

John
Renzi

FILED

NO. 88-051

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BARBARA REID
CLERK

BY *[Signature]* DEPUTY

Dated June 29 1988

SUPPLEMENTAL
DEVELOPMENT AGREEMENT

David A. Williams

and

DOUGLAS COUNTY, NEVADA,
a political subdivision of
the State of Nevada

192140

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COPY

SUPPLEMENTAL
DEVELOPMENT AGREEMENT

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT, made and entered into this 20th day of July, 1988, by and between David A. Williams, as the owner of that certain property within the project known as Dangberg Villages, hereinafter referred to as "OWNER" and DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY",

WITNESSETH:

WHEREAS, Dangberg Villages was previously the subject of a Master Plan Amendment and Special Use Permit for a Planned Unit Development approved by the Douglas County Board of Commissioners on February 16, 1984, and Change of Land Use approved on August 9, 1984, which development is now commonly referred to as Dangberg Villages; and

WHEREAS, the Master Plan for Dangberg Villages (the Project) provides that the Project may be comprised of up to 535 dwelling units in varying densities and types, including mobile homes, a 7.6 acre commercial site, open space areas, and other uses customarily associated with a planned community; and

WHEREAS, the area of the Dangberg Villages project was divided into large parcels pursuant to a Land Division Map recorded July 5, 1979, by G.S.F. Development Co., and several parcels have been sold to individuals other than the developer; and

WHEREAS, OWNER is the purchaser of one of the parcels referenced above within the Dangberg Villages project, which is identified as Parcel 21 of the G.S.F. Land Division Map; and

WHEREAS, COUNTY has entered into a Development Agreement encompassing the majority of the Dangberg Villages project with KDT, Inc., and this Agreement supplements that Agreement for the property of OWNER; and

WHEREAS, OWNER and COUNTY mutually desire that the Dangberg Villages project, and specifically OWNER's property as identified above, be developed in a consistent manner with the approved Dangberg Villages Master Plan; and

NOW, THEREFORE, for good and valuable consideration, and the mutual covenants, conditions, and promises herein contained, the parties do agree as follows:

I.

PROJECT CHARACTERISTICS AND ADMINISTRATION

Dangberg Villages is a planned unit development project within the P-1/TR, E-2/TR, A-1, A-3, C-1, R-3, and A-4 zone designations together with all of the uses accessory to and customarily incidental to the above-referenced zones.

Based on the present planned unit development master plan, the Dangberg Villages Project will be comprised of approximately 535 dwelling units and other uses as depicted on the master plan, attached hereto as Exhibit "C".

The property of OWNER is designated on the Dangberg Villages Master Plan for Industrial Reserve uses within the A-2 zone. It is understood that OWNER is in the process of amending the master plan to Industrial and changing the zoning to industrial in conformance with the

Dangberg Villages Master Plan and this agreement will not interfere with the OWNER's ability to proceed with the amendment process underway.

Development of OWNER's property shall be subject to normal review by COUNTY as required for all projects within Douglas County.

Owner agrees to participate in any local assessment district formed for the area for water, sewer, or roadway improvements on a proportional basis with other owners in the region.

II.

APPLICABLE LAW

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

III.


PROJECT AS PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development and no partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between the COUNTY and OWNER is that of a government entity regulating the development of private property within the parameters of applicable law and the owner of such private property.

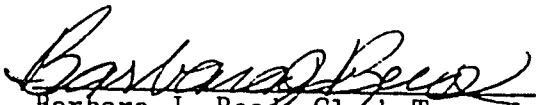
Effective this 11th day of November, 1988.

"COUNTY"

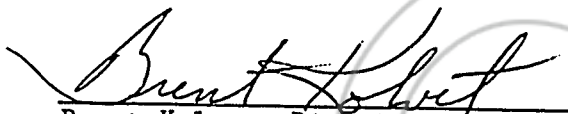
DOUGLAS COUNTY, a political
subdivision of the State
of Nevada

By 
MICHAEL FISCHER, Chairman of
the Board of County
Commissioners

ATTEST:


Barbara J. Reed, Clerk-Treasurer

APPROVED AS TO FORM:


Brent Kolvet, District Attorney

"OWNER"

BY David A. Williams
David A. Williams

STATE OF NEVADA)
COUNTY OF Douglas)

On this 20th day of July, 1988,

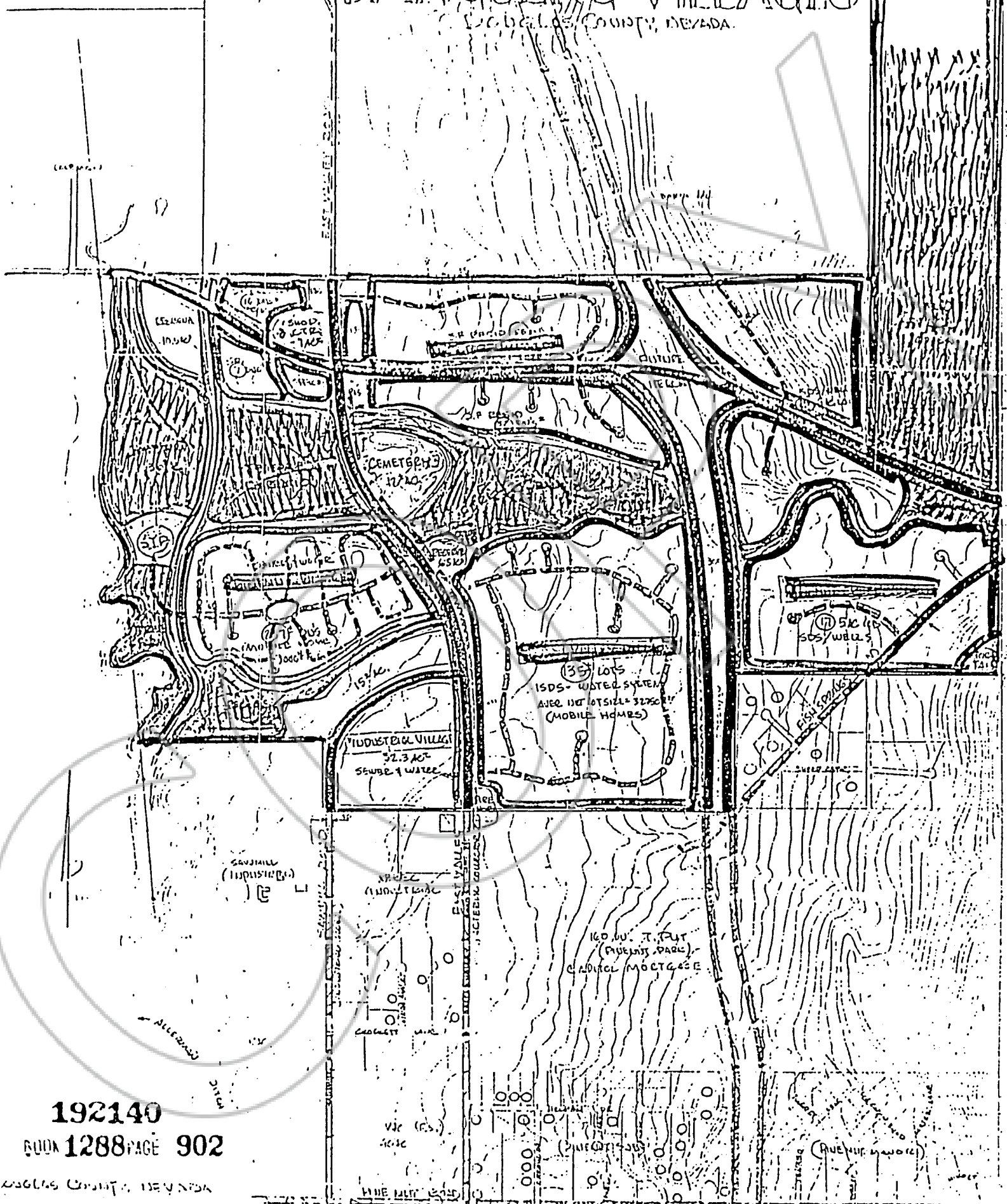
before me, the undersigned, a Notary Public, in and for said County and State, personally appeared David A. Williams, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me, that he did so voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

GENERAL PLAN DANCING VILLAGES

CLATSOP COUNTY, OREGON



192140

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CLATSOP COUNTY, OREGON

AMERICAN SURVEYING & CONSTRUCTION CO. DEC 1985

B.L.M.

Exhibit "C"

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: December 6, 1988
F. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Linda L. Spivey Deputy

SEAL

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

Public Works - D.L.
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SUZANNE BEAUDREAU
RECORDER

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