

BILL NO. _____

ORDINANCE NO. _____

ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT WITH MURPHS LAND HOLDINGS LLC AND THE CITY OF RENO REGARDING REQUIREMENTS AND TIMING OF ABANDONMENT (ABN21-00006 MARKET STREET ABANDONMENT) AS RELATED TO THE REGIONAL TRANSPORTATION COMMISSION - MILL STREET CAPACITY AND SAFETY PROJECT; TOGETHER WITH OTHER MATTERS WHICH ARE CONNECTED THEREWITH OR NECESSARILY PERTAIN THERETO.

A. WHEREAS, Section 278.0201 of the Nevada Revised Statutes enables cities to enter into Development Agreements concerning the development of land; and,

B. WHEREAS, Reno Municipal Code Section 18.08.805 provides an alternative mechanism to provide assurance to a property owner to proceed with and complete an approved development in accordance with a Development Agreement; and,

C. WHEREAS, Developer and the City desire to enter into a Development Agreement to provide assurance regarding requirements and timing of ABN21-00006 (Market Street Abandonment) as related to the Regional Transportation Commission - Mill Street Capacity And Safety Project; and,

D. WHEREAS, after a duly noticed public hearing, public testimony from all interested parties was heard and considered; and,

E. WHEREAS, the City Council determined that the Development Agreement was in conformance with the findings required by RMC 18.08.805 (e)(4).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RENO, NEVADA;

SECTION 1: The Development Agreement between Murphs Land Holdings LLC and the City of Reno, for assurance regarding requirements and timing of ABN21-00006 (Market Street Abandonment), more particularly described in the attached ATTACHMENT 1, is hereby approved and the Mayor of the City is authorized and directed to execute the Development Agreement.

SECTION 2: This ordinance shall be in effect from and after its passage, adoption and publication in one issue of a newspaper printed and published in the City of Reno.

SECTION 3: The City Clerk and Clerk of the City Council of the City of Reno is hereby authorized and directed to have this ordinance published in one issue of the Reno Gazette-Journal, a newspaper printed and published in the City of Reno; and shall cause this original agreement and this ordinance to be filed and recorded with the Washoe County Recorder at the applicant's expense.

PASSED and ADOPTED this 23rd day of August, 2023, by the following vote of the Council:

AYES: _____

NAYES: _____

ABSTAIN: _____ ABSENT: _____

APPROVED THIS 23rd day of August, 2023.

HILLARY SCHIEVE
MAYOR OF THE CITY OF RENO

ATTEST:

MIKKI HUNTSMAN
CITY CLERK AND CLERK OF THE
CITY COUNCIL OF THE CITY OF RENO, NEVADA

EFFECTIVE DATE: _____

ATTACHMENT 1

DEVELOPMENT AGREEMENT

BY AND BETWEEN

MURPH'S LAND HOLDINGS, LLC, A NEVADA LIMITED LIABILITY COMPANY

AND

CITY OF RENO

FOR

MARKET STREET ABANDONMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023 by and between the **CITY OF RENO**, a municipal corporation of the State of Nevada ("City") and Murph's Land Holdings, LLC, a Nevada limited liability company ("Developer"). The City and Developer are sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. City has authority, pursuant to NRS Chapter 278 and Title 18 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. Murph's Land Holdings, LLC, a Nevada limited liability company is the property owner ("Owner") of the Property described on **Exhibit "A"** attached hereto (collectively the "Property"), having parcel numbers 013-081-11, 013-081-12, 013-081-13, 013-081-31, 013-083-03, which Property is adjacent to the right-of-way ("Market Street Abandonment Area") described in **Exhibit "B"** attached hereto and incorporated herein.

C. The Property is intersected by Market Street to the south of parcels 013-081-11, 013-081-12, 013-081-13, 013-081-31 and to the north of parcel 013-083-03.

D. The Parties desire to enter into a Development Agreement for the development of the Property in phases and in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

E. Developer desires that the City abandon the Market Street Abandonment Area from Kietzke Lane to Redwood Place as described on **Exhibit "B"** and depicted on **Exhibit "B-1"** attached hereto in order to develop the Property.

F. The Regional Transportation Commission ("RTC") intends to make operational and capacity improvements on Mill Street from 300 feet west of Kietzke Lane to Terminal Way over the next three years, as shown on **Exhibit "C"**. Because Market Street is and will remain critical for traffic circulation unless and until the Mill Street improvements are constructed, the City of Reno cannot currently make the finding required by NRS 278.480 in order to abandon

Market Street at present.

G. However, if the Mill Street improvements are constructed to include the following:

(a) Widening of Mill Street from four to five lanes 300 feet west of Kietzke Lane to the I-580 southbound entrance ramp;

(b) Free-flow right turn from eastbound Mill Street to southbound I-580;

(c) New signalized intersection at Mill Street and Golden Lane; in conjunction with the realignment of Mill Street access at Redwood Place and the closure of Louise Street access;

(d) Intersection safety and operational improvements at the intersections of Reservation Road and Matley Lane by allowing right-in/right-out only movements to/from Mill Street;

(e) Intersection of Mill Street and Kietzke Lane is modified to widen the radius of the southeast corner of Kietzke Lane turning eastbound to Mill Street,

then City Council can make the finding required by NRS 278.480 to allow abandonment of Market Street as described on **Exhibit “B”** and depicted on **Exhibit “B-1.”**

H. The Parties acknowledge that this Agreement (1) addresses public infrastructure requirements, as currently, traffic circulation requires the existence of Market Street, but the need may be mitigated by the Mill Street improvements; conditions approval of the abandonment on completion of the Mill Street improvements; (2) upon completion of the Mill Street improvements, will not conflict with the objectives, policies, general land uses and programs specified in the master and regional plans; (3) is in conformity with the public convenience and good land use practices, as the abandonment, as conditioned, will allow for a more unified development not intersected by the Market Street Abandonment Area; (4) will not be detrimental to the public health, safety, and general welfare; (5) will not adversely affect the orderly development of property and gives adequate consideration to projected infrastructure demands in terms of the Mill Street improvements; and (6) is consistent with the provisions of NRS

Chapter 278.

I. As a result of the abandonment of the Market Street Area and the timing of abandonment based on the RTC Mill Street Capacity and Safety Project, the City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of vehicular circulation that coincides with the roadway improvements.

J. Developer desires to obtain reasonable assurances that it may develop the Property in accordance with the terms, conditions and intent of this Agreement.

K. Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council, and Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

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:

Art. 1

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:

"Affiliate" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this development agreement and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"City" means the City of Reno, together with its successors and assigns.

"City Council" means the Reno City Council.

"City Manager" means the person holding the position of City Manager at any time or their designee.

"Code" means the Reno Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

"Developer" means the Owner of the Property described in **Exhibit "A"**.

"Development Parcels" means the parcels owned by Developer located adjacent to the Market Street abandonment area.

"Market Street Abandonment Area" means the legal description and boundary of the roadway area to be abandoned as shown on **Exhibit "B"** hereto.

"Director of Development Services" means the Director of the City's Department of Development Services or their designee.

"Director of Public Works" means the Director of the City's Department of Public Works or their designee.

"Effective Date" means the date, on or after the adoption by 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.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Owner" means the person or entity who holds legal title to the Property as described in **Exhibit "A"**.

"Party," when used in the singular form, means either Developer or City and in the plural form of "Parties" means Developer and City.

"Property" means that certain ± 0.46 acres of real property owned by Developer which is adjacent to the Market Street right-of-way that is the subject of this Agreement. The legal description and exhibit map of the Property is set forth in **Exhibit "A"**.

"RTC" means the Regional Transportation Commission of Washoe County.

"RTC Mill Street Capacity and Safety Project" means the RTC sponsored project that includes operational and capacity improvements on Mill Street from 300 feet west of Kietzke Lane to Terminal Way in Reno, Nevada, approximately 0.75 miles in total length, as set forth in **Exhibit "C"**.

"Term" means the term of this Agreement.

Art. 2

APPLICABLE RULES

2.01. Reliance on the Agreement. City and Developer agree that Developer will be permitted to carry out and complete the abandonment of the portion of Mill Street, shown in **Exhibit "B"** in accordance with the terms of this Agreement. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. 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 Property, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Property, except as follows:

a. The development of the Property shall be subject to the Zoning Codes, Building Codes and Fire Codes and fees in effect at the time of submittal of the permit for the particular development activity.

Art. 3

ABANDONMENT OF THE PROPERTY

3.01. Recordation of Abandonment. The Market Street abandonment shall not be recorded until all of the following conditions have been satisfied:

a. This Development Agreement has been executed by both parties and filed with the Washoe County Recorder's Office.

b. The final design of the RTC Mill Street Capacity and Safety Project has been approved and the bid cover sheet has been executed by RTC and the City of Reno, and includes the following:

(i) Widening of Mill Street from four to five lanes 300 feet west of Kietzke Lane to the I-580 southbound entrance ramp;

(ii) Free-flow right turn from eastbound Mill Street to southbound I-580;

(iii) New signalized intersection at Mill Street and Golden Lane; in conjunction with the re-alignment of Mill Street access at Redwood Place and the closure of Louise Street;

(iv) Intersection safety and operational improvements at the intersections of Reservation Road and Matley Lane by allowing right-in/right-out only movements to/from Mill Street;

(v) Intersection of Mill Street and Kietzke Lane is modified to widen the radius of the southeast corner of Kietzke Lane turning eastbound to Mill Street.

c. The RTC has consulted with the Reno-Sparks Indian Colony Tribal Council on the RTC Mill Street Capacity and Safety Project with the above outlined operational and capacity improvements on Mill Street.

d. RTC has finalized all acquisitions of the Mill Street right-of-way and all acquisitions necessary for the Redwood Place realignment.

e. **Recordation of Market Street Abandonment.** Recordation of the Market Street abandonment in the form substantially set forth herein as **Exhibit “D”** may occur once items set forth in Section 3.01 (a)-(d) are complete. If, at that time, full construction of the RTC Mill Street Capacity and Safety Project is not complete, a public access easement allowing public access and traffic circulation in the same manner and at the same level as of the date of recordation of this Agreement shall be reserved in the Abandonment Order, until such time as the RTC Mill Street Capacity and Safety Project is fully constructed. Maintenance of said

public access easement area is the responsibility of the underlying fee owner. Upon final construction and completion of the RTC Mill Street Capacity and Safety Project improvements, the City shall extinguish the public access easement.

Art. 4 REVIEW OF DEVELOPMENT

4.01 Term of the Agreement and Frequency of Review.

a. **Term of the Agreement.** The term of this Agreement is four (4) years from the date of recordation of this Agreement. Notwithstanding the foregoing, if a solicitation of bids for the RTC Mill Street Capacity and Safety Project has not been done by December 31, 2026, this Agreement shall automatically terminate.

b. **Frequency of Review.** Developer shall appear before the City Council to review Developer's compliance with the terms of this Agreement pursuant to NRS 278.0205. The Parties agree that the first review shall occur no later than twelve (12) months after the Effective Date of this Agreement, and Developer shall provide an updated report every twenty-four (24) months on the anniversary date of that first review thereafter, unless sooner requested by City upon thirty (30) days' written notice to Developer.

c. For any such review, Developer shall provide, and City shall review, a report submitted by Developer documenting the extent of Developer's and City's material compliance with the terms of this Agreement during the preceding reporting period. The report shall contain information regarding the progress of the RTC Mill Street Capacity and Safety Project, including without limitation, the status of Market Street abandonment.

d. In the event Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Developer shall be in default of this provision, and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Developer for its reasonable expenses and fees incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed,

the review may, at the request of either Party, be continued to afford reasonable time for response.

4.02 Opportunity to be Heard.

The report required by this Section shall be considered solely by the City Council. 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.

4.03 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.

Art. 5 DEFAULT AND REMEDIES

5.01 Excuse Due to Force Majeure.

a. Except as provided elsewhere herein, if an event of force majeure makes performance of an obligation or cure of a breach or default impossible, such performance or cure is deferred for the duration of the event of force majeure provided that the obligated party (i) within a reasonable time after the commencement of the force majeure notifies the other party of the nature of the event of force majeure, when it commenced, why it makes performance or cure impossible, and the expected duration (if known), and (ii) agrees to and does in fact diligently pursue remediation of the effects of the force majeure, and (iii) agrees to notify the other party immediately when it becomes possible to commence efforts to cure the default.

b. An event of force majeure is defined as (i) without the fault of and beyond the reasonable control of the obligated party, a war; insurrection; riot; flood; earthquake; fire; casualty; act of God; act of a public enemy; quarantine restriction or other effect of epidemic or disease; freight embargo; delay caused by unusually severe or extreme weather; lack of transportation attributable to any of these; or (ii) labor strikes, boycotts or picketing (unless the labor action is taken because of an alleged violation of the prevailing wage provisions in this Agreement, if any); (iii) provided, however, that if the breach or default is the failure to pay money, the force majeure must actually prevent access to or payment from a bank account or payment mechanism, such as during a banking holiday, moratorium, or sabotage of wire or

automated transfer systems. A force majeure does not include general economic or market conditions, or the financial condition of a party even if they are influenced by any of the foregoing.

c. A force majeure is deemed to cease for purposes of this Agreement and a party is deemed to be in breach of an obligation or cure on the earlier of (i) five business days after it becomes possible for the obligated party to commence to perform the obligation or cure and the obligated party fails to so commence the obligation to perform or cure, or (ii) one year from the commencement of the event of force majeure.

5.02 Default.

a. A party shall be in default hereunder in any of the following events or circumstances (subject to force majeure and notice and opportunity to cure if specified):

(i) The party repudiates, breaches, or fails to promptly and fully perform any covenant, condition or agreement contained in this Agreement (subject to force majeure and notice and opportunity to cure).

(ii) Any representation of a material fact expressed herein was false at the time it was made, or, if a continuing representation becomes false as a result of a subsequent event or occurrence; or any warranty made herein is breached at the time made or, if a continuing warranty, is breached as a result of a subsequent event or occurrence (subject to force majeure and notice and opportunity to cure).

(iii) A party attempts to rescind this Agreement in bad faith or when a material failure of a condition precedent to the party's obligations hereunder has not occurred (subject to force majeure and notice and opportunity to cure).

(iv) An event required to occur does not occur by the time required due to the lack of diligence or fault of a party (subject to force majeure and notice and opportunity to cure).

(v) A party makes an assignment for the benefit of creditors or files or suffers the involuntary filing of a petition for appointment of a receiver, or for relief under the U.S. Bankruptcy Code or any federal or state law that provides relief to debtors from creditors and such

petition is not rescinded or resolved within sixty (60) days from the date of filing (not subject to force majeure and notice and opportunity to cure).

(vi) Any interest in the Property or any improvements on the Property, or any right to receive funds under the Property become an asset in a receivership or bankruptcy estate or become the subject of any proceedings (a) relating to prejudgment attachment of assets, (b) a judgment lien, (c) a mechanics lien or any claim for payment of amounts owed for the provision of services or materials to the Property or any Improvements thereon; (d) any execution proceedings for the enforcement of judgments; (e) any foreclosure or enforcement of a security interest; (f) any forfeiture action; or (g) any other action where a party may lose possession thereof (subject to force majeure and notice and opportunity to cure).

(vii) Any other circumstance or event constituting a breach of this Agreement (subject to force majeure and notice and opportunity to cure unless otherwise specified).

5.03 Notice and Opportunity to Cure; Remedies.

a. For those events or circumstances of default listed above which are expressly subject to the notice and cure, and unless otherwise specified in this Agreement, the party intending to declare a default shall first provide written notice in accordance with section 7.06 to the defaulting party of such event or circumstance and the specific action required to cure it and the defaulting party shall have thirty (30) days from the date that the notice is deemed given to cure the default. If a party has commenced to and diligently pursues to cure the default, one or more extensions in time may be granted which may be revoked without advance notice if the defaulting party abandons the attempt to cure or if cure becomes impossible.

b. 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:

(i) Amendment or Termination by City. After proper notice and the expiration of the above-referenced period for 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 material default has occurred by Developer and remains uncured, City may amend or terminate this Agreement. Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section.

(ii) Termination by Developer. In the event City materially defaults under this Agreement, Developer shall have the right to terminate this Agreement after providing notice and an opportunity to cure as set forth in this Section. 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.

5.04 Limitation on Monetary Damages.

The Parties 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, the Parties (or their permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person or entity 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.

5.05 Attorney Fees and Costs.

Each party shall bear its own attorney's fees and court costs regardless of the outcome of any proceedings brought to enforce or interpret this Agreement. In no event shall any prevailing Party in such a legal proceeding be entitled to an award of attorney's fees.

5.06 Venue and Applicable Laws.

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. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

Art. 6 AMENDMENT OR CANCELLATION

6.01 Mutual Consent.

a. This Agreement may be amended by mutual consent of the parties or their successors in interest under the same process as it was entered into.

b. This Agreement may be amended or cancelled unilaterally by the City pursuant to the laws and procedures set forth in NRS 278.0205 and NRS 278.02053, as may be amended from time to time.

c. If the Agreement is cancelled pursuant to § 6.01(b), neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

Art. 7 GENERAL TERMS

7.01 Warranties of Authority and Valid Obligation.

a. Each party who signs this Agreement represents and warrants that he/she has obtained all necessary approvals and has actual authority to execute this Agreement with the effect of binding his/her principal.

b. Each party represents and warrants to the other that it is duly organized and in good standing and authorized to do business in Nevada with full power and authority to enter into, deliver and perform this agreement and that this agreement constitutes the legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms.

7.02 Time Frames and Deadlines.

The parties agree to accomplish the actions within the time frames or deadlines stated herein. Time is of the essence in the performance of the obligations in this Agreement. Unless otherwise specified: (i) the term “days” means calendar days; (ii) the term “business days” means days that both parties are open for business – generally excluding weekends and holidays

recognized by the State of Nevada; (iii) if a deadline falls on a weekend or holiday, then performance is due on the next following business day of the recipient of the performance; and (iv) performance is due by 5 p.m. on the day of deadline.

7.03 Assignment, Binding Effect.

Neither party may sell, assign or transfer any of its rights or obligations under this Agreement without the express written consent of the other Party, which may refuse consent for any reason in its sole discretion. Subject to the foregoing, this Agreement shall be binding on the heirs, successors, trustees, representatives and permitted assigns of the parties.

7.04 Standards for Approvals; Further Acts and Assurances.

a. Unless otherwise specified (such as with the words "sole discretion") wherever this Agreement requires the approval of a party, or any of a party's officers, agents or employees, such approval shall not be unreasonably withheld delayed or conditioned.

b. The City Council of the City of Reno is a governmental body whose decisions are legislative functions that may be subject to public hearings and input, and, except as otherwise provided herein, shall have sole and absolute discretion to approve or disapprove any matter submitted to it provided, however, that decisions are not procured by fraud or bribery, or are arbitrary, capricious or an abuse of discretion.

c. Each party agrees to take all reasonable actions and enter into, execute and deliver all documents reasonably required by the other party to document and carry out the terms of this Agreement. This provision survives the termination of this Agreement.

d. Termination for Non-Appropriation. Pursuant and subject to NRS 354.626, any of City's obligations herein that would require City to expend any money or incur any liability in excess of amounts appropriated for that function or obligation are subject to annual appropriations by the City Council in its sole discretion, and the obligation shall terminate as of the first day of any fiscal year for which funds have not been appropriated in an amount sufficient to pay for the obligation. Upon such termination, City shall not be obligated to make any further expenditures hereunder with respect to the fiscal year commencing on or after the termination date.

7.05 Indemnity; Hold Harmless.

Except as expressly provided in this Agreement, 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 which may arise from the direct or indirect operations of Developer or those contractors, subcontractors, agents, employees or other persons acting on Developer's behalf that relate to the development of the Property. 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 Developer's activities in connection with the development of the Property other than any challenges by Developer to the validity of this Agreement or City's approval of related entitlements. The Parties agree to equally pay all costs for a defense in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement but shall each bear the Parties' own attorney's fees in such action. 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, agents, employees or representatives. This Section shall survive any termination of this Agreement.

7.06 Notices.

Each notice, consent, request, or other communication required or permitted hereunder must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested) by email (with electronic confirmation of receipt), or by recognized international courier, and addressed as specified below. Notice is deemed received by the other party (i) when actually received if sent by first class mail or personally delivered, or (ii) three business days after the date of mailing if delivered by certified or registered mail; (iii) on the date of transmission if delivered by email; or (iv) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Notices by mail or personal delivery shall be addressed as follows:

To City:	City of Reno
	Attn: City Manager
	1 E. 1 st Street
	Reno, Nevada 89501

To Developer:

7.07 Severability.

In the event that any word, clause, or provision herein is declared by a court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, then such offending provision shall be deemed, from the very beginning, to have been modified to the extent to bring it within the limits of validity or enforceability, so long as it is reasonably consistent with the Parties' intent. If, however, such offending provision cannot be so modified, then it shall be severed from this agreement. In either event (modification or severance), all remaining words, phrases, clauses and provisions herein remain fully enforceable.

7.08 Relationship of Parties.

It is understood and agreed that the contractual relationship between City and Developer is such that Develop is not an agent of City for any purpose and City is not an agent of Developer for any purpose. Nothing contained in this Agreement shall be construed as creating a joint venture or partnership.

7.09 Interpretation of this Agreement.

Titles and headlines of this agreement are intended for editorial convenience and are not to be construed as a part of this agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. The word "include" or "including" is not intended as a limitation and shall be construed to include the words "but not limited to." Unless otherwise specified, the word "herein" means anywhere in this Agreement or the attachments. Any reference to the masculine genders includes, where appropriate in the context, the feminine gender. Any term in the singular includes, where appropriate in the context, the plural. The Parties hereto

were each advised by counsel in drafting and negotiating this agreement, and each Party contributed to its contents. No presumptions against or in favor of any party are appropriate based on who drafted this Agreement or any provision herein.

7.10 Entire Agreement; Signature in Counterparts.

a. This Agreement may be executed in counterparts and shall be effective on the last date it is duly executed by all Parties. 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.

b. The Parties agree that this Agreement, together with its attachments, contains the entire agreement of the parties and supersedes any written or oral representations, promises, warranties, or other undertakings made during the negotiation of this Agreement.

7.11 Waiver.

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Developer or approved by the City Council, as the case may be. Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy and shall not be construed as in any manner estopping any party from enforcing in full the provisions hereof. A waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future. A party's acceptance of partial performance shall not be deemed to be an accord and satisfaction or a waiver of or change to any term, covenant or condition of this Agreement.

7.12 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 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 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 Developer and shall be recorded in the Official Records of Washoe County, Nevada.

[End of Agreement – Signature Pages Follow]

**DEVELOPMENT AGREEMENT
(Market Street Abandonment)**

Counterpart Signature Page

CITY:

CITY COUNCIL, CITY OF RENO

By:

Hillary L. Schieve, Mayor

Attest:

City Clerk

By:

Mikki Huntsman, City Clerk

Approved as to Form:

Deputy City Attorney

**DEVELOPMENT AGREEMENT
(Market Street Abandonment)**

Counterpart Signature Page

DEVELOPER

a Nevada limited liability company

By: _____

Name: _____

Title: _____

State of Nevada)

)

County of Washoe)

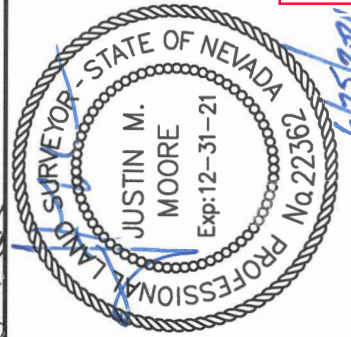
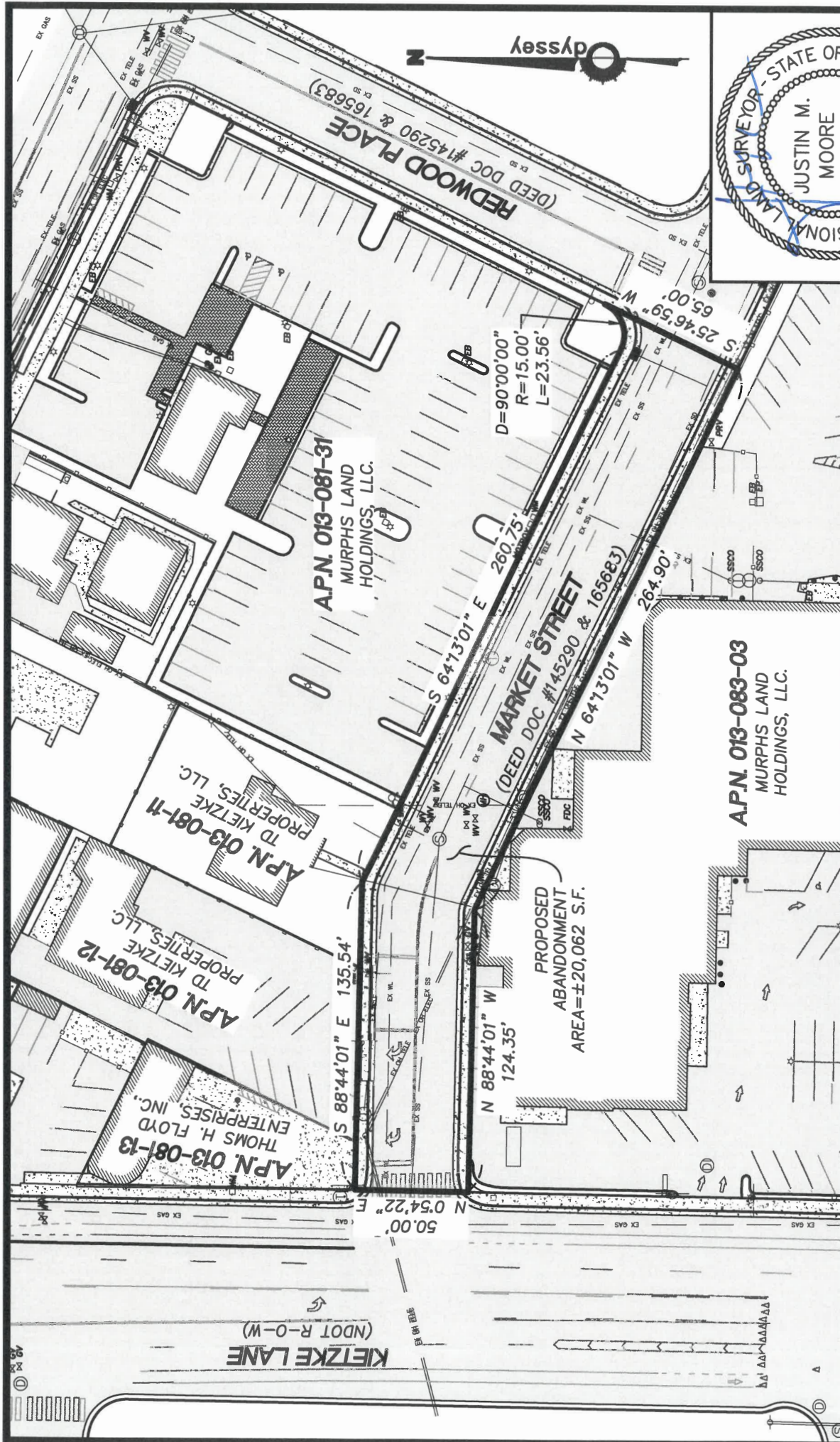
Acknowledgement in representative capacity
(NRS 240.1665)

This instrument was acknowledged before me on _____ by _____
_____ as _____ of **[insert entity]**, a Nevada limited liability
company

Notary Public

EXHIBITS

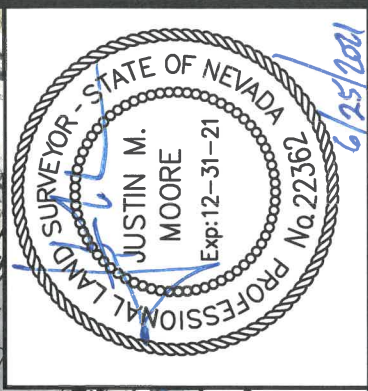
- A. Parcels located adjacent to the Market Street roadway abandonment area
- B. Market Street abandonment legal description and exhibit map
- C. RTC Mill Street Capacity and Safety Project Map
- D. Proposed Abandonment Order




MARKET ST ABANDONMENT AREA		SCALE	SHEET
LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 7, T.19N., R.20E., M.D.M.			
RENO	WASHOE COUNTY	1"=60'	1
	NEVADA		2

SITE PLAN
WWW.ODYSSEY-CIVIL-ENGINEERING.COM

Odyssey ENGINEERING INCORPORATED





SITE PLAN
WWW.ODYSSEY-CIVIL-ENGINEERING.COM

Odyssey
ENGINEERING
INCORPORATED

MARKET ST ABANDONMENT AREA
LOCATED WITHIN THE SOUTHWEST 1/4 OF
SECTION 7, T.19N., R.20E., M.D.M.

RENO **WASHOE COUNTY** **NEVADA**

SCALE	SHEET
1"=60'	2

2

EXHIBIT "A"

**LEGAL DESCRIPTION FOR A PARTIAL
ABANDONMENT OF MARKET STREET**

All that certain real property situate within a portion of the Southwest One-Quarter (NW 1/4) of Section Seven (7), Township Nineteen (19) North, Range Twenty (20) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, being a portion of Market Street as described within Deed Document No. 145290, Book 188, Page 36, recorded September 10, 1946, and all of that certain real property as described within the Deed of Dedication, recorded January 8, 1970, as Document No. 165683, both document's being Official Records of Washoe County, Nevada, and being more particularly described as follows:

BEGINNING at the intersection of the southerly right of way of Market Street as described within aforesaid Deed Document No. 145290, and the easterly right of way of Kietzke Lane (State Route 667) as described within Deed Document No. 177977, Book 242, Page 430, recorded October 18, 1949, Official Records of Washoe County, Nevada;

THENCE northerly coincident with said easterly right of way of Kietzke Lane, North 00°54'22" East, a distance of 50.00 feet to the intersection of said easterly right of way of Kietzke Lane and the northerly right of way of said Market Street;

THENCE easterly coincident with said northerly right of way of Market Street as described within the aforesaid Deed Document No's 145290 and 165683 the following three (3) courses and distances:

- 1) South 88°44'01" East (South 89°30' East per Document No. 145290), a distance of 135.54 feet;
- 2) South 64°13'01" East (South 64°59' East per Document No. 145290), a distance of 260.75 feet to the beginning of a curve to the left, concave northerly, and having a 15.00 foot radius;
- 3) 23.56 feet along the arc of said curve, through a central angle of 90°00'00" to a point coincident with the westerly right of way of Redwood Place as described within aforesaid Deed Document No. 145290;

THENCE southerly departing said right of way, South 25°46'59" West (South 25°48'13" West per Document No. 165683), a distance of 65.00 feet to a point coincident with the aforesaid southerly right of way of Market Street;

THENCE northwesterly coincident with said southerly right of way, North 64°13'01" West (North 64°59' West per Document No. 145290), a distance of 264.90 feet;

THENCE westerly coincident with said southerly right of way, North 88°44'01" West (North 89°30' West per Document No. 145290), a distance of 124.35 feet to the **POINT OF BEGINNING** and end of this description.

Containing 20,062 square feet of land, more or less.

SEE EXHIBIT A-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is based on the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:

ODYSSEY ENGINEERING, INC.

Kelly R Combest, P.L.S.

Nevada Certificate No. 16444

895 Roberta Lane, Suite 104,

Sparks, NV 89431



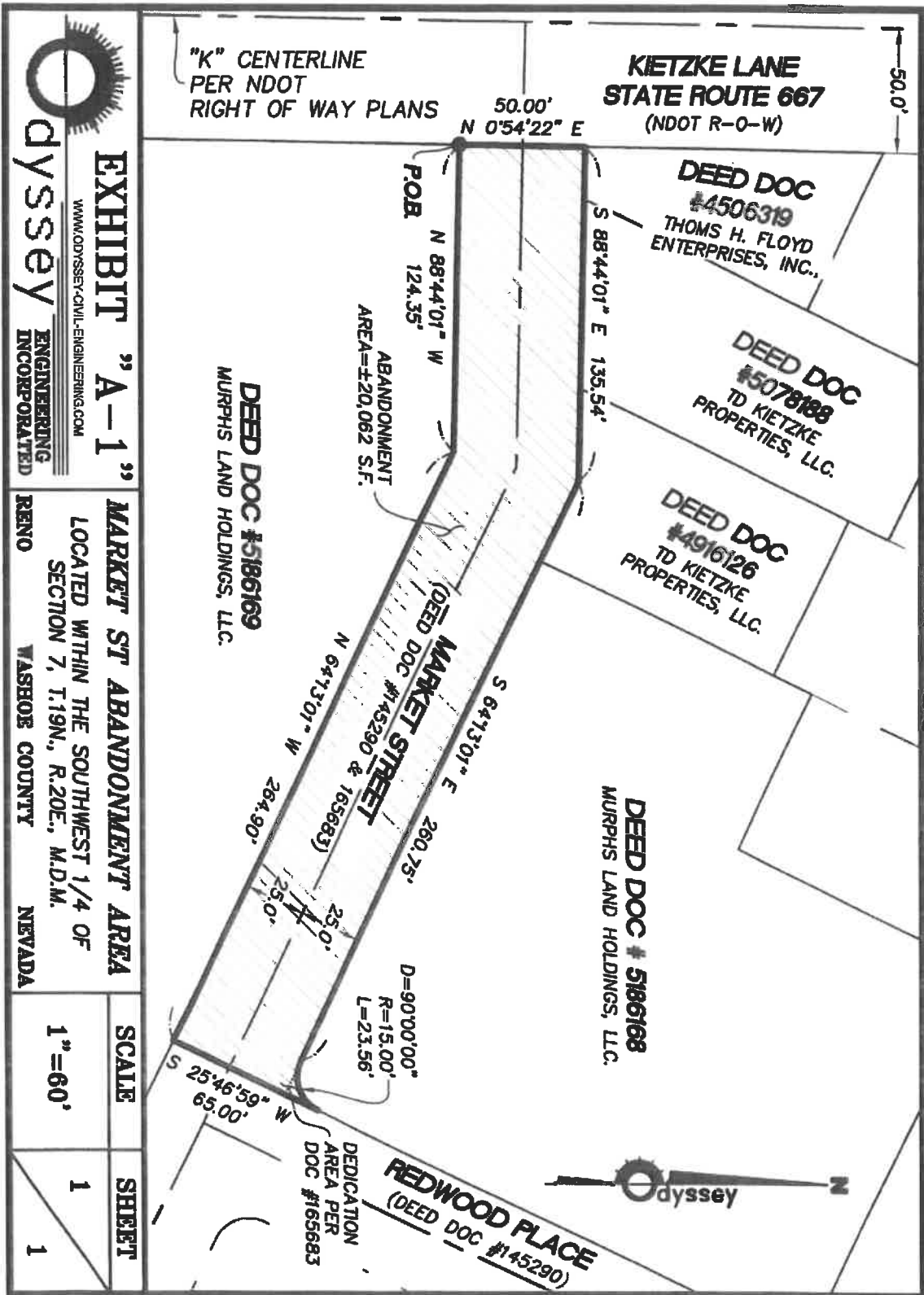


EXHIBIT "A-1"

WWW.ODYSEY-CIVIL-ENGINEERING.COM

odyssey

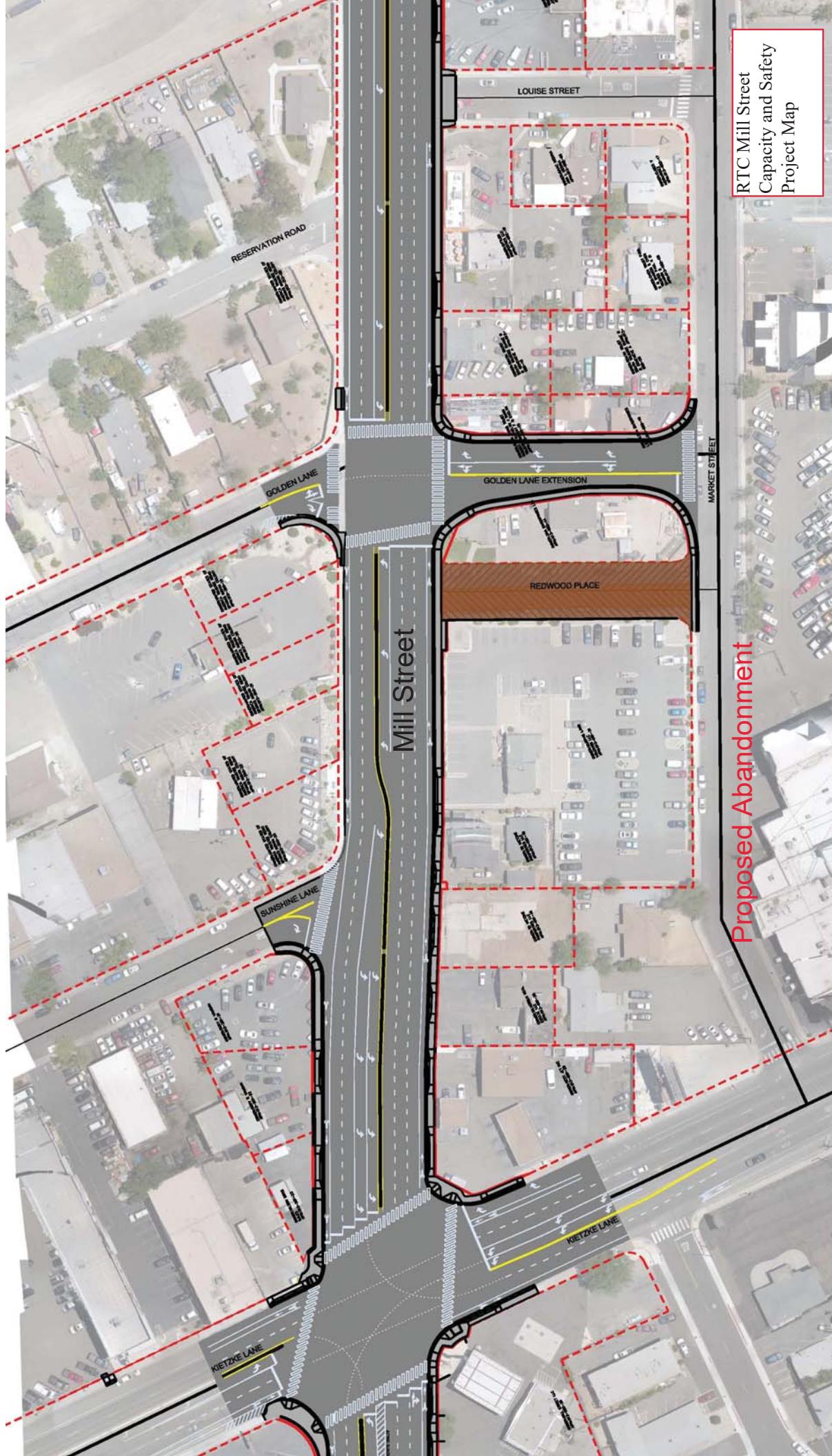
ENGINEERING
INCORPORATED

MARKET ST ABANDONMENT AREA

LOCATED WITHIN THE SOUTHWEST 1/4 OF
SECTION 7, T.19N., R.20E., M.D.M.

RENO WASHOE COUNTY NEVADA

SCALE	SHEET
1"=60'	1
	1



Recording requested by &
When recorded, return to:
City of Reno
City Clerk
P.O. Box 1900
Reno NV 89505

Mail Tax Statements To:
Murph's Land Holdings, LLC
2100 Kietzke Lane
Reno, Nevada 89502

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040
--

**ORDER OF ABANDONMENT
ABN21-00006 (Market Street Abandonment)**

A ± 20,062 square foot right-of-way located: 1) between Kietzke Lane to the west and Redwood Place to the east, south of and parallel to Mill Street

WHEREAS:

- A. A petition to vacate or abandon a public right-of-way was filed with the City of Reno by the owners of some of the real property abutting the public alley right-of-way, further described in Exhibit "A" and depicted in Exhibit A-1 of this order;
- B. As required by NRS 278.480(6), notice to public utilities and video service providers serving the affected area has been given;
- C. A duly noticed public hearing was held by the City Council for the City of Reno on June 7, 2023, for the purpose of considering the proposed abandonment, and it was duly moved, seconded and passed by the City Council of the City of Reno that the public alley and right-of-way described in Exhibit "A" and depicted in Exhibit A-1 be vacated and abandoned in accordance with the time frame and conditions precedent set forth in the Development Agreement between the City of Reno and Murph's Land Holdings, LLC, which was approved concurrently with the abandonment;
- D. Based on information received in the written staff report and at the public hearing, this Council finds that the abandonment will not result in a material injury to the public provided that the conditions precedent set forth in the Development Agreement have been met;

NOW THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Reno:

1. That the public alley right-of-way more particularly described in Exhibit A and depicted in Exhibit A-1 hereto is VACATED and ABANDONED pursuant to the laws of the State of Nevada and title to said property shall revert and vest in the abutting property owners in the approximate proportion that the property was dedicated by the abutting property owners or their predecessors in interest as provided in NRS 278.480(7).
2. RESERVING, however, to the City of Reno (i) any and all appurtenant water rights, whether surface or groundwater; (ii) an easement to the City of Reno for the construction, expansion, maintenance, repair and operation of sewer lines running underneath the abandoned area described in Exhibit A and depicted in Exhibit A-1, which sewer easement is relocatable and resizable with future development and the approval of the Director of the City of Reno Development Services Department, or his or her authorized designee (the "Administrator"), provided that any relocated sewer and utility lines shall be accomplished in such a fashion that flow, capacity, access and other functions are not diminished relative to their current configurations; (iii) a blanket public utilities easement over, under, across and through the abandoned area described in Exhibit A and depicted in Exhibit A-1, for the benefit of all public utilities for the, operation, maintenance, repair, and reconstruction and upgrade of existing public utility facilities, and access thereto. The public utility easements are relocatable and resizable with future development and approval of the affected utility.
3. This Order shall be recorded in the County Recorder's office, Washoe County, Nevada.

[signature on next page]

DATED: This _____ day of _____, 202.

City of Reno, a municipal corporation

By _____

Hillary Schieve, Mayor

STATE OF NEVADA)

) SS Acknowledgement in a representative capacity

COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, by
Hillary Schieve, as Mayor of the City of Reno.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION FOR A PARTIAL ABANDONMENT OF MARKET STREET

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