

John  
Reisz

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CLERK

BY *[Signature]* DEPUTY

Dated August 16 1988

SUPPLEMENTAL  
DEVELOPMENT AGREEMENT

Mark Williams

and

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

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SUPPLEMENTAL  
DEVELOPMENT AGREEMENT

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT, made and entered into this 29<sup>th</sup> day of October, 1988, by and between Mark 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",

W I T N E S S E T H :

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 18 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 R-1/TR, E-2/TK, 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 Single-Family and Multi-Family uses within the A-1 and R-3 zone. OWNER agrees to utilize his property in a consistent relationship with the Dangberg Villages Master Plan. Consistent shall mean that the use shall be equal to or more restrictive (less intense) than that provided for in the master plan.

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

II.

APPLICABLE LAW AND ATTORNEYS' FEES

This Development Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Should any legal action be brought by either party relating to this Development Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be fixed by the Court.

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.

IV.


FURTHER ASSURANCES

In the event of any legal action instituted by any third party of other government entity or official challenging this Development Agreement, the COUNTY and OWNER shall cooperate and use their best efforts in defending any such action.


Effective this 11<sup>th</sup> 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 Mark O. Williams  
Mark Williams

STATE OF ~~NEVADA~~ <sup>California</sup> )  
COUNTY OF Santa Clara ;

On this 29th day of October, 1988,

before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Mark 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.

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

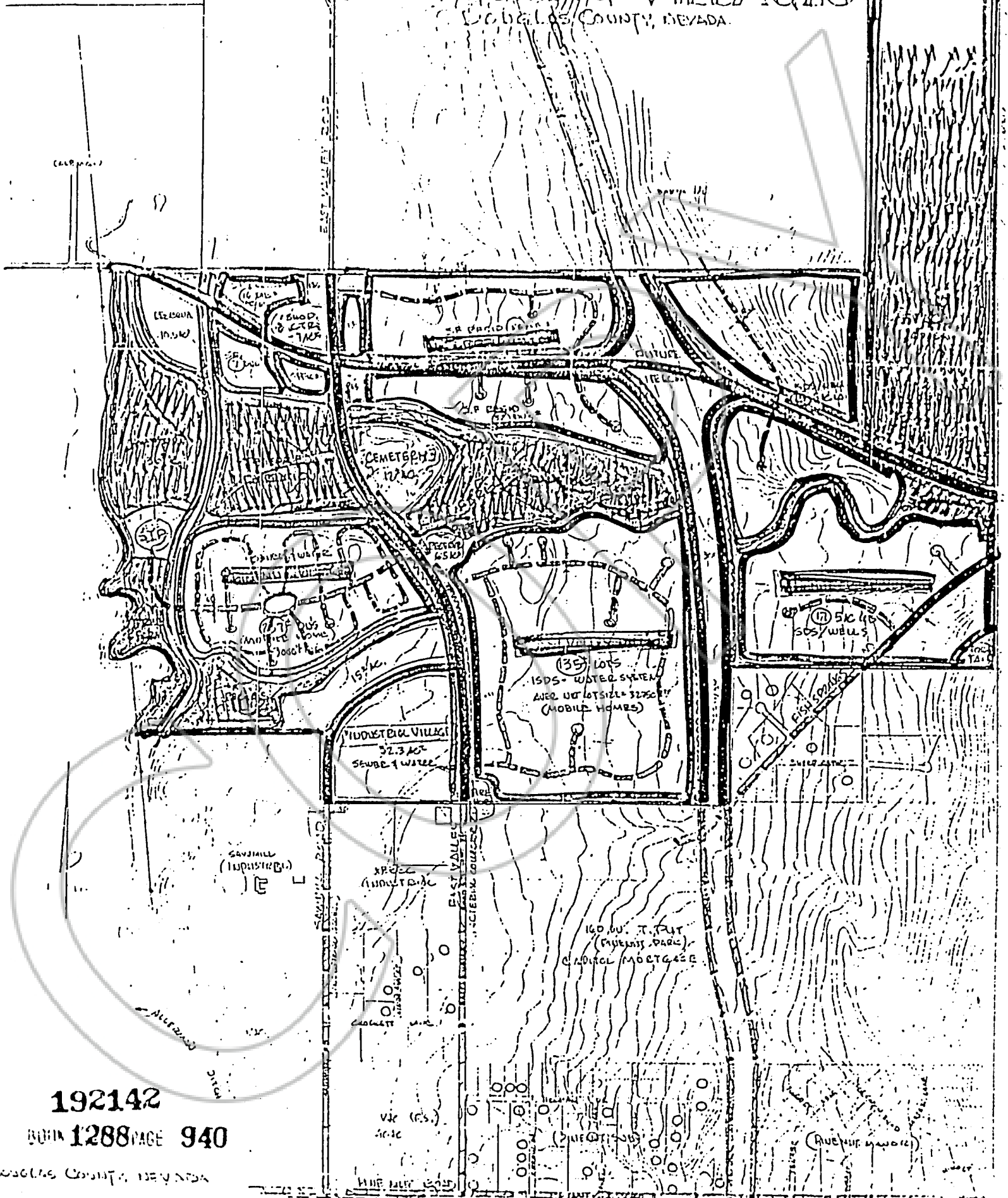
Daniel R Owens  
NOTARY PUBLIC





# GENERAL PLAN DANGERS VILLAGES

DOUGLAS COUNTY, NEVADA



192142

BOOK 1288 PAGE 940

DOUGLAS COUNTY, NEVADA

RECORDED IN PUBLIC RECORDS DEC 1985

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

By [Signature] Deputy

SEAL

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

Public Works - J.R.  
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SUZANNE BEAUDREAU  
RECORDER

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