

1 DEVELOPMENT AGREEMENT

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3 THIS AGREEMENT, made this 4th day of ~~September~~ October, 1984,  
4 by and between Douglas County, Nevada, a political subdivision  
5 of the State of Nevada, hereinafter referred to as "COUNTY" or  
6 "THE COUNTY" and ST. GALL'S CATHOLIC CHURCH, Roman Catholic Diocese  
7 of Reno and Las Vegas, hereinafter referred to as "CHURCH" and  
8 "THE CHURCH".

9 W I T N E S S E T H:

10 WHEREAS, THE CHURCH in contemplation of the issuance by  
11 THE COUNTY of a Certificate of Occupancy for the new St. Gall's  
12 Catholic Church located at 1343 Certerville Lane, (State Route  
13 756) A.P.N. 25-142-09; T12N, R20E, Section 4, prior to the  
14 completion of certain items related to the construction delineated  
15 hereinbelow agrees to the conditions of occupancy, also as stated  
16 hereinbelow; and

17 WHEREAS, THE COUNTY has agreed that the items remaining  
18 to be completed by THE CHURCH are sufficient to meet all life  
19 safety requirements prior to occupancy, and therefore agrees to  
20 issue a Conditional Certificate of Occupancy to the CHURCH, which  
21 Certificate of Occupancy shall become unconditional upon the  
22 completion of the items pursuant to the terms and conditions  
23 contained hereinbelow.

24 NOW, THEREFORE, for and in consideration of the mutual  
25 obligations, covenants and warranties contained herein, the  
26 parties hereto agree as follows:

27 I.

28 CERTIFICATE OF OCCUPANCY

29 THE COUNTY does hereby agree to issue a Certificate of  
30 Occupancy to THE CHURCH upon the terms and conditions herein  
31 stated, and upon the execution of this agreement calling for the  
32 future completion of those terms and conditions by THE CHURCH.

1 Further, THE COUNTY agrees to issue said Certificate of Occupancy  
2 prior to October 6, 1984, the date the CHURCH has specified as its  
3 projected date of occupancy.

4 II.

5 ON-SITE IMPROVEMENTS

6 The on-site improvements shall be constructed in a phased  
7 manner, with all improvements required to accomodate the CHURCH's  
8 development plans previously submitted to the COUNTY, completed  
9 within Thirty Six (36) months of the date of occupancy by the  
10 CHURCH. The parties hereto agree said occupancy date shall occur  
11 on or about October 6, 1984. The CHURCH shall complete and comply  
12 with all COUNTY requirements within this time frame relating to  
13 the paving of the parking area, the paving of access drives, the  
14 striping of the parking area, the installation and planting of  
15 landscape areas within the parking lot pursuant to the COUNTY's  
16 staff comments on that certain map submitted by THE CHURCH on  
17 October 12, 1983, the submission of a plan for the balance of the  
18 undeveloped area relating to the landscaping thereof, and a plan  
19 submitted for exterior lighting details, said plan calling for  
20 installation of such lighting fixtures as will be installed prior  
21 to the expiration of Thirty Six (36) months.

22 III.

23 TERM OF AGREEMENT

24 The term of this agreement shall be for Thirty Six (36)  
25 months from October 6, 1984, unless extended pursuant to this  
26 paragraph.

27 Either party may request, in writing, an extension of  
28 the time frames for the completion of the requirements of this  
29 agreement in the event that any conditions remain unfulfilled at  
30 the expiration of Thirty Six (36) months. At such time, the  
31 parties agree to examine the remaining unfulfilled conditions and  
32 negotiate whether any security need be posted for their completion.

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IV.

NOTICES

All notices required or permitted to be given by law or by the terms of this agreement shall be in writing and shall be considered given, (a) upon personal services of a copy to the person so served, or (b) 48 hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the person to be served and properly deposited in the United States Mail. Notices shall be given to the parties when sent at the following addresses:

"COUNTY"

"CHURCH"

Douglas County  
Community Development Dept.  
P.O. Box 218  
Minden, NV 89423  
(702) 782-9000

St. Gall's Catholic Church  
c/o Michael Smiley Rowe, Esq.  
P.O. Box 2080  
Minden, NV 89423  
(702) 782-8141

V.

CHOICE OF LAW

This agreement is to be governed by and construed in accordance with the laws of the State of Nevada as they exist from time to time.

VI.

SEVERABILITY

The unenforceability, invalidity or illegality of any of the provisions of this agreement shall not render the other and remaining provisions unenforceable, invalid or illegal and the remaining provisions shall apply and not in any way be effected or impaired thereby.

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IN WITNESS WHEREOF, the parties hereto have set their hands on the date and year first above written.

DOUGLAS COUNTY NEVADA,  
a political subdivision

ATTEST:

SEAL

By: Yvonne Bernard  
Yvonne Bernard, Clerk  
Douglas County

By: Herbert Witt  
Herbert Witt, Chairman

ST. GALL'S CATHOLIC CHURCH,  
Roman Catholic Diocese  
of Reno and Las Vegas

By: Norman F. McFarland  
Bishop Norman F. McFarland

By: Father John J. Corona  
Father John J. Corona

REQUESTED BY  
Michael S. Rowe  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

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