

Recording Requested by and  
When Recorded Mail To:

Teresa Gardner, City Clerk  
City of Sparks  
431 Prater Way  
P.O. Box 857  
Sparks, Nevada 89432-0857

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

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Signature of Declarant or Agent

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF SPARKS**, a municipal corporation of the State of Nevada (“City”), **LANDSTAR COMPANIES, LLC**, a Nevada Limited Liability Company (“Master Developer”), and **LANDSTAR COMPANIES, LLC**, a Nevada Limited Liability Company (“Owner”). The City, Master Developer, and Owner are sometimes individually referred to as a “Party” and collectively as “Parties.”

**RECITALS**

- A. The City is authorized, pursuant to Chapter 278 of the Nevada Revised Statutes and Title 20 of the Sparks Municipal Code, to enter into development agreements such as this Agreement with persons or entities having a legal or equitable interest in real property in order to establish long-range plans for the development of such property.
- B. Owner has authorized Master Developer to develop the Property legally described by **Exhibit A** (metes and bounds), attached hereto and incorporated herein by reference.
- C. The Property currently consists of one (1) parcel approximately 7.72 acres in size, as shown in **Exhibit B** (graphic depiction), attached hereto and incorporated herein by reference.
- D. Master Developer proposes developing the Property with residential uses as allowed by the Code in effect on the date of this Agreement, the land uses identified in the zoning amendment described in Case No. PCN18-00019, the Vistas Handbook, and the Project Plan, attached hereto and incorporated by reference as **Exhibit C**.
- E. The Parties acknowledge that this Agreement will (i) promote the health, safety and general welfare of the City and its inhabitants; (ii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas; (iii) ensure attainment

of the maximum efficient utilization of resources within the City at the least economic cost to its citizens; and (iv) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

- F. As a result of the development of the Property, the City will receive needed housing and increases to its real estate property tax base. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the Property and City infrastructure by a developer with significant economic resources and experience in the development process.
- G. Master Developer understands and acknowledges that there may be insufficient public facilities and infrastructure available on and around the Property to properly construct and serve the Project. Subject to the terms and conditions of this Agreement, the Master Developer agrees to provide the necessary improvements to public facilities and infrastructure on the Property and outside the Property as specifically provided in the Infrastructure Plan, attached hereto and incorporated herein by reference as **Exhibit D**.
- H. Master Developer proposes developing the Property with architectural and site Design Standards set forth in **Exhibit E**, attached hereto and incorporated herein by reference.
- I. Master Developer and Owner desire to enter into a development agreement with City pursuant to NRS 278.0201 to obtain reasonable assurances that they may develop the Property in accordance with the terms, conditions and intent of this Agreement. Master Developer's and Owner's decisions to enter into this Agreement and commence development of the Property are based on expectations of proceeding and the right to proceed with the Property in accordance with this Agreement and any other Applicable Rules.
- J. Master Developer and Owner further acknowledge that this Agreement was made part of the record at the time of its approval by the City Council and that Master Developer and Owner agree without protest to the requirements, obligations, limitations, and conditions imposed by this Agreement.
- K. The City Council, having determined that the development of the Property and Project in the manner proposed in Exhibits C and D is beneficial to the City, that this Agreement is in conformance with the City's Comprehensive Plan, the Sparks Municipal Code, the Vistas Handbook, and state and federal law, and that all other substantive and procedural requirements for approval of this Agreement have been satisfied, and after giving notice as required by relevant law, and after introducing this agreement by ordinance at a public hearing on \_\_\_\_\_, and after a subsequent public hearing to consider the substance of this Agreement on \_\_\_\_\_, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Sparks.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the Parties hereto agree as follows:

## **SECTION ONE DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

“Agreement” means this development agreement and includes all addenda and exhibits incorporated by reference and all amendments that hereafter are duly entered into in accordance with the terms of this Agreement.

“Applicable Rules” means:

- (a) The provisions of the Code and all other uniformly applied City rules, policies, regulations, ordinances, and laws, general or specific, which were in effect on the Effective Date;
- (b) This Agreement; and
- (c) The Vistas Handbook.
- (d) The term “Applicable Rules” does not include:
  - (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;
  - (ii) Any fee or monetary payment prescribed by City ordinance that is uniformly applied to all development and construction subject to the City’s jurisdiction; or
  - (iii) Any applicable state or federal law or regulation.

“City” means the City of Sparks, together with its successors and assigns.

“City Council” means the Sparks City Council.

“City Manager” means the person holding the position of City Manager of the City of Sparks.

“Code” means the Sparks Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

“Development Parcels” means legally subdivided parcels of land within the Project that are intended to be developed or further subdivided.

“Development Area” means the areas of the Property that are planned to be developed as shown in Exhibit B and Exhibit C to this Agreement.

“Effective Date” means the date, on or after the adoption by the City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Washoe County.

Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

“Entitlement” means any land use approval, including, without limitation, any master plan or other zoning approval, annexation, subdivision map, tentative map, final map, parcel map, conditional use permit, permitted land use, density of tentative or final mapped Development Parcels, building permit, grading permit, modification of the Vistas Handbook, the zoning amendment contemplated by this Agreement, and other land use entitlements or permits issued for the Project or any portion of the Property or in favor of Master Developer or its successor(s) in connection with the development of the Property.

“Entitlement Request” means a request by Master Developer or its authorized designee for approval of any Entitlement for development of the Project in accordance with this Agreement.

“Infrastructure Plan” means a collection of documents that fully describe the public and private infrastructure necessary to support the Project Plan, Exhibit C, and the proposed method(s) of financing construction of the public infrastructure included therein. These documents include, without limitation: traffic analysis and studies concerning the availability and accessibility of public services, including fire protection, prevention and containment.

“Nonconforming Entitlement Request” means a request by Master Developer or its authorized designee for any amendment to this Agreement, Land Plan amendment, master plan amendment, or zoning amendment, or an application for a Subdivision Map which, when evaluated in conjunction with all existing Entitlements and potential future development in the Project, proposes a total number of units which will result in the Project having more than the maximum number of permitted units set forth in Section 3.1 at Project build out.

“Party” means Master Developer, Owner, or City and, when used in the plural form of “Parties,” means Master Developer, Owner, and City.

“Project” means the Property and any and all improvements provided for or constructed thereupon.

“Project Plan” means a collection of documents describing the plan for the development of the Project that includes, without limitation: a detailed description and depiction of the permitted uses and associated densities, intensities and locations within the Project; physical characteristics of the Property such as floodplain, slope and soil; preliminary grading plans; a conceptual site plan for the Project; and design standards for the various building types that are reflected in the conceptual site plan.

“Property” means those certain 7.72 acres of real property that are the subject of this Agreement and more particularly described in Exhibits A and B attached hereto and incorporated herein by reference.

“Subdivision Map” means any instrument that legally subdivides property or gives the right to legally subdivide property.

“Term” means the temporal duration of this Agreement.

“Vistas Handbook” means the Vistas Master Plan and Community Design Standards approved by the City Council on October 10, 1988, pursuant to Nevada Revised Statutes Chapter 278A.

## **SECTION TWO APPLICABLE RULES AND CONFLICTING LAWS**

### ***2.1 Reliance on the Applicable Rules***

City, Owner, and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Project in accordance with the terms of this Agreement, the Land Plan, the Infrastructure Plan, and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the Code except as provided in Section 2.2 below.

### ***2.2 Application of Subsequently Enacted Rules by the City***

The City shall not amend, alter or change any Applicable Rule as applied to the development of the Project, or apply a new fee, rule, regulation, resolution, policy or ordinance to the development of the Project, except as follows:

- (a) The development of the Project shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.
- (b) The application of a new uniformly applied rule, regulation, resolution, policy or ordinance to the development of the Project is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, does not reduce the permitted density or land use types, does not prevent the type or units or number of permitted units in the Project as set forth in this Agreement, and is consistent with the efficient development and preservation of the entire Project.
- (c) Nothing in this Agreement shall preclude the application to the Project of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations necessary to protect the health, safety and welfare of City residents. In such event, the provisions of Section 2.4 and 2.5 of this Agreement are applicable.
- (d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Project, other than pursuant to subsections (a), (b), or (c) above, the Master Developer or Owner shall have the option, in its sole discretion, of accepting or rejecting such new or amended rules by giving written notice of such acceptance or rejection within thirty (30) calendar days of the proposed or attempted enforcement of such new or amended rules by the City. If accepted, City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master

Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time. If rejected, the new or amended rules will not apply to the Project.

### **2.3 *Application of New Fees***

Notwithstanding Section 2.2 above, City may increase existing cost-based processing fees, entitlement processing fees, inspection fees, plan review fees, facility fees, or sewer connection fees that uniformly apply to all or similarly situated development in City.

### **2.4 *Conflicting Federal or State Rules***

In the event that any federal or state laws or regulations prevent or preclude compliance by City, Owner, or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

- (a) Notice of Conflict. A Party, upon learning of any such matter, will provide the other Parties with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and
- (b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

### **2.5 *City Council Hearings***

In the event a Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and/or written testimony at the hearing and may support or oppose such change. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section is subject to judicial review, but such review shall be filed within twenty-five (25) calendar days from the date of the hearing.

## **SECTION THREE PLANNING AND DEVELOPMENT OF THE PROJECT**

### **3.1 *Permitted Uses and Density***

Subject to all the terms and conditions of this Agreement, Master Developer agrees to design and construct the site and buildings in substantial conformance with the Project Plan attached hereto as Exhibit C, the Code, the Vistas Handbook, and as follows:

- (a) Number of Units Permitted: 75 units maximum
- (b) Permitted Unit Types: Single Family Detached/Attached; Multi-Family
- (c) Density: 10 du/acre maximum
- (d) Minimum Reservation of Open Space: 1.54 Acres

### **3.2 Construction of Infrastructure**

Subject to all the terms and conditions of this Agreement, Master Developer agrees to construct all infrastructure necessary to support the Project as described in Exhibit D and in substantial conformance with:

- (a) The Applicable Rules;
- (b) The Vistas Handbook; and
- (c) The approval of the City Manager or designee.

### **3.3 Entitlement Requests**

- (a) City shall reasonably cooperate with Master Developer to:
  - (i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Infrastructure Plan; and
  - (ii) Promptly consider the approval of Entitlement Requests, subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Infrastructure Plan.
- (b) Required Zoning Entitlement for Property. The Parties acknowledge and agree that the proper means to legally entitle the Property for eventual development is by rezoning the Property to allow for the development of the uses and densities provided for herein. Master Developer has applied for a proposed zone change in accordance herewith as Case No. PCN18-00019 and the terms and conditions of any approval of such application shall be deemed in conformance with and incorporated by reference as part of the Land Plan and Infrastructure Plan.
- (c) Concurrent Processing of Initial Entitlement Request with this Agreement. The Parties agree that the most efficient and expeditious manner in which to process the Entitlement Request described in this Section is to package final approval of the respective Entitlement Request with the approval of this Agreement at a single meeting of the City Council. The City agrees to process the Entitlement Request described in this Section and this Agreement concurrently in order to present the initial Entitlement Request and this Agreement to the Sparks Planning Commission and the City Council as a single set. The Master Developer agrees to waive any statutory or Code requirements related to limitations of time for processing the individual Entitlement Request or this Agreement in order to facilitate final action

on the Entitlement Request described in this Section and this Agreement at single meetings of the Sparks Planning Commission and City Council.

- (d) Other Entitlement Requests. Except as provided herein, all other Entitlement Requests shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Requests are governed by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code and other applicable local, state, and federal statutes, ordinances and regulations. The Parties acknowledge and agree that nothing contained in this Agreement constitutes in any way a pre-approval or authorization of any Entitlement Request.

### ***3.4 Modification or Amendment of the Agreement***

This Agreement may not be modified or amended, except by the mutual written agreement of the Parties.

### ***3.5 Deviation from the Code***

Any request for variance or deviation from a particular requirement of the Code for a particular Development Parcel or lot shall be processed and considered according to the requirements of the Code in effect on the Effective Date, unless otherwise agreed to by Master Developer.

### ***3.6 Anti-Moratorium***

The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the development of the Project or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

- (a) Comply with any state or federal laws or regulations as provided by Section 2.04, above;
- (b) Alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or
- (c) Maintain City's compliance with federal and state sewerage, storm water conveyance, storm water discharge, water system, and utility regulations.

### ***3.7 Property Dedications to City***

Except as provided herein, any real property and improvements thereupon transferred or dedicated



to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances.

## **SECTION FOUR REVIEW OF DEVELOPMENT**

### ***4.1 Review and Report to City Council***

At City's request, Master Developer shall appear before the City Council to review the Master Developer's compliance with the terms of this Agreement pursuant to NRS 278.0205. If requested by City, Master Developer shall provide a written report documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement. If at the time of review an issue not previously identified in writing is required to be addressed, the review may be continued to afford reasonable time for response at the request of either party. No review shall be held or written report required except on thirty (30) calendar days' written notice to Master Developer.

### ***4.2 Opportunity to be Heard***

The review and report required by this Section shall be considered solely by the City Council. Master Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement.

### ***4.3 Action by the City Council***

At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205, NRS 278.02053 and/or this Agreement.

## **SECTION FIVE DEFAULT**

### ***5.1 Material Default; Opportunity to Cure***

In the event of any material default of any provision of this Agreement, the Party alleging such noncompliance shall deliver to the defaulting Party by certified mail a notice of default and opportunity to cure. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which the noncompliance may be satisfactorily corrected. The defaulting Party has ten (10) business days after receipt of the certified mailing within which to satisfactorily correct the noncompliance and during which the defaulting Party shall not be considered in default for the purposes of termination of this Agreement or institution of legal proceedings.

If the material default cannot reasonably be cured within the ten-day cure period, the defaulting Party may timely cure the material default for purposes of this Section if the defaulting Party commences the appropriate remedial action with the ten-day cure period and thereafter diligently prosecutes such action to completion within a reasonable period of time acceptable to the non-

breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than ninety (90) calendar days from the date the notice of material default and opportunity to cure was mailed to the defaulting Party.

If the material default is corrected, then no default shall exist and the noticing Party shall take no further action. If the material default is not corrected within the relevant cure period, the defaulting Party is in default, and the Party alleging material default may elect any one or more of the following courses.

- (a) Amendment or Termination by City. After proper notice and the expiration of the above referenced period for Master Developer to correct the alleged material default, the City may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council. Following consideration of the evidence presented before the City Council and a finding that a substantial default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any Entitlement held in the Project and/or in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) calendar days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a material default existed and whether City was entitled to terminate this Agreement.
- (b) Termination by Master Developer. In the event City materially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after providing notice and an opportunity to cure as set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action for specific performance or other appropriate judicial remedy.

## **5.2 *Unavoidable Delay; Extension of Time***

Neither Party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, natural disasters, terrorist attacks, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, third-party lawsuits, or acts of God. If written notice of any such delay is given to one Party within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the Party receiving the notice within thirty (30) calendar days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer.

## **5.3 *Limitation on Monetary Damages***

City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer (or its permitted assigns) may pursue any course of action available at law or in equity for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

#### **5.4 *Venue***

Jurisdiction for judicial review under this Agreement shall rest exclusively with the Second Judicial District Court, County of Washoe, State of Nevada or the United States District Court, District of Nevada. The Parties agree to mediate any and all disputes prior to filing of an action in the Second Judicial District Court unless seeking injunctive relief.

#### **5.5 *Waiver***

Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

#### **5.6 *Applicable Laws; Attorney Fees***

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorney fees and court costs in connection with any legal proceeding hereunder.

### **SECTION SIX GENERAL PROVISIONS**

#### **6.1 *Duration of Agreement***

The Term of this Agreement shall commence upon the Effective Date and shall expire on the fifteenth (15) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. Master Developer shall have the right to request one extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Master Developer provides written notice of such request for extension to City at least one hundred-eighty ( 180 } days prior to the expiration of the original term of this Agreement;
- (b) Master Developer is not in default of this Agreement at the time of requesting the extension;

- (c) The City Council finds that an extension is in the best interests of the City; and
- (d) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

## **6.2 Expiration of the Agreement**

Expiration of the Agreement term shall not in any manner rescind, modify, or terminate any Entitlement in the Project and/or in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the expiration, and future development of any other portion of the Project not holding such Entitlements shall be subject to all applicable Codes in effect at the time of development. The Parties agree that, in the event of such expiration, the Master Developer and Owner shall consent to the City reverting the zoning designations on any undeveloped portion of the Property back to the respective zoning designations applicable to such undeveloped portion of the Property on the Effective Date of this Agreement.

Notwithstanding any other provision of this Agreement, the Term of this Agreement shall expire on the date of issuance of the certificate of occupancy for or final inspection of the last unit, all infrastructure, and all amenities located within the Project.

## **6.3 Assignment**

The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement. At any time during the Term, Master Developer and its successors-in-interest may sell, assign or transfer all or any portion of its rights, title and interests in the Property, Project (including rights to develop such property in accordance with this Agreement), and this Agreement to any person or entity for development, so long as Master Developer, or a successor master developer has assumed through a written assignment and assumption agreement provided to the City, remains and is obligated and responsible as master developer of the Project for:

- (a) Performance under this Agreement;
- (b) Completion of backbone infrastructure for the Project; and
- (c) Completion of common areas through dedication and acceptance by a common interest community or limited purpose association under NRS Chapter 116.

## **6.4 Indemnity; Hold Harmless**

Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage that may arise from the direct or indirect operations of Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf that relate to the development of the Project. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of

Master Developer's activities in connection with the development of the Project other than any challenges to the validity of this Agreement or City's approval of related Entitlements. Master Developer and City agree to equally pay all costs and attorney fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

#### **6.5 *Binding Effect of Agreement***

Subject to this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the Property that is the subject of this Agreement.

#### **6.6 *Relationship of Parties***

It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any purpose. This Agreement does not create a partnership or joint venture.

#### **6.7 *Counterparts***

This Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to 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.

Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

#### **6.8 *Delegation of Authority***

The City Manager or his or her designee shall have the authority to issue on behalf of the City all notices, demands, correspondence, approvals, and disapprovals required or provided for under this Agreement except as otherwise expressly stated herein.

#### **6.9 *Notices***

All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid, return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

To City: City of Sparks  
Attention: City Manager  
431 Prater Way  
Sparks, NV 89431

To Master Developer: Landstar Companies, LLC  
Attention: Michael Masterson  
18032 Lemon Drive, Suite 367  
Yorba Linda, CA 92886

To Owner: Landstar Companies, LLC  
Attention: Michael Masterson  
18032 Lemon Drive, Suite 367  
Yorba Linda, CA 92886

Any Party may change its address by giving notice in writing to the others and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of certified mail is first attempted.

#### **6.10 *Entire Agreement***

This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

#### **6.11 *Waiver***

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

#### **6.12 *Recording; Amendments***

Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Washoe County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Washoe County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Washoe County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Washoe County, Nevada.

#### **6.13 *Headings; Exhibits; Cross References***

The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

#### **6.14 Severability of Terms**

If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to effect the original intention of the Parties.

#### **6.15 Exercise of Discretion**

Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law.

#### **6.16 No Third-Party Beneficiary**

This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. No third-party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Project, residing in the Project, or residing outside the Project shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer, Owner, or City, nor any right or cause of action for any alleged breach of any obligation hereunder by any Party hereto.

#### **6.17 Gender Neutral**

In this Agreement, unless the context requires otherwise, the masculine, feminine and neutral genders and the singular and the plural include one another.

[Signatures on following pages]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

**CITY OF SPARKS**, a municipal corporation of the State of Nevada

**LANDSTAR COMPANIES, LLC**, a Nevada Limited Liability Company

By: \_\_\_\_\_  
Geno Martini, Mayor

By: \_\_\_\_\_  
Michael Masterson

ATTEST:

By: \_\_\_\_\_  
Teresa Gardner, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chester H. Adams, City Attorney

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**EXHIBIT A  
LEGAL DESCRIPTION  
TO SUPPORT REZONING REQUEST**

**APN: 518-150-11**

ALL THAT CERTAIN REAL PROPERTY, SITUATE WITHIN A PORTION OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 20 EAST. MDM, CITY OF SPARKS, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 23, PER RECORD OF SURVEY MAP 3207, FILE NO. 2079943, IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA;

THENCE S 89°23'54" E, 534.97 FEET TO THE MOST SOUTHWEST CORNER OF ADJUSTED REMAINDER PARCEL 4 OF SAID RECORD OF SURVEY, POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE FROM THE POINT OF BEGINNING, S 89°23'54" E, 1,070.47 FEET;

THENCE N 61°05'35" E, 188.87 FEET;

THENCE N 30°50'05" W, 79.09 FEET TO A POINT OF CURVATURE;

THENCE 401.68 FEET ALONG THE ARC OF A 662.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34°44'20";

THENCE N 65°34'25" W. 24.97 FEET;

THENCE S 69°51'48" W, 965.56 FEET;

THENCE S 61°50'17" W, 16.71 FEET;

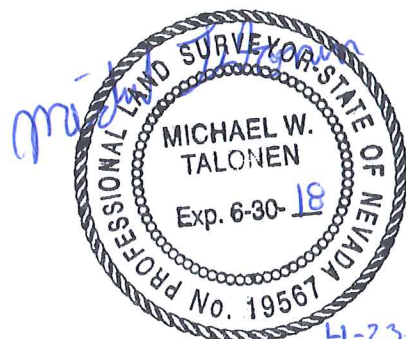
THENCE S 28°09'43" E, 92.59 FEET THE POINT OF BEGINNING.

CONTAINING AN AREA OF 7.72 ACRES OF LAND MORE OR LESS.

THE ABOVE-DESCRIBED PARCEL IS SUBJECT TO ALL EASEMENTS AND RESERVATIONS OF RECORD.

**BASIS OF BEARINGS:** IDENTICAL TO RECORD OF SURVEY MAP NO. 3207, FILE NUMBER 2079943 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

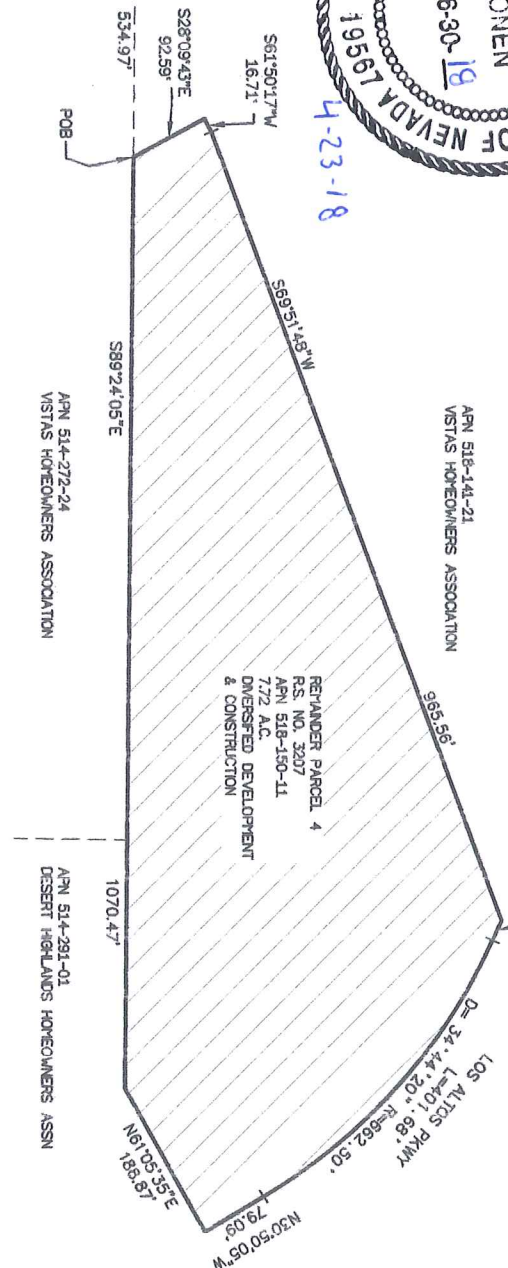
PREPARED BY: MICHAEL TALONEN  
MST SURVEYING  
10650 SANTA FE RD  
RENO, NEVADA 89508  
(775) 544-7817





25  
26  
PER R.S. 3207 POINT OF COMMENCEMENT 1/20 N. R. 20 E. 1/4 M.D.M.

"REZONING AREA"



**EXHIBIT "B"**  
MAP TO SUPPORT LEGAL DESCRIPTION  
APN 518-150-11 "REZONING REQUEST"  
SPARKS, NEVADA

SCALE: 1" = 200  
DRAWN BY: MT  
6-20-17  
17041.00

**MST Surveying**  
SURVEYORS  
1650 Santa Fe Road, Reno, Nevada 89518  
(775) 344-7622 \* (775) 977-8092 Fax \* mstsurveying.com

Exhibit B - Graphic Depiction of Legal Description





Architecture + Planning  
The Leamington Building  
400 Main Street  
Suite 400  
Oakland, CA 94612  
510.272.2910  
ktgy.com

Leadster Concepts  
18322 Lemon Dr., Suite 367  
Yorba Linda, CA 92886

**VISTA TOWNHOMES**  
SPARKS, NV # 2017-1002

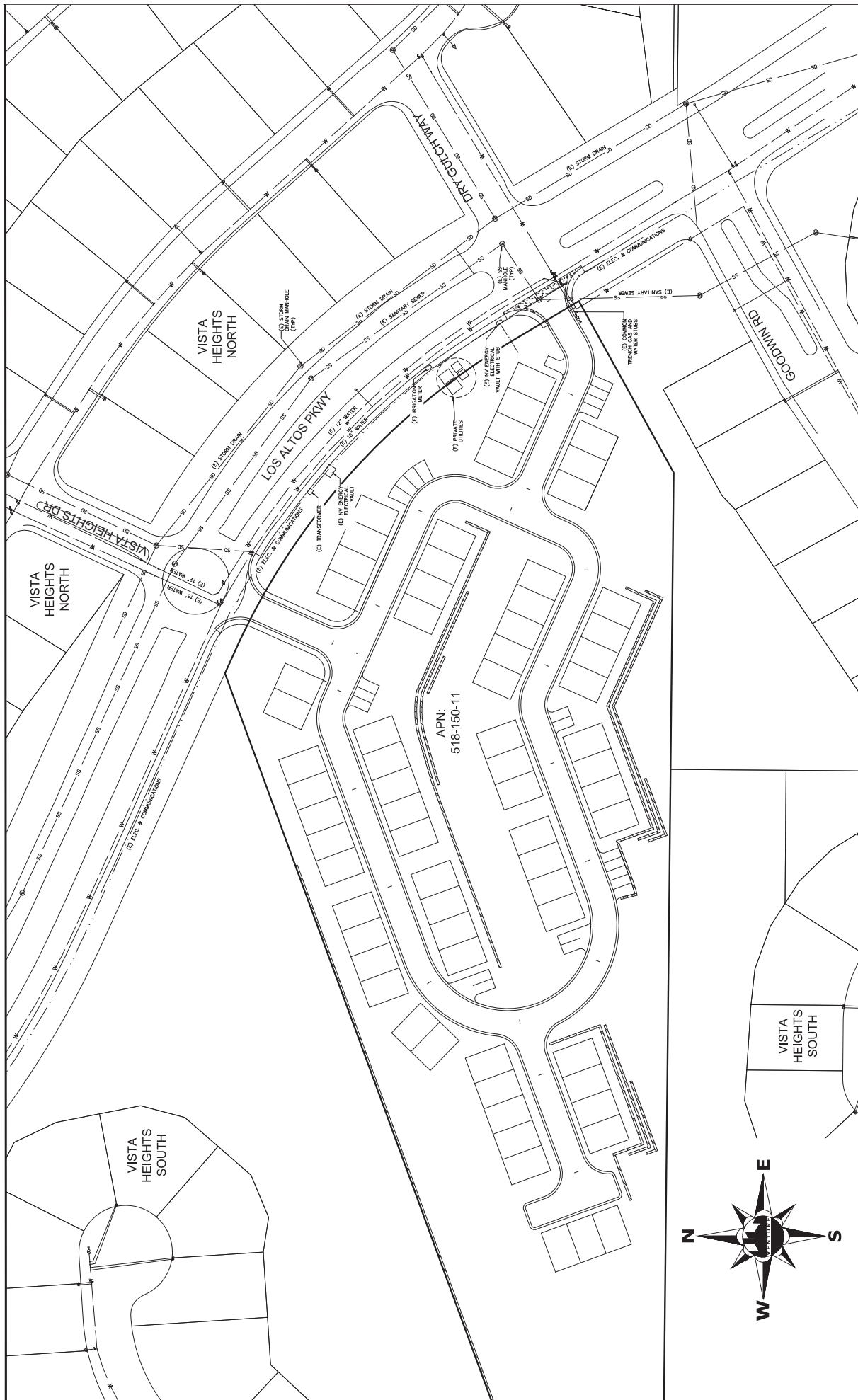
CONCEPTUAL DESIGN  
FEBRUARY 20, 2018



CONCEPTUAL SITE PLAN

A1.0

Exhibit C - Project Plan



**VENTURE ENGINEERING & CONSULTING, INC.**  
 530 E. FLUMB LANE, STE. 4  
 RENO, NV 89502  
 PHONE: (775) 825-8888  
 INFO@VENTURECE.COM

NOT FOR CONSTRUCTION

EXHIBIT FOR  
**VISTA TOWNHOMES**  
 EXISTING UTILITY INFRASTRUCTURE  
 2255 S. LOS ALTOS PKWY, SPARKS, NEVADA

DATE: 4/23/18  
 SCALE: 1"=40' AT 24X36  
 SHEET NUMBER:  
**EX-1**  
 PAGE: 1 OF 1

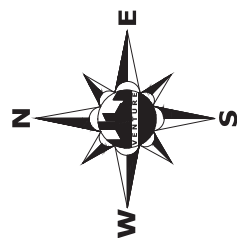


Exhibit D - Infrastructure Plan

## **DESIGN STANDARDS**

The MF-2 zoning district and Sparks Zoning Code provide for specific design standards that will be incorporated in all future development of the site. Below are some of those standards, which provide examples of typical building architecture that would tie in with the neighborhood and be consistent with what has been allowed in the Vistas PUD.

- Minimum site landscaping: 20%
- Minimum parking requirements: 1 space per dwelling unit
- Site Setbacks:
  - Front: 15'
  - Garage: 20'
  - Side: 7.5'
  - Rear: 20'
- Maximum building height: 30'
- Community Amenities: A minimum of three community amenities will be provided from the list below:
  - swimming pool
  - tennis courts
  - horseshoes
  - spa
  - exercise equipment
  - game room
  - community room
  - par course
  - walking trails (minimum one-quarter mile in length)
  - picnic areas to include tables with barbeques
  - volleyball court
  - basketball
  - court and lawn areas for field games
  - play structure
  - Or similar amenities of scale as approved by the Administrator
- To ensure that recreational facilities are conveniently located, the facilities shall:
  - (1) Be located within 1,000 feet from any dwelling unit; and
  - (2) Connected to residential buildings by sidewalks, trails, or open space.
- All living units shall have a private open space (i.e., decks or patios) and shall be contiguous to the units with a minimum of 25 square feet.

### **Building Architecture.**

#### **A. Building Design.**

- (1) There is no specific architectural "style" required for multi-family residential structures. Within a development, the architecture shall include building style, form, size, color, material and roof lines that are complementary.
- (2) In order to avoid boxy and monotonous facades that lack a sense of human scale, buildings shall incorporate articulation with no flat wall planes, exceeding 50 feet vertically or horizontally, unless approved by the Administrator.
- (3) The following standards apply:

- (a) The architectural character (i.e., exterior materials, window trims, cornices, arches, etc.) of the exterior elevations shall be consistent on all sides of the building(s) that are visible from a public right of way.
- (b) Roofs shall have variations in plane accomplished by changes in plane or by the use of traditional roof forms such as dormers (pitched, shed-roof or eyebrow), gables, hipped roofs and variations in pitch. When a flat roof is used, it must relate to the architectural style as approved by the Administrator.
- (c) Stairs shall be compatible with the architecture of the buildings and integrated into the design of the building.
- (d) Access points to units shall be clustered. Use of distinctive architectural elements and materials shall be used to denote entrances.

**B. Building Materials.**

- (1) Exterior elevation shall demonstrate a logical use of materials, unified appearance and complementary materials and colors. The materials shall be architecturally related and avoid frequent changes in materials. Expanses of uninterrupted single exterior materials without planar or color changes are not allowed.
- (2) Change of materials or color shall occur at changes in plane or at a logical break point. Accent colors can be used for shutters, trim, balcony rail, stucco recesses, or cornice bands and shall relate to the architectural character of the building.
- (3) Building materials and color schemes shall be consistent with the chosen architectural style. For example, stucco buildings and mission tile roofs are consistent with Spanish style homes.
- (4) Materials such as brick and stone shall be left in their natural colors.
- (5) Building materials shall include a mix of materials including wood, stone, stucco and brick.