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BY Sandra DEPUTY  
Gordon

Dated February 8 1990

DEVELOPMENT AGREEMENT

DRAYTON TRUST

and

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

221106

BOOK 390 PAGE 101

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221106

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between THE DRAYTON TRUST, JOHN DRAYTON, TRUSTEE, as the developer of that certain project known as Pleasantview, 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, Pleasantview, encompassing the area described in Exhibit "A", is a development project consisting of one-hundred ninety-one (191) lots of 12,000 square feet minimum in size and eight (8) lots 2+ acres in size; and

WHEREAS, on March 3, 1988, the Douglas County Commissioners approved a tentative map for one-hundred ninety-nine (199) lots for the Pleasantview project, a copy of the official minutes of such action are attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, one of the conditions of the approval referenced above in Exhibit "B" was that a Development Agreement be prepared to set forth the conditions and terms of approval relating to the Pleasantview project; and

WHEREAS, COUNTY and DEVELOPER desire to hereafter have the provisions of this Development Agreement govern the development activities of the Pleasantview 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

Pleasantview is a subdivision development project within the E-1 and A-2 zone designations together with all of the uses accessory to and customarily incidental to the above-referenced zones, including all height and bulk regulations.

Based on the present tentative map approval, the Pleasantview project will be comprised of approximately 199 single family lots as depicted on the approved tentative map.

The aforementioned approval of the Pleasantview Tentative Map and its Development Agreement shall serve as the intent by the COUNTY to approve the various final maps of the Pleasantview 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 Commissioners set forth in

Exhibit "B" with the following characteristics and requirements:

2.1 Phasing: The Pleasantview project is anticipated to be developed in a number of phases. No phase shall be less than 10 percent of the total approved number of lots on the tentative map.

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, natural gas, tv cable, telephone and electrical power shall be provided by DEVELOPER to each lot and shall be placed underground to each lot.

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, curbs, sidewalks, sewer system, storm drain system, and water system where the same are dedicated to a 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 Final Map for the Pleasantview project is not filed for recordation by April 3, 1990. In such event, DEVELOPER must make reapplication to the Board as if it were a new project. If the Unit I Final Map is filed on or before April 3, 1990, then this Agreement shall automatically extend for an additional one (1) year period from such date of recordation within which time 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 an additional one-year extension beyond that contemplated above if done in writing prior to expiration for each phase or final map.

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 3, 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.

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.

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

IV.

PROJECT WATER AND WASTEWATER SYSTEM COMPONENTS

COUNTY understands and agrees that a separate agreement has been entered into by and between the DEVELOPER and

the Gardnerville Ranchos General Improvement District for annexation of Pleasantview lands to the District. Services for water and sewer are to be provided pursuant to the provisions of said agreement to the Pleasantview project.

V.

TRANSPORTATION IMPROVEMENT COMPONENTS

5.1 Project Streets: All streets 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 soils and proposed traffic indexes.

5.2 Centerville Lane: The extension of Centerville Lane to the subdivision shall be constructed to County standards within the first phase of the project. The intersection of Centerville Lane and Rubio Way shall be completed prior to the issuance of Certificates of Occupancy for homes built in the second phase of the project. A letter of credit shall be submitted for 150 percent of the estimated costs of the intersection upon receipt by Developer of design approval by NDOT and the County Engineer.

5.3 Rubio Way: Rubio Way from Centerville Lane to the southern boundary of the subdivision shall be constructed to County standards within the last phase of the project.

5.4 Sorenson Lane: COUNTY shall acquire the necessary right-of-way and construct Sorenson Lane from the eastern boundary of the subdivision to Tillman Lane within one year of the



subdivision map phase which provides for Sorenson Lane within the subdivision. DEVELOPER shall reimburse County for all costs of acquisition and improvements. In the alternative, DEVELOPER may acquire the right-of-way and construct the improvements noted above rather than COUNTY when the subdivision map phase, which contains Sorenson Lane, is constructed. COUNTY shall assist in the acquisition of the right-of-way if necessary.

If the lands along Sorenson Lane, outside the Pleasantview project, are developed by another party prior to the requirement to improve Sorenson Lane and Sorenson Lane is improved, then no improvements or payments are required of the DEVELOPER.

5.5 Arterial Roadway: As required in the approval of the tentative map, the major arterial shall be constructed by Douglas County, including a sound barrier wall, at such time as the County determines to construct the roadway. DEVELOPER shall dedicate the arterial with the final map for the first phase of the project.

5.6 Reimbursement and Contribution Provisions:

Under equitable and lawful circumstances, COUNTY may require payment to DEVELOPER from properties which utilize the improvements constructed by DEVELOPER for Sorenson Lane or other improvements as determined by COUNTY, but under no circumstances shall COUNTY be required to pay any portion of this payment to DEVELOPER, whether such claim be made against COUNTY by DEVELOPER or its successors and assigns or any other party. DEVELOPER or its successors and assigns shall be responsible for informing COUNTY

when reimbursement may be appropriately assessed from other parties. Determination of payment shall be based upon an equitable distribution, as determined by COUNTY, of improvement costs advanced by DEVELOPER. The reimbursement shall be based upon industrial, commercial, or residential project approved by COUNTY. All payments would be due and payable to DEVELOPER or its successors and assigns as a condition to issuance of a building or construction permit. The reimbursement provision shall terminate ten years from the execution of this agreement.

VI.

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, statutes in effect on the date of this Agreement, and the project shall adhere to all conditions as required by the Board of Commissioners in their approval of the Pleasantview project on March 3, 1988, as referenced in Exhibit B, attached hereto.

DEVELOPER may apply for and receive building permits upon completion of the water system and street improvements which provide for fire flows and emergency access for the applicable phase of the Project. No occupancy permits shall be granted by County until all subdivision improvements have been installed.

DEFAULT, REMEDIES, TERMINATION

7.1 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. 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.

7.2 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 or delays caused, imposed, or mandated by 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 without first complying with the terms of Article VIII, Default, Remedies, Termination.

VIII.

APPLICABLE LAW

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

IX.

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.

X.

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.

XI.


EFFECT OF AGREEMENT

This Development Agreement contains, defines, delineates, modifies, and expands upon all of the conditions attendant to Douglas County's approval as set forth in Exhibit "B" 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 3, 1988. This Agreement is binding upon and benefits the heirs, successors, and assigns of the parties. It is specifically agreed between the parties hereto that so long as the Drayton Trust is not in default under this Agreement that the Drayton Trust can assign this Agreement and the benefits thereof to a third party.

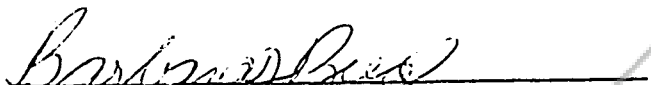
Effective this \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ March \_\_\_\_\_, 1990.

"COUNTY"

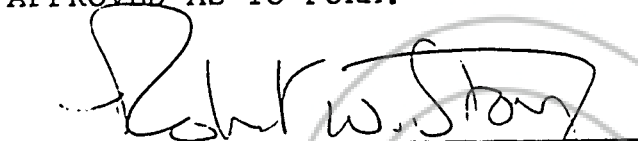
DOUGLAS COUNTY, a political  
subdivision of the State  
of Nevada

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"

THE DRAYTON TRUST

BY John Drayton  
JOHN DRAYTON, Trustee

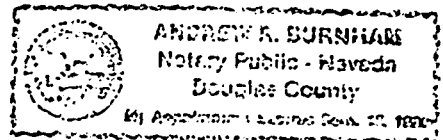
STATE OF NEVADA )  
COUNTY OF Douglas ) : ss

On this 21<sup>st</sup> day of February, 1990,

before me, the undersigned, a Notary Public, personally appeared JOHN DRAYTON, known to me to be the Trustee of THE DRAYTON TRUST, 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 K. Burnham  
NOTARY PUBLIC



A parcel of land located within a portion of Sections 16 and 17, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the section corner common to Sections 8, 9, 16, and 17, T.12N., R.20E., M.D.B.&M., THE POINT OF BEGINNING; thence North  $89^{\circ} 42' 58''$  East, 1,320.79 feet; thence South  $00^{\circ} 09' 38''$  East, 553.39 feet; thence along the centerline of the Edna Ditch per Document No. 32987, Douglas County, Nevada, Recorder's Office, the following courses:

South  $83^{\circ} 26' 59''$  West, 111.21 feet;  
 South  $53^{\circ} 33' 14''$  West, 48.72 feet;  
 South  $33^{\circ} 40' 58''$  West, 145.26 feet;  
 South  $57^{\circ} 50' 19''$  West, 260.81 feet;  
 South  $42^{\circ} 49' 02''$  West, 97.01 feet;  
 South  $18^{\circ} 51' 59''$  West, 109.19 feet;  
 South  $39^{\circ} 57' 19''$  West, 88.19 feet;  
 South  $38^{\circ} 48' 38''$  West, 296.35 feet to the Northerly line of

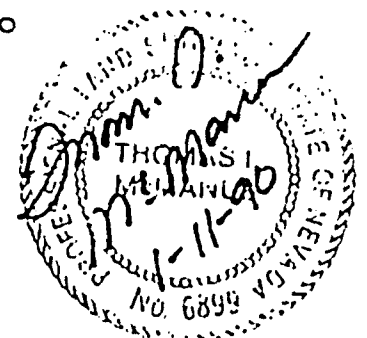
Gardnerville Rancho Estates Subdivision, Document No. 62493, Douglas County, Nevada, Recorder's Office; thence along the Northerly and Westerly lines of said Subdivision South  $89^{\circ} 44' 13''$  West, 520.61 feet; thence South  $00^{\circ} 18' 52''$  East, 447.73 feet; thence along the Westerly bank of the Edna Ditch per said Document No. 62493, the following courses:

South  $58^{\circ} 14' 27''$  West, 21.01 feet;  
 South  $44^{\circ} 13' 21''$  West, 102.09 feet;  
 South  $46^{\circ} 38' 56''$  West, 76.75 feet;  
 South  $57^{\circ} 49' 08''$  West, 84.46 feet;  
 South  $65^{\circ} 25' 34''$  West, 85.98 feet;  
 South  $56^{\circ} 20' 51''$  West, 93.23 feet;  
 South  $29^{\circ} 38' 10''$  West, 113.80 feet;  
 South  $25^{\circ} 15' 42''$  West, 109.64 feet;  
 South  $16^{\circ} 37' 33''$  West, 91.49 feet;  
 South  $16^{\circ} 38' 44''$  West, 108.10 feet;  
 South  $12^{\circ} 53' 19''$  West, 225.37 feet to the southerly property line;

thence South  $89^{\circ} 45' 31''$  West, 682.69 feet;  
 thence North  $00^{\circ} 18' 53''$  West, 1,319.92 feet;  
 thence North  $89^{\circ} 28' 38''$  East, 436.79 feet;  
 thence North  $00^{\circ} 05' 27''$  West, 295.49 feet;  
 thence North  $00^{\circ} 17' 12''$  West, 296.87 feet;  
 thence South  $89^{\circ} 54' 40''$  West, 108.84 feet;  
 thence North  $00^{\circ} 56' 22''$  West, 264.00 feet;  
 thence North  $88^{\circ} 50' 07''$  West, 326.28 feet;  
 thence North  $00^{\circ} 19' 33''$  West, 301.97 feet;  
 thence North  $89^{\circ} 31' 23''$  East, 347.72 feet;  
 thence North  $00^{\circ} 35' 04''$  West, 154.92 feet;  
 thence North  $89^{\circ} 40' 47''$  East, 920.25 feet to  
 THE POINT OF BEGINNING.

Exhibit "A"

221106



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Mr. Pahbeck suggested as a compromise on the main arterial, if the applicant agrees to leave the arterial as shown on the map and the county agrees to eliminate the Park, then they will pay the fees.

REQUEST: a. Master Plan Amendment from Rural Residential (Two Acre/Dwelling Unit) to Medium Density Residential (12,000 sq. ft./Dwelling Unit) and from Medium Density Residential (12,000 sq. ft./Dwelling Unit) to Rural Residential (Two Acre/Dwelling Unit).

b. Change of Land Use from A-2 (Two Acre Agricultural) to E-1 (First Estates) and from E-1 (First Estates) to A-2 (Two Acre Agricultural).

MOTION by Pruett/Oswald to approve the Master Plan Amendment and the Change of Land Use for Drayton Trust Properties; carried with Vice-Chairman Cook absent.

c. Tentative Map for Pleasantview Subdivision - 192 lots.

MOTION by Pruett/Oswald to approve the Drayton Trust Properties Tentative Map with conditions and changes as stated by Staff:

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. Curb, gutter and sidewalks shall be required adjacent to all E-1 zoned lots.

4. A ditch maintenance and access easement is to be provided on the west side of the Edna Wilslef Ditch to the satisfaction of the ditch owners association and the County Engineer. This easement is not to exceed 25 ft. from the ditch centerline.

5. Irrigation easements for the remaining ditches shall be shown on the final map to the satisfaction of the ditch users.

6. Applicant shall obtain County Engineer's approval for:

a. improvement plans for the roadways;

b. drainage and erosion control plans, run-off shall be retained on site to the greatest extent possible; and

c. location of all double placard street signs at all roadway intersections shall be erected at the developer's expense.

7. All utilities shall be underground.

8. Applicant shall submit C.C.&R.'s for review by the Public Works Department and the District Attorney's office.

9. The following recommendations of the Nevada State Department of Transportation shall be completed:

a. The developer construct the intersection of Rubio Way and Centerville Way to both County and N.D.O.T. standards. Improvements which may be required include straightening, paving and signalization or a four-way stop.

10. Approval of the East Fork Fire Protection District of the final map. Applicant shall provide fire measures including installation of fire hydrants and proof of adequate fire flows to the satisfaction of the East Fork Fire Protection District.

11. Applicant shall pay the following fees prior to recordation:

- a. \$400 per lot for fire protection;
- b. \$100 per lot for Park fees.

12. The surface water rights appurtenant to the site shall be retained with sufficiency to irrigate the A-2 acreage. A distribution system for these waters shall be developed and approved by the Soil Conservation Service and the County Water Engineer.

14. The name Kingbird Drive shall be extended to the intersection of Centerville and Rubio Way, and shall be constructed to County standards.

15. The property shall be annexed to G.R.I.D., for water, sewer, street maintenance and recreational facilities.

16. The applicant shall acquire the necessary rights-of-way and improve Rubio Way, and the extension of Centerville to County standards. Rubio Way shall provide access for the immediate future until the proposed 756 extension through Pleasantview is completed.

17. Access for lots which back up to the future arterial shall be restricted to High View Road, Pastoral Road and Kingbird Drive. At the time the County constructs this future arterial, a noise barrier wlong the rear of these lots shall be part of the road construction project.

18. Each lot shall be a minimum of 12,000 sq. ft. in the E-1 zone.

19. The application shall install a water system and document sufficient certified quasi-municipal water rights for domestic use and fire protection to the satisfaction of G.R.I.D. and the County Engineer.

20. Falcon Court shall be re-designed to a stub street.

21. The applicant shall pay for acquisition and improvement of the off-site Sorensen Lane extension, at such time as the County acquires this right-of-way. The County shall initiate the acquisition and improvement of this right-of-way within one year of recordation of the Pleasantview Subdivision Map, and shall require a pro-rata reimbursement to Drayton Trust from those lots outside the Pleasantview Subdivision benefiting from this extension.

22. Shroeder Ditch shall be relocated at some time other than the irrigation season, so as not to interrupt the flow of water to the users.

23. The phasing of the development and improvements is to be addressed in a development agreement between the County, Drayton Trust, and approved by the Board of County Commissioners.

MOTION carried with Vice-Chairman Cook absent.

South Tahoe Refuse Co., Gardnerville Landfill site.  
(con't from 2/4/88). The Board may take action on the following items:

1. Nevada Environmental Protection Agency findings & requirements regarding Douglas County Landfill site.
2. Consider acquisition of existing 80 acre dump site.
3. Application or request by South Tahoe Refuse Co., Inc. to extend the franchise for the pick-up and disposal of refuse and debris in the Tahoe Basin portion of Douglas County.

MOTION by Pruett/Oswald to continue the South Tahoe Refuse Co. items to the March 17, 1988 meeting; carried with Vice-Chairman Cook absent.

There being no further business to come before the Board, they adjourned at 4:30 p.m. to meet in closed session with their chief negotiator, Gene Bell.

MOTION by Fischer/Pruett to hold a closed session for the purpose of discussing the on-going negotiations with the employee groups, with chief negotiator Gene Bell; carried with Vice-Chairman Cook absent.

COPY

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

'90 MAR -2 A8:30

SUZANNE BEAUDREAU  
RECORDER **221106**

\$ PAID K12 DEPUTY

BOOK **390** PAGE **122**

**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.

**SEAL**

DATE: March 1, 1990  
B Reed Clerk of the 9<sup>th</sup> Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Sandra Condron Deputy