ACRES, AND THE TOTAL NUMBER OF RESIDENTIAL LOTS ALLOWED BY THE APPROVED TENTATIVE MAP IS 53 LOTS WITH 21 LOTS RECORDED AND 32 LOTS REMAINING TO BE RECORDED. THE PARCEL (APN: 041-671-04) IS LOCATED WITHIN THE SOUTHWEST TRUCKEE MEADOWS PLANNING AREA AND WASHOE COUNTY COMMISSION DISTRICT NO. 1.

WHEREAS:

- A. A tentative subdivision map for Ridges at Hunter Creek was approved by the Planning Commission on July 5, 2016 (TM16-005) for a 53-lot residential subdivision; and
- B. The most recent final map was submitted to Washoe County for review on June 28, 2022 (Phase 1); and
- C. The Landowner was granted an extension of time by the Planning Commission extending the time to record the next final map to June 28, 2026; and
- D. The Landowner has submitted an application for a development agreement to extend the time to record the next final map to June 28, 2028; and

- E. For good cause appearing, the Board of County Commissioners ("Board") desires to adopt the development agreement attached hereto to extend the time to record the next final map to June 28, 2028; which amended conditions shall survive termination of the development agreement; and
- F. The Board has determined that the proposed development agreement is consistent with the Master Plan for Washoe County.

THEREFORE:

- A. Following a first reading and publication as required by NRS 244.100(1), and after a duly noticed public hearing, this Board of County Commissioners desires to adopt this Ordinance; and
- B. This Board has determined that this ordinance is being adopted pursuant to requirements set forth in NRS 278.0205; and is therefore not a "rule" as defined in NRS 237.060 requiring a business impact statement.

SECTION 1.

The development agreement for Ridges at Hunter Creek, attached hereto as Attachment A-1 and inclusive of all attachments, is hereby APPROVED by this ordinance. Hunter Creek Reno Owner, LLC shall ensure that the development agreement is recorded in the Office of the Washoe County Recorder, with all requisite attachments, on or after the effective date of this ordinance. The Chair is also authorized to execute and deliver this ordinance for recording in the official records of Washoe County.

SECTION 2. General Terms.

1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
2. The Chair of the Board and the officers of the County are authorized to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance.
3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance

are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.

4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

Proposed on _____ (month) _____ (day), 2026.

Proposed by Commissioner _____.

Passed _____ (month) _____ (day), 2026.

Vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Absent: Commissioners _____.

Attest:

Janis Galassini, County Clerk

Clara Andriola, Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 4th day of the month of September of the year 2026.

APN: 041-671-04

The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 239B.030).

WHEN RECORDED RETURN TO:

**Washoe County CSD
Planning and Building Division
1001 East Ninth Street
Reno NV, 89512**

SPACE ABOVE FOR RECORDER'S
USE

Attachment A-1

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **HUNTER CREEK - RENO OWNER, LLC**, a Foreign limited liability company (the "Landowner"), and the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, ("County").

1. GENERAL.

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Number 041-671-04 in Washoe County, Nevada (the "Property") as more particularly described in Exhibit A, attached hereto, which is subject to County's Southwest Truckee Meadows Area Plan, an element of the 2040 Envision Plan.

1.2. Tentative Map. The Property has a County land use designation including General Rural, Low Density Suburban, and High Density Rural with a total number of residential dwelling units allowed by the existing land use designations being 53 common open space lots. On July 5, 2016, the County issued its Action Order, which is incorporated herein by this reference as Exhibit B, approving a tentative map application of the Landowner for the Property known as Tentative Subdivision Map Case File No. TM16-005 (The Ridges at Hunter Creek) (the "Tentative Map"). On August 18, 2020, the Board of County Commissioners approved a development agreement (Ordinance 1656) allowing a two-year extension until July 5, 2022, to record the first final map. On May 7, 2024, the Washoe County Planning Commission granted an Extension of Time allowing a

two-year extension until June 28, 2026 to record the next final 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 Previous Final Maps. Landowner recorded one final map on the Property (T5495) on June 28, 2022.

1.4 Purpose of Agreement. The Extension of Time for the Tentative Map states that the next final map in a series of final maps (each a “Final Map”) must be submitted prior to the expiration of the two (2) year time limit, as such time was extended by two (2) years pursuant to Landowners request for extension of subdivision expiration, which is June 28, 2026. NRS 278.360(1) states that same requirement, but allows the deadline to be extended by execution of a development agreement pursuant to NRS 278.0201. This agreement is intended to extend the time for presentation of the next Final Map from June 28, 2026 to June 28, 2028 and thereby amend Condition 1(e) of the Tentative Map accordingly. The Agreement does not amend any other provisions of the Tentative Map, including remaining provisions of Condition 1(e) not inconsistent herewith.

1.5 Circumstances Requiring An Extension of Time. Landowner believes it may not be feasible to present the Final Map to the Washoe County Planning Commission prior to the June 28, 2026 deadline due to economic uncertainty around high interest rates and lending for construction becoming increasingly difficult. Without this Agreement, the result would be expiration of the Tentative Map. The parties recognize that the Developer continues to work diligently on the project and that preserving housing approvals such as the Tentative Map are in the public’s best interest.

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. The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. The Parties hereby agree that the Landowner's deadline to submit the next Final map is hereby extended pursuant to the terms of this Agreement. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth:

2.1.1. The land which is subject to this Agreement is APN 041-671-04, which is described in Exhibit A: Legal Description.

2.1.2. The duration of this Agreement shall be for two (2) years from June 28, 2026 to June 28, 2028, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of expiration of this Agreement.

2.1.3. This agreement shall terminate and, except as otherwise provided herein, all original conditions of approval for TM16-005 shall be in full force and effect upon recordation of the final map or the first final map in a series. Changes in federal, state, or county law concerning public health, safety or welfare will apply to any final map or other permit. Final maps must then be filed in accordance with NRS 278.360.

2.1.4. The permitted uses on the Property and the density or intensity of its use, are as provided in the Tentative Map and the Code. The permitted use of the Property pursuant to the Tentative Map is a 53-lot common open space development on 155.01 acres, which complies with the Property's land use designation.

2.1.5. The maximum height and size of the proposed buildings will comply with the Tentative Map.

2.1.6. The provisions for the dedication of any portion of the Property for public use are as provided in the Tentative Map and the Code. As part of this Common Open Space Development existing roads and/or streets will provide access, to and through the common areas connecting to the Washoe County Michael D. Thompson trailhead near the northwesterly portion of the site. The common area will be owned and maintained by a homeowners' association. The developer has been working with the County and others as needed to provide and preserve adequate access to adjoining public (USFS) lands.

2.1.7. Terms and conditions relating to construction and financing of necessary public improvements and facilities, are in accordance with and as provided for in the Tentative Map and the Code, and will also be in accordance with any subdivision improvement agreements for future final maps.

2.1.8. Phasing and deadline dates for project grading and development with information on required bonding or other acceptable guarantees of performance and

completion (Article 110.610 Washoe County Development Code) for each development phase or stage will be addressed with the submittal of each final map.

2.1.9 The final map, to be a minimum of five lots, shall be presented to the Planning Commission on or before the date of expiration of this Agreement. All successive final maps, if the Landowner chooses to record in a series, must include a minimum of five lots. Unless otherwise provided herein, the deadlines for any final maps shall be governed by NRS 278.360 and Condition 1(e) of the Tentative Map.

2.1.10 Development standards for the Project are set forth in the conditions and requirements of the Tentative Map, Planning Commission's Action Order dated July 5, 2016 attached hereto as Exhibit "B", and future final maps.

2.2 Code and Changes to the Law. 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.

2.3 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

2.4 Assumption of Risk. The Landowner acknowledges and agrees that the Landowner is proceeding voluntarily and at its own risk in entering into this Agreement and without advice, promises or guarantees of any kind from the County, other than as expressly set forth herein. The Landowner waives any claims for damages against the county that might arise out of, or relate to, a subsequent court determination that this Agreement or any provision in it is invalid and/or unenforceable, including any claim based on NRS 278.0233(1) regarding the requirements, limitations, or conditions imposed pursuant to this Agreement.

2.5 Default and Termination of Agreement. This Agreement shall become null and void, in the event of noncompliance with any term or deadline set forth in this Agreement if the breaching party fails to fully cure such noncompliance after reasonable written notice and opportunity to cure, and all proceedings concerning the Tentative Map shall be terminated, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map or any use permit in existence at the time of termination of this Agreement.

2.6 Termination By Final Map. This Agreement shall terminate upon recording of the Final Map.

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 Assignability of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit A (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

3.4 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.

3.5 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.

3.6 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.

3.7 Written Amendments. Amendments to this Agreement shall be defined as changes which are not in substantial compliance with the Tentative Map and this Agreement. Amendments, if any, shall be approved as provided in NRS 278.0205. Changes hereto which are in substantial compliance with the overall Tentative Map and this Agreement may be requested by Owners and approved or denied by the Director of Community Development. The Director of Community Development shall also decide whether or not a proposed change is in substantial compliance with the overall Tentative Map. The Owners may appeal an adverse decision by the Director of Community Development to the Board of County Commissioners by written notice filed with the Director of Community Development, if filed within twenty (20) days of receipt of the notice of the adverse decision unless an appeal to the Board of Adjustment is required to occur first. 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.

3.8 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.

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

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.

3.11. 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.

[Signatures appear on following page]

[Signature page to Development Agreement]

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

LANDOWNER:

**HUNTER CREEK – RENO OWNER,
LLC, a Foreign Limited Liability
Company**

By: _____

Date: _____

Name: _____

Title: _____

—

COUNTY:

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

By: _____

Chairman

Date: _____

ATTEST:

County Clerk

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

 This instrument was acknowledged before me on _____, 20, by
_____, as Director of Community Development, County of Washoe.

Notary Public
My Commission Expires: _____

Exhibit “A

LEGAL DESCRIPTION OF PROJECT PROPERTY

Exhibit “B”

ACTION ORDER WITH CONDITIONS OF APPROVAL