

**AGREEMENT TO EXTEND TIME TO SUBMIT FINAL MAP  
(PCN10023 Kiley Ranch North-Village 38)**

This Agreement to Extend Time to Submit Final Map (“Agreement”), dated this \_\_\_\_ day of October, 2014 (“Effective Date”), by and between **Zozac Land Company, LLC**, a Nevada limited liability company (“Applicant”), and the **City of Sparks, Nevada**, a political subdivision of the state of Nevada (“City”), with reference to the following facts:

**RECITALS**

- A. Applicant owns the real property located in Sparks, Nevada, currently entitled with a 110 lot residential tentative map within the Kiley Ranch North Development, commonly known as Village 38, described on Exhibit “A,” and mapped in Exhibit “A-1” (hereinafter the “Property”).
- B. Applicant applied for and received, at the Sparks City Council meeting on November 22, 2010, the City’s approval of a “Tentative Map” for the development of the Property.
- C. The approved Tentative Map was thereafter known as “Tentative Map PCN10023.”
- D. The City’s approval of Tentative Map PCN10023 included sixteen (16) conditions.
- E. Condition two of the sixteen conditions states as follows:  
Expiration Date  
The Tentative Map shall expire within four (4) years of the date of the City Council approval, unless a Final Map has been recorded in accordance with Nevada Revised Statutes (N.R.S.) 278.360.
- F. The four-year deadline stated in condition two expires on November 22, 2014;
- G. NRS 278.350 authorizes the City to extend the deadline for the Applicant to submit its final plan for approval.
- H. The parties hereto now desire to extend the four-year deadline stated in condition two by allowing the Applicant a (1) one year extension in which to present a final map, in substantial conformance with the Tentative Map PCN10023, to the City for approval.
- I. It is the parties’ intention that this Agreement shall memorialize their agreement to amend Tentative Map PCN10023 by extending, by one (1) year, or to and including November 21, 2015, the Applicant’s deadline to present its final map on the subject property, in substantial conformance with Tentative Map PCN10023, to the City for approval.

**AGREEMENT**

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant and City hereby agree as follows:

1. The parties hereby agree that the deadline for Applicant’s submission of a final plan as required by NRS Chapter 278 is hereby extended by one (1) year, or to and including November 21, 2015.

2. The parties hereby agree that the Recitals set forth above are true and correct and a material part of this Agreement.

3. This Agreement and all documents referred to herein: (i) constitute and are intended as a final expression and a complete and exclusive statement of the understanding and agreement between the parties hereto with respect to the subject matter hereof, (ii) supersede all prior or simultaneous understandings, negotiations, offers, or agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement, and (iii) may not be modified, amended or otherwise changed in any manner except by a writing specifically setting forth such modification, amendment or change and executed by the parties hereto.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

5. This Agreement is the product of arms’ length negotiations between parties of equal bargaining power after consultation with counsel and, therefore, shall not be construed for or against either party. If any term of this Agreement is found to be void, invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Applicant and City, by entering into this Agreement, are acting in their separate and individual capacities and not as employees, partners, joint ventures, agents or associates of one another. Nothing contained in this Agreement creates the relationship of a joint venture, partnership, association or agency between the parties hereto. Neither party shall have any authority to bind or otherwise obligate the other.

8. The parties each hereby agrees that it shall, upon request of the other, execute and deliver such further documents and do such other acts and things as are reasonable necessary and appropriate to effectuate the terms and conditions of this Agreement.

EXECUTED on the dates indicated but with the effective date indicated above.

City:

City of Sparks, Nevada, a municipal corporation.

By \_\_\_\_\_ Date \_\_\_\_\_  
Geno Martini, Mayor

Attest:

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

Approved as to Form

\_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

Applicant:

Zozac Land Company, LLC, a Nevada Limited Liability Company

By \_\_\_\_\_ Date \_\_\_\_\_  
Carlos Vasquez, Managing Member

STATE OF NEVADA )

)

Acknowledgment in Representative Capacity

WASHOE COUNTY )

(NRS 240.1665)

This instrument was acknowledged before me on \_\_\_\_\_

by Carlos Vasquez and \_\_\_\_\_ as Public Notary.

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

Exhibit A

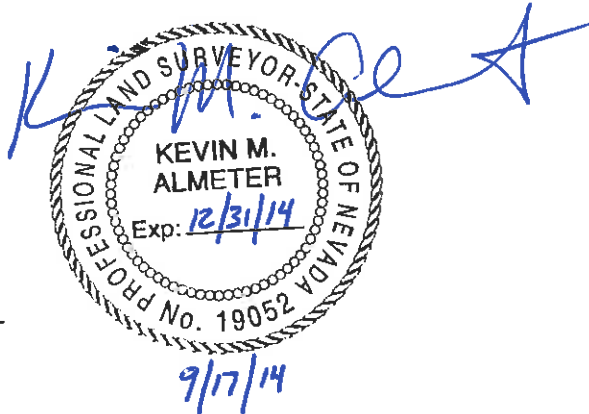
**LEGAL DESCRIPTION  
FOR  
KILEY RANCH VILLAGE 38**

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Fifteen (15), Township Twenty (20) North, Range Twenty (20) East, Mount Diablo Meridian, City of Sparks, County of Washoe, State of Nevada, and being more particularly described as follows:

**BEING** Parcel 1 and Parcel 2 as shown on the 5th Parcel Map for "Kiley Ranch Communities, recorded as Parcel Map No. 4915, on June 18, 2008, as File No. 3661177, filed in the Official Records of Washoe County, Nevada.

APNs: 510-071-33 & 510-071-34

Prepared by:  
Wood Rodgers, Inc.  
5440 Reno Corporate Dr.  
Reno, NV 89511



\_\_\_\_\_  
Kevin M. Almeter, P.L.S.  
Nevada Certificate No. 19052

PHASING PLAN EXHIBIT A-1'  
**KILEY RANCH VILLAGE 38**

*KDH BUILDERS*

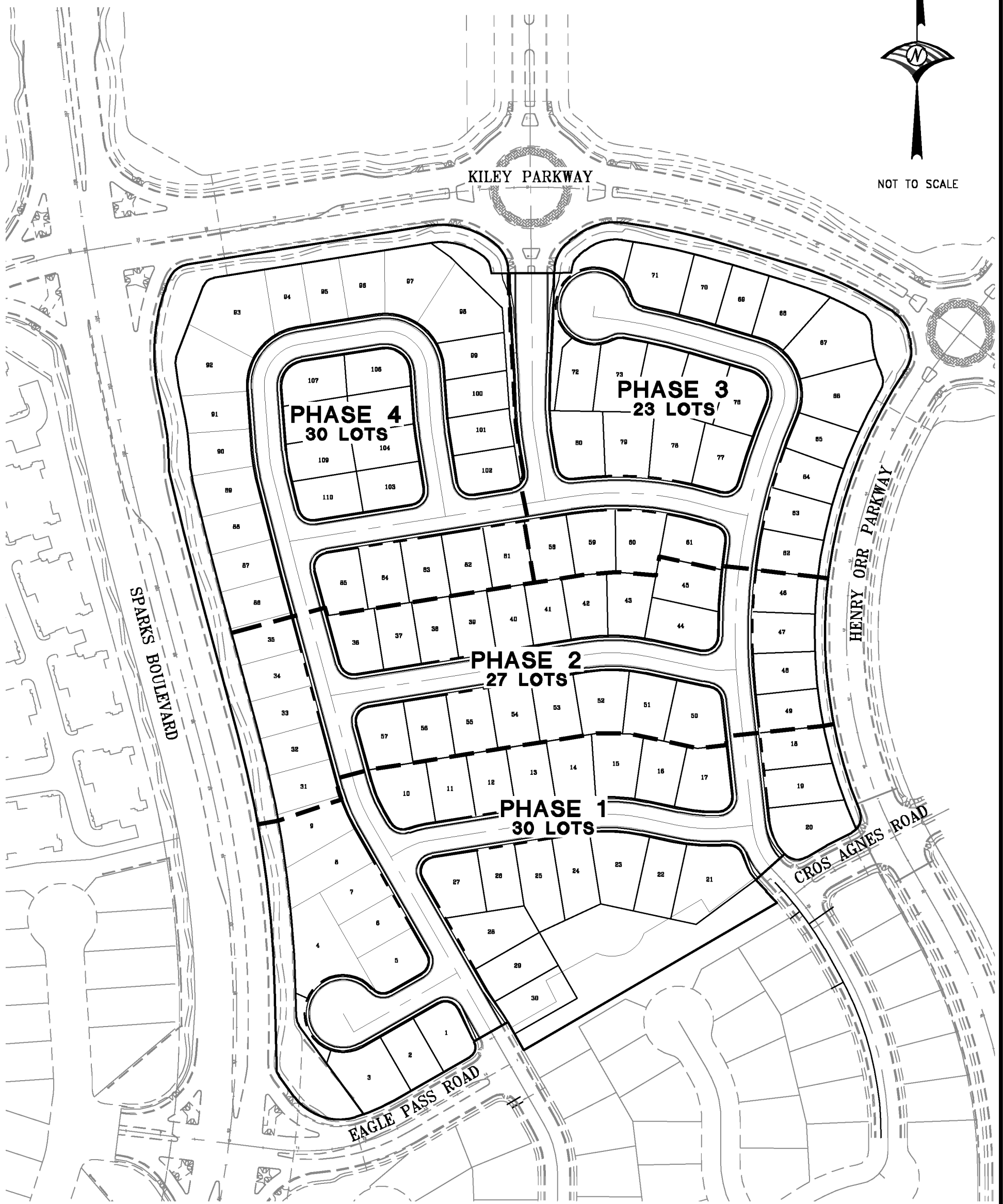
SPARKS

NEVADA

JUNE, 2014



NOT TO SCALE



**WOOD RODGERS**  
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