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BENTLY SCIENCE PARK  
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into this 18<sup>th</sup>  
day of June, 1984, by and between DOUGLAS COUNTY, a  
political subdivision of the State of Nevada, by and through its  
Board of Commissioners, whose post office address is P. O. Box 218,  
Minden, Nevada 89423, hereinafter referred to as "COUNTY", and  
BENTLY NEVADA CORPORATION whose post office address is P. O. Box  
157, Minden, Nevada 89423, hereinafter referred to as "BENTLY",

WITNESSETH:

WHEREAS, BENTLY NEVADA CORPORATION is the owner of that certain  
real property located in the County of Douglas, State of Nevada,  
more particularly described on Exhibit "A" attached hereto and in-  
corporated herein by this reference, and hereinafter referred to  
as the "property"; and

WHEREAS, BENTLY applied for and received approval on August 18,  
1983, of a Master Plan Amendment from Open Space to Industrial  
and a Change of Land Use from A-4 (Farm, Forest and Open Reserve)  
to ME (Industrial Estates) for the property subject to a Resolution  
of Intent and conditions, attached hereto as Exhibit "B", and

WHEREAS, BENTLY applied for and received approval on March 15,  
1984, of a Special Use Permit for the Bently Science Park Master  
Plan subject to conditions attached hereto as Exhibit "C",

NOW, THEREFORE, the parties hereto in consideration of the  
mutual covenants, conditions and promises herein contained, do  
agree as follows:

1. EFFECT OF AGREEMENT: This Agreement is to define, delineate,  
modify and expand upon conditions of approval attendant to  
COUNTY'S approval of the Bently Science Park.
2. PROJECT CHARACTERISTICS: The project, Bently Science Park, shall  
be developed consistent with the Bently Science Park Master

Plan as submitted to the Douglas County Department of Community Development March 15, 1984. Substantial deviation from the Master Plan shall require approval by the Board of Commissioners by amendment to the Master Plan.

3. PHASING: Phase I shall be substantially completed by October 1, 1986. Phase I shall include substantial completion of a seven-acre park, the paving of Orchard and Buckeye Roads, sewers as needed for existing buildings, the printed circuit board facility and a headquarters facility for Bently Nevada Corporation. Further phases may be completed as BENTLY determines necessary for its needs and marketing requirements. Failure to complete Phase I as indicated, absent extension, shall render the project null and void.
4. OFF-SITE IMPROVEMENTS: As required by County approvals BENTLY shall, concurrent with Phase I and prior to occupancy of the first building, complete the following off-site improvements:
  - A. Orchard Road shall be improved to County standards as a two-lane roadway from Toler to Buckeye Road pursuant to plans approved by the County.
  - B. Buckeye and Sixth Street shall be improved to current County standards by BENTLY as a two-lane roadway from Highway 395 to the eastern boundary of the property described in Exhibit "A". Prior to commencement of construction, plans shall be prepared by BENTLY which shall be subject to COUNTY approval. As necessary, right-of-way shall be dedicated or acquired by BENTLY for the roadway described above. COUNTY agrees to cooperate and aid in any condemnation proceedings necessary.
  - C. BENTLY agrees to participate with COUNTY in the signalization of Sixth Street and Highway 395. Participation will

be by way of payment for 50% of design and construction costs but in no event shall exceed \$50,000.00. Payment shall be made to COUNTY within thirty (30) days upon COUNTY providing to BENTLY documentation of actual expenditures by COUNTY.

Future phases shall be reviewed for their traffic impacts upon Buckeye Road, and COUNTY may require improvements to such road as it passes through the property owned by BENTLY, such as turn lanes, acceleration-deceleration lanes, additional lanes and/or other traffic related improvements. BENTLY shall have no responsibility for the maintenance or repair of any portion of the roadways named above or shall have no liability arising out of providing improvements after acceptance of the improvements by COUNTY.

5. UTILITIES: Utility capacity and distribution plans, including those for domestic sewer, domestic water, fire protection, industrial waste, electrical, gas, telephone, etc. shall be subject to review and approval by COUNTY and other applicable agencies. Domestic sewage treatment and disposal and industrial waste treatment and disposal systems shall be temporary until such time as a regional treatment and disposal facility is available to the property and accepted for treatment by the regional facility.
6. FIRE PROTECTION: Fire protection systems shall be reviewed and approved by COUNTY and the East Fork Fire Protection District consistent with Factory Mutual or Insurance Services Office standards. Fire protection shall include on-site fire flows, fire sprinklers, alarms, and equipment access as appropriate.
7. FLOODING, DRAINAGE, EROSION CONTROL: A final flood plane analysis shall be completed and filed with appropriate agencies

prior to installation of any building or waste treatment facilities in the area currently identified as subject to flooding.

Development of the project shall be in compliance with COUNTY flood plane ordinances.

An erosion control and drainage plan done according to "Best Management Practices" shall be submitted by BENTLY for review and approval by COUNTY. If substantial changes occur to later phases, further review and approval may be necessary.

8. DESIGN REVIEW: Any items contemplated to be reviewed by the Design Review Process pursuant to Title 17 of the Douglas Dounty Code shall be so reviewed.
9. WATER MONITORING: A comprehensive monitoring program shall be developed prior to completion of Phase I of the Master Plan and shall encompass domestic and industrial waste discharges. The program shall include monitoring wells and shall allow access to the wells for independent monitoring by COUNTY. The monitoring program shall be reviewed and approved by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first above written.

"COUNTY"

DOUGLAS COUNTY, a political subdivision of the State of Nevada

BY Herb Witt  
HERB WITT, Chairman  
DOUGLAS COUNTY BOARD OF COMMISSIONERS

ATTEST:

SEAL Ivonne Bernard  
IVONNE BERNARD, County Clerk

"BENTLY"

BENTLY NEVADA CORPORATION

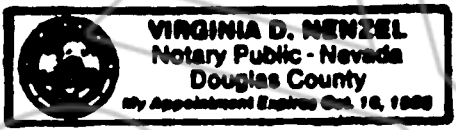
BY Donald E. Bently  
DONALD E. BENTLY, President  
BENTLY NEVADA CORPORATION

105986

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On the 18<sup>th</sup> day of June, 1984, before me,  
VIRGINIA D. NENZEL, a Notary Public in and for said  
state, personally appeared DONALD E. BENTLY, who is President of  
the BENTLY NEVADA CORPORATION, personally known to me to be the  
person who executed the above instrument on behalf of said cor-  
poration, and acknowledged to me that he executed the same for the  
purposes therein stated.

*Virginia D. Nenzel*  
Notary Public



COPY

REQUESTED BY  
*Shaw, Heaton et al*  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'84 AUG 31 AIO:24

SUZANNE BEAUDREAU  
RECORDER

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\$ 9.00 PAID JU DEPUTY

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