

John
Renz

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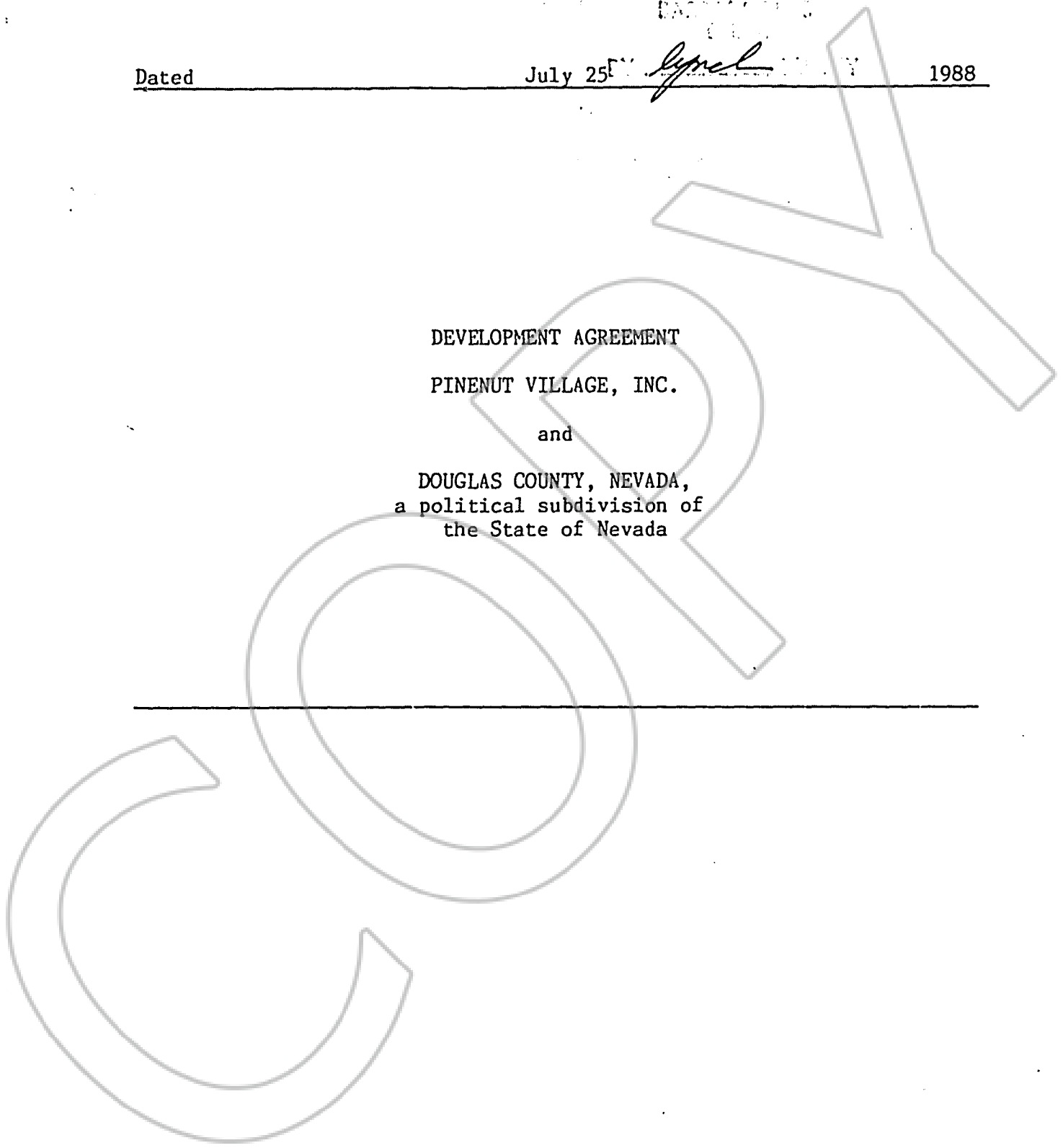
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Dated July 25th 1988 *lynel*

DEVELOPMENT AGREEMENT
PINENUT VILLAGE, INC.
and

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



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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made and entered into this 25th day of July, 1988, by and between PINENUT VILLAGE, INC., as the developer of that certain project known as Pinenut Village, hereinafter referred to as "Developer", and DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY",

W I T N E S S E T H :

WHEREAS, Dangberg Villages, encompassing the area described in Exhibit "A", 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, for which a copy of the official minutes of such actions are attached hereto as Exhibit "B" and incorporated herein by this reference, 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 area, and other uses customarily associated with a planned community; and

WHEREAS, on March 17, 1988, the Douglas County Board of County Commissioners approved a tentative map for an initial two hundred forty (240) units, for Phase I of the Dangberg Villages project known as Pinenut Village, a copy of the official minutes of such action are

attached hereto as Exhibit "C" and incorporated herein by this reference; and

WHEREAS, one of the conditions of the approvals referenced above in Exhibit "B" and "C" was that a Development Agreement be prepared to encompass the entire Dangberg Villages project to set forth the conditions and terms of approval relating to the overall Dangberg Villages project; and

WHEREAS, contemporaneous herewith, the owner of the Dangberg Villages project has entered into a Development Agreement with COUNTY to define the approved land uses; and

WHEREAS, DEVELOPER and COUNTY mutually desire that the Pinenut Village project be developed consistent with the aforementioned Dangberg Villages Development Agreement; and

WHEREAS, COUNTY and DEVELOPER desire to hereafter have the provisions of this Development Agreement govern the development activities of the Pinenut Village project;

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

Pinenut Village is a planned unit development project within the R-1/TR 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 tentative map/planned unit development approval, the Pinenut Village Project will be comprised of approximately 240 mobile home dwelling units and other uses as depicted on the approved tentative map.

The aforementioned approval of the Pinenut Village Tentative Map and its Development Agreement shall serve as the intent by the COUNTY to approve the various final maps of the Pinenut Village project, provided that all of the requisite conditions set forth herein are met.

II.

ADMINISTRATION OF PROJECT DEVELOPMENT

The project shall be developed in accordance with the approval by the Douglas County Board of County Commissioners set forth in Exhibit "C" with the following characteristics and requirements:

2.1 Phasing: The Pinenut Village Tentative Map/Planned Unit Development is anticipated to be developed in two sub-phases.

Any of the final map phases undertaken by DEVELOPER may proceed concurrently with project review and approvals to expedite the time frames for approval and recording. Nothing herein shall restrict the overlapping of phasing and concurrent development so long as the terms of this agreement are adhered to.

2.2 Utility Connections: Within the project, telephone and electrical power shall be provided by DEVELOPER to each mobile home lot and shall be placed underground to each lot or parcel line.

2.3 Final Map Financial Assurance: The approval of the anticipated final maps on each phase of the project shall require a letter of credit to insure completion of all or any portion of the public improvements within such phase equal to one hundred fifty percent (150%) of the estimated construction costs for such improvements. Any assurance provided shall be periodically reduced in accordance with County approval in order that the entire assurance will be exonerated on final completion of improvement construction. DEVELOPER, at his discretion and option, may install any such public improvements within any phase prior to the recordation of that phase's final map in lieu of posting such letter of credit or other security. Public improvements include streets, sewer system, electric, water distribution systems and telephone lines where the same are dedicated to a public or quasi-public agency or body.

2.4 Grading, Drainage, and Erosion Control Measures: A grading, drainage, and erosion control plan shall be submitted with the final map for each of the various phases of the project and shall be subject to approval by the COUNTY staff.

2.5 Restrictive Covenants: Prior to filing the final map for each phase of the project, DEVELOPER shall prepare and submit to the COUNTY conditions, covenants, and restrictions (CC&R's) intended to apply to the property contained within that phase of the project.

2.6 Expiration by Inaction: The project shall be diligently pursued and the approvals referenced above (if no extension has been

granted) shall expire if the Unit I map for the Pinenut Village project is not recorded by March 17, 1990. In such event, DEVELOPER must make reapplication to the Board as if it were a new project. If the Unit I map is recorded prior to March 17, 1990, then this Agreement shall automatically extend for an additional one (1) year period from such date within which the next succeeding phase map must be filed. So long as DEVELOPER files each phase within the one (1) year extension periods provided in this Agreement, as envisioned herein, this Agreement shall remain in full force and effect. DEVELOPER may request additional extensions beyond that contemplated above if done in writing prior to expiration.

2.7 Further Covenants: The COUNTY shall not require payments, contributions or economic concessions as a condition for approvals, authorizations or permits contemplated within or by this Development Agreement other than as provided for herein, or as provided in the Board Approval of March 17, 1988, except for taxes, fees, or other charges applied on a uniform basis by COUNTY to all similarly situated development projects.

III.

PUBLIC SAFETY COMPONENTS

3.1 Fire: DEVELOPER shall construct all improvements in accordance with the Nevada fire code and applicable Douglas County requirements and specifically fire retardant roofing materials will be utilized.

DEVELOPER shall pay a \$400.00 per unit fire fee to the East Fork Fire Protection District prior to recordation of each phase's final map.

DEVELOPER shall provide adequate fire flows as approved by the East Fork Fire Protection District.

IV.

PROJECT WATER AND WASTEWATER SYSTEM COMPONENTS

DEVELOPER shall install a water system to provide domestic water and fire flows to the project subject to approval of the COUNTY. DEVELOPER shall construct and improve the water system consistent with the East Valley System Master Plan. DEVELOPER shall provide the water system with water rights which are reliable, sufficient, and of adequate character to supply the project. DEVELOPER and COUNTY understand and agree that the DEVELOPER and his project have created the need for the water system and will be the beneficiaries of the water system. DEVELOPER and COUNTY also understand and agree that DEVELOPER intends to recapture the costs of the water system through the project itself. DEVELOPER agrees to make a perpetual offer of dedication of the water system and its water rights to COUNTY on each final map. COUNTY may accept this dedication at any time without cost or payment of any kind.

4.2 Wastewater: DEVELOPER or its successors in interest agrees to connect to the proposed "Mid-Valley" sewage treatment facility including line extension to the "Mid-Valley" facility from Pinenut Village upon completion and start of operation of the said facility.

DEVELOPER shall be allowed to construct an independent package treatment plant facility to serve the subject project if the proposed "Mid-Valley" sewage treatment facility is not operational prior to recordation of the first phase of Pinenut Village. The independent on-site facility shall be constructed in accordance with County approval and the Nevada Division of Environmental Protection permit requirements. Adequate financial security shall be provided to Douglas County to insure continued maintenance and operation of the independent on-site facility, for contingent liabilities, and for decommissioning the facility upon its deactivation. An offer of dedication to Douglas County for the treatment facility shall be made with each final map.

If an independent package sewage treatment facility has been developed prior to construction of the proposed "Mid-Valley" facility, disconnection and abandonment of the system and connection to the "Mid-Valley" facility shall be required by COUNTY upon completion and start of operation of the "Mid-Valley" facility.

Costs for the "Mid-Valley" sewage treatment facility may be financed through a Special Assessment District or other acceptable form of financing approved by the DEVELOPER and COUNTY and applied uniformly within the area of the project. If utilization of a Special Assessment District or County Reimbursement Agreement is approved by COUNTY, DEVELOPER, or its successors in interest may seek payment participation or reimbursement for any costs advanced

in furtherance hereof. The provisions herein do not and shall not create any obligation on the part of Douglas County to sponsor or pay the costs for either a Special Assessment District or participate in any reimbursement to the DEVELOPER. Any participation by DEVELOPER or its successors in interest in a Special Assessment District shall be on the same basis as all users similarly situated within the service area or deemed to be entitled to utilization of service in furtherance of any Special Assessment District. Participants within the proposed "Mid-Valley" treatment facility assessment district service area may preview, review, and approve on a joint basis all costs for the facility.

V.

OPEN SPACE - COMMON AREA IMPROVEMENT COMPONENT

Concurrent with construction of each phase of the project, the adjacent open space - common area to the mobile home lots shall be landscaped in accordance with the landscape plan as approved by County staff.

VI.

TRANSPORTATION IMPROVEMENT COMPONENTS

6.1 Internal Project Roads: All internal roads within the project will be designed in accordance with paved county road standards. Final structural section design shall be based on R values of existing subbase and proposed traffic indexes.

6.2 Internal Road Maintenance: All internal roads not

accepted by COUNTY for dedication and maintenance will be maintained by DEVELOPER during the course of construction or any property owner association established after construction for the management of the project property or portions thereof established for the maintenance of roadways. If the property owner association is required to maintain the roadways, then the same shall be treated as private roadways and the association may restrict access to the project, except for police, fire, medical, and/or other emergency vehicles and personnel.

6.3 Sawmill Road: Connection of Sawmill Road shall be

provided at its terminus south of the project to the southern project entrance within the first phase of the project. The portion of Sawmill Road not utilized shall be abandoned pursuant to the County's approval.

6.4 East Valley Road: East Valley Road shall be improved to

County gravel standards during phase 1 from the southern boundary of the project north to Toler Lane. With the last phase of the project the road shall be paved to County standards. COUNTY agrees to apply for and utilize available federal funds for the Pinenut Creek crossing.

6.5 Reimbursement Provisions: COUNTY shall require payment

to DEVELOPER from properties which are adjacent to the improvements constructed by DEVELOPER for Sawmill Road and East Valley Road noted in 6.3 and 6.4 above, but under no circumstance shall Douglas County be required to pay any portion of this payment to Developer, whether such claim is made against Douglas County by Developer or its successors and

assigns or any other party even if Douglas County fails or refuses to require reimbursement. Determination of payment shall be by front footage distribution for improvement costs advanced by DEVELOPER. The payment by users shall be based upon new industrial, commercial, or residential projects approved by Douglas County. All payments would be due and payable as a condition to issuance of a building or construction permits. The reimbursement provision shall terminate ten years from the execution of this Agreement.

6.6 Assessment District: Should an assessment district be formed with regard to construction of Sawmill Road and/or East Valley Road, then DEVELOPER's responsibility under Paragraph VI would cease; however, DEVELOPER would be required to participate through assessments with all other owners within an assessment district in accordance with the plan of the District for road improvements. The repayment provision for improvements would cease upon utilization of an assessment district, also.

VII.

PROJECT CONSTRUCTION REQUIREMENTS

All construction on the project shall be done in accordance with the Standard Specifications for Public Works Construction as adopted by Douglas County and all other applicable state and local codes, ordinances, and statutes.

DEVELOPER may apply for and receive building permits upon completion of the improvements for the applicable phase of the Project. These improvements include, but are not limited to paved streets, curb and gutter, utilities, water, sewers, and drainage. Landscaping improvements may be completed after building permits are received if adequate security is posted with Douglas County.

VIII.

DEFAULT, REMEDIES, TERMINATION

8.1 General Provisions: Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms of conditions of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings, or issuance of any building permit.

After notice and expiration of the thirty (30) day period, the non-defaulting party to this Development Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Special Use Permit. Following notice of intent to terminate, the matter shall be scheduled for consideration and review

by the Douglas County Board of County Commissioners at its next regularly scheduled meeting or within thirty (30) calendar days in the manner prescribed for open meetings under the laws of the State of Nevada.

Following consideration of the facts and evidence presented in said review before the Board of County Commissioners, either party alleging the default by the other party may give written notice of termination of this Development Agreement to the other party.

Evidence of default may also arise in the course of periodic review of this Development Agreement. If either party determines that the other party is in default following the completion of the normal periodic review, said party may give written notice of termination of this Development Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within sixty (60) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, this Development Agreement shall be deemed terminated.

It is hereby acknowledged and agreed that any portion of the project, which is the subject of a final map shall not be affected by or jeopardized in any respect by any subsequent default affecting the Project. In the event the COUNTY does not accept, review, approve or issue necessary permits or entitlements for use in a timely fashion as defined by this Development Agreement, or as otherwise agreed to by the parties, or the COUNTY agrees that DEVELOPER shall not be obligated to

proceed with or complete the project, or any phase thereof, nor shall resulting delays in DEVELOPER'S performance constitute grounds for termination or cancellation of this Development Agreement.

COUNTY may review this project every 24 months as provided in NRS 278.0205(1), and cancel or amend this agreement without consent of the breaching party, if the terms or conditions of this agreement are breached. Notice of intention to amend or cancel any portion of this agreement must be given by publication in a newspaper of general circulation within Douglas County by the party with such intention.

8.2 Enforced Delay, Extension of Times of Performance: In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, any force majeure or similar bases for excused performance. If written notice of such delay is given to the COUNTY within thirty (30) days of the commencement of such delay, and extension of time for such cause shall be granted in writing for the period of the enforced delay, of danger as may be mutually agreed upon.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to

enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. No party to this Agreement shall institute legal action against without first complying with the terms of Article VIII, Default, Remedies, Termination.

IX.

APPLICABLE LAW

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

X.

HOLD HARMLESS AND INDEMNIFICATION

DEVELOPER hereby agrees to, and shall hold the COUNTY, its elective and appointive boards, commissions, officers, agents, attorneys, and employees harmless from any liability for damage or claims for property damage which may arise from DEVELOPER'S or DEVELOPER'S contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for DEVELOPER or any of DEVELOPER'S contractors or subcontractors during the course of project construction and until final approval of said project. DEVELOPER agrees to, and shall defend the COUNTY and its elective and appointive boards, commissions, officers, agents and employees, from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid operations during construction and until final County approval.

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 if formed by this Development Agreement. The only relationship between the COUNTY and DEVELOPER 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.

XII.


EFFECT OF AGREEMENT

This Development Agreement is intended to contain, define, delineate, modify and expand upon all of the conditions attendant to Douglas County's approval as set forth in Exhibit "C" for the Development Agreement and approvals for the development application of DEVELOPER. No other Development Agreement is to be required to implement the project or its component parts as the same is approved and contained in the approval and conditions as set forth by the Douglas County Board of County Commissioners on March 17, 1988.

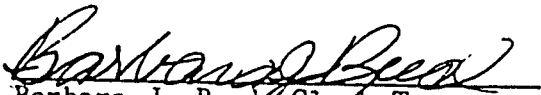
Effective this 11th day of November, 1988.

"COUNTY"

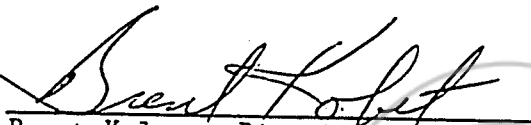
DOUGLAS COUNTY, a political
subdivision of the State of
Nevada

By 
MICHAEL FISCHER, Chairman of
the Board of County
Commissioners

ATTEST:


Barbara J. Reed, Clerk-Treasurer

APPROVED AS TO FORM:


Brent Kolvet, District Attorney

"DEVELOPER"

PINENUT VILLAGE, INC.

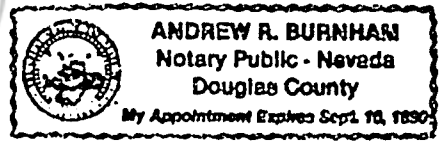
BY S. Jack Meheen
S. JACK MEHEEN, President

STATE OF NEVADA)
COUNTY OF Douglas) ss

On this 25th day of July, 1988, before me, the undersigned, a Notary Public, personally appeared S. JACK MEHEEN, known to me to be the President of PINENUT VILLAGE, INC., who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

Andrew R. Burnham
NOTARY PUBLIC



Dangberg Villages Project

Parcels 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 as set forth on that certain Land Division Map for GSF Development Company, being portion of Section 2, Township 12 North, Range 20 East, M.D.B.&M. filed for record in the office of the County Recorder of Douglas County, Nevada, on July 5, 1979, in Book 779, Page 199, as Document No. 34176, Official Records.

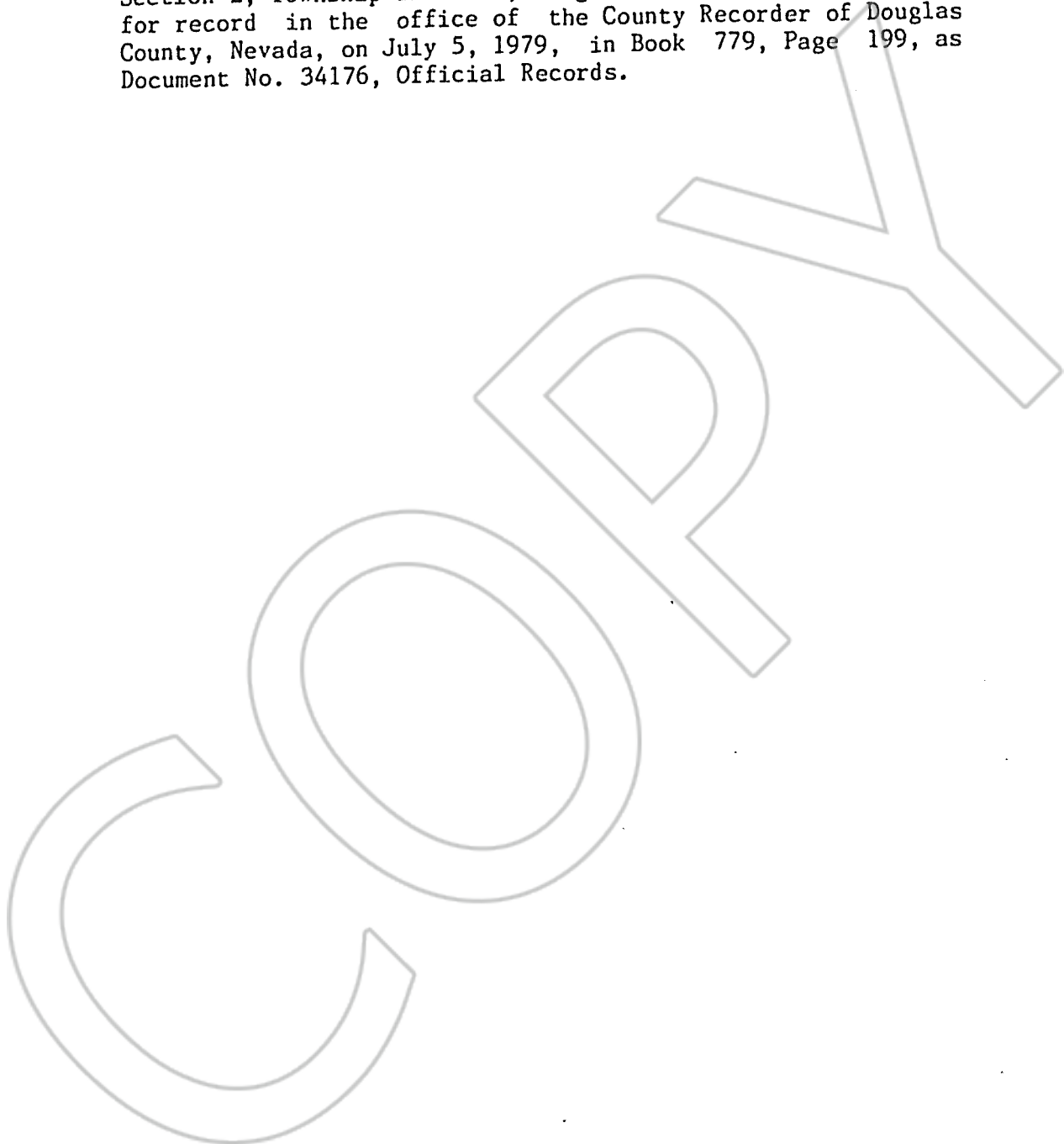


Exhibit A

192141

BOOK 1288 PAGE 923

078
Douglas County Board of Commissioners
Meeting of February 16, 1984

NOTION by Cook/Meyer to adopt the Master Plan Amendment requested by Douglas County on the five one-acre parcels in Johnson Lane zoned C-1 with the parcel zoned A-1 to remain as is; was carried with Pruett and Oswald voting nay.

MASTER PLAN AMENDMENT/CHANGE OF LAND USE - Raymond M. Smith - North Pinenut and Toler Lane, East Valley Area; APN 23-010-28-3, 23-010-33-3; T12N, R20E, Section 1 & 2. REQUEST: 1) Master Plan Amendment from Rural Residential to Multi-Family Residential, Low Density Residential, Medium Density Residential, High Density Residential, Commercial and Industrial; 2) Change of Land Use from A-2 (Two Acre Agricultural) to C-1 (Limited Commercial), ME (Industrial Estates), R-1/TR (Single Family Residential), R-3 (Multi-Family Residential), E-2/TR (Second Estates). TR is mobile home overlay.

John Renz gave the background information. Ray Smith gave a detailed presentation of the project. He stated that he has no problems with the conditions, except for condition #5, which was added by the Planning Commission.

When questioned by Commissioner Oswald, Mr. Smith stated that there would be no utilities placed under pavement.

During the Public Hearing, Chairman Witt noted the phone call received from Rhoda Chichester stating that she is opposed to this project until the Toler Lane issue is resolved.

Wilma Hillhouse expressed concern about what water comes from where. She also stated that the road should be called Fish Springs Road. She feels that there is no need for any commercial zoning in this area. She also stated that the roads should be built wide enough.

Chris Altemueller stated that this project is a vast improvement over the prior proposal and he urged the Board to approve it. He stated that there is a definite need for mobile homes, however they should be separate from the stick built homes. He stated that the C.C.&R.'s should safeguard the integrity of each individual area.

Anita Jones stated that this is a very good project. She asked about the width of the roads. She also questioned having wells and septic on one acre parcels. She was told there would be a water system.

Roy Godecke commented that the flood plain area has been well handled. He stated that Toler does need widening by the Stodieck land.

Andy Giova stated that he is in favor of this project.

Douglas County Board of Commissioners
Meeting of February 16, 1984

Darrell Coleman supported this development. He is concerned that the upper area of open space be sprinkled only with well water and not effluent.

Vic Buron expressed concern about the East Valley situation.

Mark Barnett favors this proposal. He would like to see the mobile homes staged later because he wants to keep the property values up.

After the close of the Public Hearing, there was a discussion regarding the Toler right-of-way and the right-of-way east of the proposed freeway.

MOTION by Cook/Oswald to adopt the Master Plan Amendment requested by Raymond Smith, APN 23-010-28-3 and 23-010-33-3, with the following four conditions:

1. The "Industrial Village" be held in reserve until there is a need for more industrially designated land, or that the developer propose some other use for this land for the County's approval.
2. The package treatment plant shall be a temporary facility until such time that there is adequate regional sewage treatment for the area. The proposal shall be reviewed by M. G. S. D.
3. The zone changes shall be continued to be approved concurrent with tentative maps for specific phases of development.
4. There shall be a development agreement addressing phasing of development and improvements subject to the approval of the Board of Commissioners.

MOTION was carried unanimously.

RECESS AS BOARD OF COUNTY COMMISSIONERS
CONVENE AS BOARD OF ADJUSTMENTS

SPECIAL USE PERMIT - Raymond M. Smith - Same as above.
REQUEST: Planned Unit Development on 1,070+ acres to cluster units within established density.

MOTION by Cook/Oswald to grant the Special Use Permit requested by Raymond Smith for the Planned Unit Development on 1,070+ acres to cluster units within established density on parcels APN 23-010-28-3 and 23-010-33-3, with the following conditions:

1. State Division of Health, Water Resources and Environmental Protection approval.
2. There shall be a development agreement addressing phasing of development and on- and off-site improvements subject to the approval of the Board of Commissioners.
3. Final approval of detailed sewage treatment plans by county staff and Division of Environmental Protection.

MOTION was carried unanimously.

nine acres wouldn't be utilized because of the steep terrain. He also stated that he had no problem with the conditions listed by the Planning Commission.

MOTION by Cook/Meyer to approve the change of land use as requested by Gary Gallo subject to the following conditions:

1. Applicant to submit a description of the one acre portion of the parcel to be zoned R-2.
2. The remaining nine acres of the parcel to be zoned A-4.

carried unanimously.

Raymond Smith - North Pinenut and Toler Lane, East Valley Area APN 23-010-28-3 and 23-010-33-3. Request: Change of Land Use from A-2 to A-3, A-1, E-2TR, R-1TR, C-1 and ME.

MOTION by Cook/Dswald to approve the change of land use for Raymond Smith as specified on the map presented (exhibit A) subject to a Resolution of Intent replacing condition 3 of the February 16, 1984 action, with conditional approval of the following zone changes from A-2 to:

1. R-1/TR; Single Family Residential at 8500 sq. ft. per dwelling unit with exclusively mobile homes for Pine Nut Creek Village, subject to approval of a tentative map for the 115 acre site platting 237 lots with an average lot size of 8500 sq. ft.
2. E-2/TR; Second Estates, one half acre per dwelling unit with exclusively mobile homes; for East Valley Villages subject to approval of a tentative map on this 153 acre site platting 135 lots with an average lot size of 1/2 acre per lot.
3. A-1; One Acre Agricultural, for Toler Village subject to approval of a tentative map on this 96 acre site platting 76 single family lots with an average size of one acre.
4. A-3; Five Acre Agricultural, for Pine Nut Creek Villages subject to approval of a tentative map for this 175 acre site platting 32 lots at an average size of five acres.
5. C-1; Limited Commercial, for the 7.6 site on the north side of the future intersection of Toler Lane and East Valley Road. Subject to approval of a specific site development plan for convenience retail outlets.
6. R-3; Multi-family Residential, for the 15 acre site on the south side of the intersection of Toler Lane and East Valley Road. Subject to approval of a specific site development plan for office and institutional uses.
7. All other A-2 zoning in the Dangberg Villages PUD is to remain in place.

John Renz, Chief Planning Official, read the ordinance into the record. He stated that the Planning Commission endorsed the ordinance.

Mike Rowe agreed with the first reading of the ordinance.

MOTION by Cook/Fischer to introduce the ordinance for the first reading; Carried with Oswald absent.

The French Hotel - REQUEST: for the granting of a ten foot sewer line easement across county property (APN 25-332-17), Town of Gardnerville, Section 33, Township 33 North, Range 20 East, MDB&M.

Tim Homann, Public Works Director, reported that the French Hotel has requested a 10 foot wide sewer line easement over the old jail site for the placement of a new sewer line to the hotel. Staff recommended the easement be granted.

MOTION by Cook/Pruett to approve a 10 foot, non-exclusive, easement for sewer line purposes over the old jail site in Gardnerville. Furthermore the Chairman of the Board is hereby authorized to execute all documents pertaining to this matter upon review and approval of the District Attorney's Office; Carried with Oswald absent.

PLANNING COMMISSION REPORTS

Jack Meheen, Pinenut Village Subdivision (cont't from 2/18/88) Approximately 1.5 miles east of Gardnerville, south of Toler Lane. APN 23-480-14, 15 and 16; T12N, R20E, Section 2.

REQUEST: Tentative Map, 240 Mobile Home lots.

Misty Haehn, Associate Planner, presented the Pinenut Village Tentative Map and explained the location of the proposed package treatment plant. Ms. Haehn reported that the State had been contacted and they stated they could not comment on the aeration package treatment plant until they reviewed a complete design. Staff recommended conditional approval.

Fred Scarpello, representative of Pinenut Village Subdivision, reported that the applicant accepted all conditions and is ready to proceed with the development agreement. Mr. Scarpello stated that the original project was approved in 1984 and that this would be the first phase of the project in full compliance with everything that has been approved.

This project involves 130 acres; several of the 40 acre parcels have been sold.

Commissioner Pruett asked if the applicant would be willing to contribute to the cost of hooking on to the sewer system when it becomes available. Mr. Scarpello stated the developer would participate in the cost of hooking on to the sewer system.

Commissioner Cook questioned as to whether the zoning was put on the entire acreage when the Master Plan originally was submitted. John Renz, Chief Planning Official, reported that conditional zoning was put on the entire project and the zoning codifies the Master Plan and insures it.

Commissioner Fischer expressed concern as to whether the zoning should be there since the original project is no longer in existence. Mr. Fischer stated the project would be difficult to support with the tax rate.

Commissioner Cook questioned as to whether the package treatment plant is being sized to carry the entire development. Mr. Scarpello stated the treatment plant is designed for the entire project.

Bruce Scott of Resource Concepts gave the background on the package treatment plant and explained that the plant is not designed as a temporary facility. Mr. Scott submitted additional information to the Board regarding the aeration package facility.

Chairman Bing asked who would run and operate the plant. Mr. Scott informed the Board that the plant would operate under contract with the Homeowners Association. She asked who would be responsible if the ponds spill over into the Allerman canal. Mr. Scott stated the Homeowners Association would be responsible for the failure of the sewer plant. He also stated that the ultimate responsibility would be Douglas County's.

Chairman Bing expressed concern whether or not there will be a package plant for each phase of the project. Tim Homann, Public Works Director, advised the Board that the technology to operate several small plants is present; however, a single facility is more effective and easier to maintain.

Commissioner Fischer expressed concern with the Allerman canals regarding the hydrostatic pressure caused by the amount of storage in the ponds. Mr. Scarpello stated that the package treatment plant was originally designed to serve 115+ acres, C-1 limited commercial of 7.6 acres, 15+ acre site of R-3; the remaining acreage was to be on septic.

Mr. Scarpello suggested that the applicant submit a total development agreement to control the totalitariness of the project. Mr. Renz agreed with the development agreement but

expressed concern about the land in the area which has already sold.

Ray Smith, adjoining property owner, expressed favor of the project as long as the pond does not infiltrate into the Allerman Canal.

Commissioner Fischer asked if the Board is bound by the package treatment plant that has been approved. Brent Kolvet, District Attorney, did not express an opinion as to what the Board is bound to with regard to the plant.

Commissioner Fischer expressed his concern regarding the Board's liability position with regard to the sewage treatment plant. Mr. Kolvet explained the county's liability with regard to the sewage treatment plant and the fact that eventually the county will have full responsibility for the plant.

Chairman Bing stated that this is basically a good project and there is a need in this county for a mobile home park but would like to see a development agreement for the overall project.

Mr. Renz read the proposed amendment to condition 17 to add; "This agreement shall cover the entire Dangberg Village Planned Unit Development". Mr. Renz also read the amended condition 18 to add; "and shall connect to that treatment plant when available".

MOTION by Pruett/Cook to approve the applicant Jack McHeen's tentative map of Pinenut Village Subdivision for 240 mobile home lots at approximately 1.5 miles from Gardnerville subject to the recommended findings of the Board with conditions 1 through 21 as amended, subject to the following conditions:

1. Miscellaneous technical map corrections to the satisfaction of the County Engineer.
2. Douglas County does not accept the perpetual offer of dedication for public rights-of-way at this time.
3. All utilities shall be underground.
4. Applicant shall provide a grading and erosion control plan to the satisfaction of the County Engineer.
5. Applicant shall pay the following fees prior to recordation:
 - a. Fire Protection - $\$400 \times 240 = \$96,000.00$
6. The applicant shall install a water system and document sufficient certified quasi-municipal water rights for domestic use and fire protection to the satisfaction of the County Engineer.

The applicant shall make a perpetual offer of dedication to Douglas County of the water system and water rights, sufficient to provide fire and domestic flows.

7. Permission shall be obtained from the Downstream Ditchowners for the drainage into the Upper Allerman Canal.

8. A 50 ft. irrigation easement from the centerline of the Upper Allerman Canal and a 50 ft. irrigation easement from the centerline on the Lower Allerman Canal shall be placed on the final map.

9. Applicant shall install double placard street signs and stop signs at all major intersections to Douglas County specifications.

10. The applicant shall design the water system and tank in accordance with the County Engineer's approval and the East Valley Water Master Plan.

11. The applicant shall provide fire measures and proof of adequate fire flows to the satisfaction of the East Fork Fire Protection District.

12. All mobile homes shall be placed on permanent foundations and converted to real property.

13. Sawmill Road shall be improved including 28 foot wide pavement to its intersection with Pinon Drive.

14. East Valley Road shall be improved to a 28 ft. wide road standard in Phase I and shall be upgraded to the County's paved standard by the final phase of the subdivision.

15. The applicant shall abandon the easement for Sawmill Road on APN 23-480-15 and 14, that shall remain an unconstructed roadway.

16. Applicant shall submit C.C.&R.'s for review by the Public Works Department and District Attorney's office. The C.C.&R.'s shall address maintenance of common areas and development of parks within the subdivision and mandatory refuse disposal.

17. There shall be a development agreement addressing phasing of development and on-site and off-site improvements, subject to the approval of the Board of County Commissioners. This agreement shall cover the entire Dangberg Village Planned Unit Development.

18. The design and construction of a temporary treatment plant shall be approved by the County Engineer and the State Division of Environmental Protection. The developer shall

participate in the implementation plan for the Mid-Valley Regional Plant with his pro-rata share of the costs and shall connect to that treatment plant when available.

19. All interior roads in Pinenut Village Subdivision shall be constructed and paved to County standards.

20. The final map shall designate an 80 ft. easement on the subject property for Virginia Road, as shown on the Carson Valley Circulation Plan.

21. The final map shall designate a 20 ft. easement for a bike/pedestrian path outside of the Allerman Canal easements, as shown on the Carson Valley Circulation Plan adopted October 1985.

MOTION carried with Fischer voting nay and Oswald absent.

Stanton Park Development; Dwight Millard, Representative.
Cameron Heights, 3461 Indian Drive (approximately 100 ft. north of Vassar Street). APN 13-133-04; T14N R20E, Section 7.

REQUEST: A Tentative Map proposing the division of 2.0 acres into seven (7) residential lots of 9,000-plus sq. ft.

Juan Guzman, Associate Planner, presented the report with staff recommending approval.

Dwight Millard, representing Stanton Park, agreed to all the conditions of approval. He stated that there is capacity for sewer and water available for the development and that it is their intention to build the development completely this summer.

Paul Fillebrown, representing Indian Hills General Improvement District, agreed with all conditions.

MOTION by Cook/Fischer to approve the tentative map of Cameron Heights subject to conditions 1 through 9, with condition 9 being that the tentative map will expire one year from the date of approval, subject to the following conditions:

1. Applicant shall comply with all miscellaneous technical map corrections
2. Prior to the submission of a Final Map application the applicant shall:
 - a. Provide evidence of sufficient water and sewer capacity for all lots to be recorded.
 - b. Provide letter of approval from the Division of Water

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
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Linda L. Lopez Deputy

SEAL

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

Public Works - J.R.
'88 DEC -7 A8:58

SUZANNE BEAUDREAU
RECORDER

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