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ORDINANCE NO. 631

CHICHESTER ESTATES

DEVELOPMENT AGREEMENT

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INDEX OF EXHIBITS

EXHIBIT

DESCRIPTION

- A Property Description
- B May 6, 1993 - Minutes of County Commission Meeting
- C Phasing Schedule
- D Douglas County Ordinance 596 and Resolution 93-46
- E Vasey Engineering letter dated January 11, 1993
- F Memorandum of understanding between Town of Gardnerville, Parks and Recreation Committee and Nevada Pacific Land Company, dated December 16, 1993

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into this 7th day of April, 1994 by and between NEVADA PACIFIC LAND COMPANY, the Developer of that certain project known as CHICHESTER ESTATES, hereinafter referred to as "DEVELOPER," and DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY."

R E C I T A L S:

1. CHICHESTER ESTATES, is a proposed development encompassing real property located in Douglas County, Nevada, more particularly described in Exhibit "A," previously the subject of a Master Plan Amendment and Tentative Subdivision Map approved, subject to certain conditions, by the Douglas County Board of Commissioners on May 6, 1993, for which a copy of the official minutes of such actions are attached hereto as Exhibit "B"; and incorporated herein by this reference.

2. The Master Plan for CHICHESTER ESTATES ("the Project") allows the project to be comprised of approximately nine hundred eighty-seven (987) dwelling units in varying densities and types, open space area, and other uses customarily associated with a planned community.

3. On May 6, 1993, the Douglas County Board of Commissioners approved a tentative map for nine hundred

eighty-seven (987) dwelling units in accordance with the official minutes of such action.

4. One of the conditions of the approvals of the Tentative Map was that a Development Agreement be prepared to encompass the entire CHICHESTER ESTATES which should set forth the conditions and terms of approval relating to the project.

5. DEVELOPER and COUNTY mutually desire that CHICHESTER ESTATES be developed in accordance with this Development Agreement as well as the conditions of the zone change and tentative map.

6. COUNTY and DEVELOPER desire to hereinafter have the provisions of this Development Agreement govern the development activities of CHICHESTER ESTATES along with the conditions of the zone change and tentative map.

7. COUNTY and DEVELOPER desire that this Agreement and the Exhibit "C" phasing schedule serve as the subdivision improvements agreement as may be required pursuant to Douglas County Code 16.32.020.

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

ARTICLE I.

PROJECT CHARACTERISTICS

CHICHESTER ESTATES is a subdivision within the R-1, R-3, C-2 and A-4 zoning designations together with all of the uses accessory to and customarily incidental to the above-referenced zones.

Based upon the present tentative subdivision map, CHICHESTER ESTATES will be comprised of approximately seven hundred eighty-five (785) parcels with a potential residential density of nine hundred eighty-seven (987) units, parks and other open space areas.

The aforementioned approval of the CHICHESTER ESTATES project and its development agreement shall serve as the intent by Douglas County to approve the various phases of CHICHESTER ESTATES, provided that all of the requisite conditions referenced and set forth herein are met.

ARTICLE II.

ADMINISTRATION OF THE PROJECT

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

2.1 Phasing

The CHICHESTER ESTATES development is anticipated to be developed in phases. Phasing shall be sequential as depicted on the phasing schedule attached hereto as Exhibit "C" and incorporated herein by this reference. This phasing schedule is a best estimate of the sequence and not necessarily the total number of phases. With the approval of the Public Works Director and the Town of Gardnerville, the DEVELOPER may increase or decrease any given phase or change the sequence, so long as the terms of the Agreement are adhered to.

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 developments so long as the terms of this Agreement are adhered to.

If the Project is recorded in phases, the phasing plan shall address phasing of development for on-site and off-site improvements, subject to the satisfaction of the County Engineer, Public Works Director and the Gardnerville Town Water Company prior to recordation of the final map.

2.2 Utility Connections

Within the Project, telephone, gas, and electrical power and cable television shall be provided by DEVELOPER to the building site or dwelling unit and shall be placed underground to each lot or parcel.

Public utility easements of a minimum of seven and one-half feet (7.5') along road frontages and five feet (5') along rear and side property lines shall be granted and shown on the final map.

The Project shall connect to the Minden Gardnerville Sanitation District treatment plant for wastewater treatment and shall be reviewed and approved by the Nevada State Health Division for each phase of the development.

2.3 School Impact

DEVELOPER must comply with the terms and conditions of the Interlocal Agreement adopted on the approval of Douglas County

Ordinance 596 and the fee requirements contained in Resolution 93-46 attached hereto and incorporated herein by this reference as Exhibit "D". As part of the mitigation measures with regard to the Douglas County School District, the DEVELOPER shall purchase a site, not within the project, at a location approved by the school district, for development of an elementary school. In exchange for the purchase of the elementary school site, a credit on the required payment of any school mitigation fair share fee for acquisition of this site shall be given in accord with the terms of Article III of the Interlocal Agreement adopted by Douglas County Ordinance 596. This school site shall be obtained prior to the recordation of the first final subdivision map and the credit shall be on an on-going basis until the cost of the site is fully reimbursed or the subdivision is built out, whichever occurs first. Reimbursement of the fair share fees shall be made at 6 month intervals, beginning as soon as possible after the site has been deeded to the school district.

2.4 Final Map Financial Assurances

The approval of the anticipated final maps on each phase of the Project shall require an irrevocable letter of credit, cash, or an irrevocable certificate of deposit to ensure completion of all or any portion of the public improvements within such phase equal to one hundred fifty percent (150%) of the approved engineer's cost estimate as required under Douglas County Code 16.32.020. DEVELOPER, at its discretion and option, may install of such public improvements within any phase prior to all hearings on

the final map for that phase's final map in lieu of posting such letter of credit or other security. It is expressly understood that it shall be the responsibility of the DEVELOPER to provide written evidence of the completion of that phase's improvements or the posting of financial assurances to the satisfaction of the County Engineer prior to the hearing on that phase's final map. Public improvements include streets, intersection improvements, sidewalk sections, sewer collection systems, water distribution systems and drainage system improvements where the same are dedicated to public agency or body. Any assurance provided shall be periodically reduced in accordance with COUNTY approval in order that the entire assurance will be exonerated on final completion or improvement construction. Any approval by the COUNTY and subsequent reduction of financial assurance shall not occur with respect to matters within the area of interest of the Town of Gardnerville or the Gardnerville Town Water Company have also approved the subject improvement.

2.5 Restrictive Covenants

Prior to the filing of the final map for the first phase of the Project, DEVELOPER shall prepare and submit to the COUNTY, Covenants, Conditions and Restrictions (CC&Rs) intended to apply to the Project. Said CC&Rs shall be reviewed by the Public Works Department, the District Attorney's Office and the Town of Gardnerville.

Prior to submittal of the final map application for phase one, the developer shall also supply a design manual, which may be

a part of the CC&Rs, which will show design theme materials and architectural treatment, entry monumentation, fencing of individual units, the proposed interior park site, and the proposed subdivision wall with respect to material and landscape treatment for review by the Town of Gardnerville and County Planning Staff.

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 map for Phase 1 of CHICHESTER ESTATES is not recorded within two (2) years of the effective date of the ordinance adopting this Agreement. In such event, DEVELOPER must make reapplication to the COUNTY as if it were seeking approval for a new project. If the map for Phase 1 is recorded prior to the date mentioned in the first sentence of this paragraph, this Agreement shall automatically extend the time for an additional two (2) year period from said date within which the next succeeding map for the next succeeding phase must be recorded. So long as DEVELOPER records each phase within the two (2) year extension period provided in this Agreement, as envisioned herein, this Agreement shall remain in full force and effect. DEVELOPER may request and the COUNTY may approve additional extensions beyond that date contemplated above if done in writing prior to expiration.

2.7 Further Covenants

COUNTY shall not require any payments, contributions, economic concession, other conditions for approvals, or authorizations or permits, contemplated within or by this

Development Agreement other than as provided herein, or as provided in the Board of County Commissioner's approval of May 6, 1993, except for taxes, fees or other charges applied on a uniform basis by the COUNTY to all similarly situated development projects.

2.8 Mutual Cooperation

The DEVELOPER and the COUNTY shall mutually cooperate to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the intent of the Project approval in this Agreement. Nothing contained within this paragraph, however, shall require the COUNTY or its employees to function on behalf of DEVELOPER.

ARTICLE III.

PUBLIC SAFETY COMPONENTS

3.1 Fire

All construction shall be in accordance with the Nevada Fire Code and applicable Douglas County requirements.

The fire fee of Four Hundred Dollars (\$400) per lot shall be paid prior to the recording of each final map.

The subdivision shall be connected to the Gardnerville Town water system for fire suppression service, including construction of the necessary improvements and provisions of any needed water rights to the satisfaction of the Gardnerville Town Water Company and the local Fire Protection District.

The DEVELOPER shall also obtain the review and approval of the East Fork Fire Protection District for the placement and

installation of fire hydrants within the Project and the resulting water pressure for the fire hydrants.

3.2. Street Lighting

The DEVELOPER or the DEVELOPER's agent shall install low-glare street lighting at locations approved by the Public Works Department.

3.3 Health and General Welfare

The DEVELOPER shall provide written evidence that the State of Nevada's Bureau of Health Protection Services, Division of Environmental Protection, and the Division of Water Resources have approved service to the Project at submittal of a phase's final map.

3.4 Drainage

Prior to the recording of the first final map, the DEVELOPER shall submit a detailed drainage study and improvement plans for on-site drainage which has been reviewed and approved by the County Engineer. This study shall address and require improvements in compliance with both the County Flood Hazard Ordinance and floodway modeling contained in the County's Drainage Improvement policy and the Town of Gardnerville. Drainage facilities and proposed structures within the Martin Slough shall be constructed in compliance with the approved drainage plan. The applicant shall obtain a 404 Permit, if required, from the U.S. Army Corps of Engineers prior to the construction of facilities in and across the Martin Slough.

No open drainage ditches shall be allowed over any residential lot. Piping structures shall be designed, constructed and installed pursuant to the Town of Gardnerville and the Water Conveyance Advisory Committee standards.

ARTICLE IV.

PROJECT WATER AND WASTEWATER SYSTEM COMPONENTS

The DEVELOPER shall comply with the provisions of Douglas County Code Section 16.32.085, and offer the dedication of the water system sufficient to provide fire and domestic flows, to the satisfaction of the Douglas County Public Works Department and the Gardnerville Town Water Company. The subdivision shall be connected to the Gardnerville Town water system for domestic service, pursuant to an Improvement Agreement, including necessary improvements to the satisfaction of the Douglas County Public Works Department and the Gardnerville Town Water Company.

The subdivision shall be connected to the Minden/Gardnerville Sanitation District for sewer service, pursuant to the Project's Annexation Agreement.

ARTICLE V.

TOWN OF GARDNERVILLE CONDITIONS

In order to comply with the requirements of the Town of Gardnerville (the "Town"), the DEVELOPER shall undertake to complete the following conditions:

- A. Annexation of the Project to the Town prior to recordation of any final map.

- B. All final maps shall contain a grant of a perpetual offer of dedication of roadways to the Town.**
- C. Connection to Gardnerville Town Water System prior to recording any phase of the Project.**
- D. Installation of water system facility improvements required to serve the Project to the satisfaction of the Gardnerville Town Water Company.**
- E. The Town of Gardnerville shall accept the dedication of improvements and assume responsibility for maintenance of drainage detention areas, roadways, and other public works in accordance with its standards and conditions on a phase by phase basis.**
- F. Prior to recording a final map, the DEVELOPER shall satisfy the Gardnerville Town Water Company with respect to Douglas County Code 16.32.085.**
- G. DEVELOPER shall comply with the recommendations and conditions outlined in the letter dated January 11, 1993, from Vasey Engineering, specifically those conditions beginning on page 7 of that letter and continuing through to page 9 to the satisfaction of the Town of Gardnerville and the County Engineer. A copy of said letter is attached hereto as Exhibit "E." However, special condition #10 (found on page 9 of Vasey's letter) is not applicable.**

ARTICLE VI.

PARKS AND RECREATION

The DEVELOPER, in cooperation with and to the satisfaction of the Parks and Recreation Department, the Town of Gardnerville and the Parks and Recreation Committee, shall provide a detailed plan showing where and how an equivalent or superior sports complex can be completed prior to recording the Phase One final map. The Agreement of the DEVELOPER and the Parks and Recreation Department is reflected on the signed memoranda of December 16, 1993 attached hereto as Exhibit "F" and incorporated herein by this reference. All residential construction tax monies collected from the Project lots and lots within the Minden/Gardnerville recreational shall be held in an account for use in the construction or reimbursement to DEVELOPER of the improvements contemplated herein and pursuant to the agreement between Nevada Pacific, the Town of Gardnerville and the Douglas County Parks and Recreation Committee. Prior to obtaining the 502nd building permit in the Project, the DEVELOPER shall have completed development and construction of a permanent recreation "quad" facility including necessary improvements for softball and youth soccer. The DEVELOPER shall cooperate for the design of park/recreational facilities and use of the residential construction taxes generated from the Project and the Minden/Gardnerville recreation area. Such monies shall be used for the construction or reimbursement of funds previously expended on the park improvements by the DEVELOPER. Reimbursement shall occur

at 6 month intervals, with the first payment upon completion of reimbursable improvements and shall continue until DEVELOPER is fully reimbursed or until ten (10) years following recordation of the first final subdivision map, whichever occurs first.

ARTICLE VII.

TRANSPORTATION IMPROVEMENT COMPONENTS

7.1 Internal Project Roads

All internal roads within the project shall be built to Douglas County Road Standards and dedicated to the Town of Gardnerville, to the approval of the Town Engineer and the County Engineer.

Road improvements to county paved road standards shall include curbs, gutters and sidewalks (and easements) to the satisfaction of the County Engineer.

The Project shall comply with the conditions of the East Fork Fire Protection District, and the Nevada Department of Transportation and the applicant shall submit a written letter of approvals that their requirements have been met, with the submittal of the final map application.

7.2 Traffic and Signage

Prior to applying for each Final Map in any applicable phase of development, the following roadway related improvements shall be completed by DEVELOPER to the satisfaction of the County Engineer for the applicable phase of development which is, the subject of the final map.

A. PHASE 1

(1) The DEVELOPER will design and construct the extension of State Route 756 from U.S. Highway 395 to Chichester Lane and grant the necessary easement for State Route 756 from Chichester Lane to the proposed Muller Parkway, across the applicant's property. The applicant will design and construct the roadway improvements to the approval of the County Engineer and Nevada Department of Transportation. All costs incurred by applicant in the financing, design and construction of State Route 756 shall be subject to reimbursement or credit based upon the Project's pro rata impact upon State Route 756. The pro rata impact shall be determined by trip generation data, compiled in accordance with the criteria of the Institute of Traffic Engineers. Each new project that impacts the extension of State Route 756 within ten (10) years of the date of approval of applicant's Project shall reimburse applicant based upon the new project's trip generation data as a percentage of the total capacity of the extension of State Route 756 constructed by applicant.

- (2) The DEVELOPER will design and construct the intersection traffic signal system improvements at State Route 756 and U.S. Highway 395. Improvements shall contain exclusive lanes for the left, through and right turn movements with a traffic control signal which must be upgraded to an eight (8) phase unit to the satisfaction of the Nevada Department Of Transportation.
- (3) The Toler Lane approach of the U.S. Highway 395/Toler Lane intersection shall be modified to operate with right in/right out only movements to the satisfaction of the Town of Gardnerville, the Traffic Safety Committee, the Nevada Department of Transportation and the County Engineer. Such modification shall be completed or financial assurances posted prior to the approval of the Phase One Final Map.
- (4) A bus circulation plan for the Gardnerville Elementary School shall be incorporated into the subdivision redesign with a connection of the northern end of the school site to a location close to Sugar Circle and the Helwinkle Family Trust property, as determined in cooperation with the Douglas County School

District and the County Engineer prior to recording the final map for the applicable phase of development.

- (5) The DEVELOPER will dedicate a roadway easement to the COUNTY for an extension of the alignment of High School Street along the westerly boundary of the Martin Slough where it bisects the proposed extension State Route 756.
- (6) Prior to the application for a final map, the DEVELOPER is required to submit a detailed traffic impact analysis for the Project. The DEVELOPER shall post financial assurances or construct the off-site roadway and intersection improvements identified in traffic impact analysis, concurrent with the on-site development improvements for each Project phase.

B. FOR ALL PHASES OF DEVELOPMENT INCLUDING PHASE 1.

- (1) Any required signing, striping or traffic control shall comply with Douglas County and the Nevada Department of Transportation requirements.
- (2) Channelization improvements shall be constructed at the Waterloo Lane/Toler Lane intersection in accordance with the design by

Paul Solaegui to the approval of the Douglas County Engineer.

- (3) The DEVELOPER will dedicate the necessary right of way on its property for the alignment of the Muller Parkway and the Mid-Valley Parkway as approved by the Douglas County Planning Commission and Board of County Commissioners. The Planning Commission and Board shall act with the advice of the Town Boards of Minden and Gardnerville in this matter. Additionally, the DEVELOPER will cooperate with the alignment and development of a Mid-Valley arterial running in a north/south direction. Said alignment shall be finally set through the Master Plan Amendment. The exact location of such an arterial is to be agreed upon and approved by the Douglas County Planning Commission, the Board of County Commissioners, acting with the advice of the Town Boards of Minden and Gardnerville as well as the DEVELOPER. If an alignment of a Mid-Valley arterial is not proposed by the Board of County Commissioners within one (1) year from the date of this Agreement, the DEVELOPER will have no

obligation with regard to the mid-valley arterial right of way.

ARTICLE VIII.

PROJECT CONSTRUCTION REQUIREMENTS

All construction of the Project shall be done in accordance with the Standards Specification For Public Works Construction as adopted by Douglas County and all their applicable state and local codes, ordinances and statutes.

8.1 Zoning

In connection with the approval of a Special Use Permit, the zoning setbacks shall be the same as the R-1 zoning district:

Front: Twenty feet (20').

Side: Ten percent (10%) of average lot width, but not less than five feet (5').

Rear: Twelve feet (12').

The proposed single family residential Lots in the R-3 Zone of the Project shall require a minimum lot size of 7,000 square feet and an average minimum lot width of 70 feet. Zoning setbacks in this district shall be as set forth by the Douglas County Code.

8.2 Grading and Air Quality

The DEVELOPER shall obtain an Air Quality Permit from Nevada Department of Environmental Protection with specific designation of grading practices, extent of grading allowed at one time, dust suppression activities, and erosion control and revegetation measures which shall be followed during construction

of subdivision improvements. The plan shall be approved by the Douglas County Engineer and financial security for the required measures per Douglas County Code Section 17.16.090 shall be posted prior to issuance of construction and grading permits.

8.3 Building Permits

Building permits will be issued for individual lots within the project upon completion of water system improvements, sewer collection system improvements, underground storm drainage improvements and structural road sections through subbase, as required to service individual lots recorded within each particular final map.

ARTICLE IX.

DEFAULTS, REMEDIES, TERMINATION

9.1 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 or 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. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the COUNTY.

Following consideration of the facts and evidence presented in said review before the COUNTY, 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 otherwise defaults under the terms of this Development Agreement, 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.

9.2 Enforced Delay, Extension of Time 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, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to Douglas County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, 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.

ARTICLE X.

MISCELLANEOUS

10.1 Douglas County Code

The Project shall comply with all ordinances and fees adopted by Douglas County, applied on a uniform basis to all development projects in Douglas County.

Final maps shall be recorded in accordance with all applicable Douglas County ordinances.

The proposed development shall be in accord with the objective of Title 17 of Douglas County Code and the purpose of the district in which it is located.

10.2 Mailboxes

Easements for cluster mailboxes shall be shown on the final map to the satisfaction of the U. S. Postal Service and County Public Works Department.

10.3 Martin Slough

DEVELOPER shall obtain a \$404 Permit, if required from the U.S. Corp of Engineers prior to construction of facilities in and across the Martin Slough.

10.4 Fireplaces

The DEVELOPER agrees that no fireplace or woodstove shall be placed or maintained on any lot in the Project unless the fireplace or woodstove is equipped for and only burns natural gas or the fireplace or woodstove has been certified in accordance with current standards adopted by the U.S. Environmental Protection Agency at 40 CFR, Part 60.

ARTICLE XI.

APPLICABLE LAW

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 attorneys' fees, court costs and such other costs as may be fixed by the court.

ARTICLE XII.

SUCCESSORS AND ASSIGNS

The parties hereto agree that the terms and conditions of this Agreement shall bind and inure to the benefit of the parties' successors and assigns.

ARTICLE XIII.

ENTIRE AGREEMENT

This Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the parties with respect to such subject matter.

ARTICLE XIV.

HOLD HARMLESS AND INDEMNIFICATION

DEVELOPER hereby agrees to, and shall hold the COUNTY, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for property damage which may arise from DEVELOPER's or DEVELOPER's

contractors', subcontractors', agents', or employees' operations under this Development Agreement, whether such operations by DEVELOPER or by any of DEVELOPER's contractors, subcontractors, or by any one or more person directly or indirectly employed by, or acting as agent for DEVELOPER or any of DEVELOPER's contractors or subcontractors. DEVELOPER agrees to, and shall defend 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.

ARTICLE XV.

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 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.

ARTICLE XVI.

WARRANTY AND MAINTENANCE

16.1 Warranty

The owner warrants that all subdivision improvements, public facilities, and public utilities the owner installs or causes to be installed will be free from defects in material,

construction, and design for one (1) calendar year from the date each subdivision improvement or public facility or public utility is inspected by the COUNTY. The owner must request in writing that the COUNTY inspect the completed subdivision improvement, public facility or public utility. The COUNTY must conduct the requested inspection within fifteen (15) days of receipt of the request for inspection or eighteen (18) days from the date of mailing, if the owner mails the request for inspection. If the COUNTY fails to conduct the requested inspection, the one (1) calendar year begins to run fifteen (15) days from receipt of the request for inspection or eighteen (18) days from the date of mailing, if the owner mails the request for inspection.

16.2 Maintenance

The owner must maintain all subdivision improvements and public facilities and public utilities for the warranty period in Section 6.1 of this Agreement or for the length of time the owner retains custody or control over each subdivision improvement or public facility or public utility, whichever is longer.

ARTICLE XVII.

REPAIR AND WARRANTY OF EXISTING COUNTY ROADS

17.1 Repair

If the owner or any agents or contractors of the owner use existing county roads to transport construction equipment or materials or excavation equipment or materials, the owner must repair those existing county roads to their pre-used state at the completion of each phase of the project. If, however, the County

Engineer determines that the owner's use of those existing roads necessitates their repair before the completion of any phase of the project, the owner must repair those existing county roads upon notification in writing from the County Engineer.

17.2 Warranty

The owner warrants the repair of existing county roads to their pre-used state for one (1) calendar year from the date each repaired existing county road is inspected. The owner must request in writing that the COUNTY inspect the repaired existing county road. The COUNTY must conduct the requested inspection within fifteen (15) days of receipt of the request for inspection or eighteen (18) days from the date of mailing, if the owner mails the request for inspection. If the COUNTY fails to conduct the requested inspection, the one (1) calendar year begins to run fifteen (15) days from receipt of the request for inspection or eighteen (18) days from the date of mailing, if the owner mails the request for inspection.

ARTICLE XVIII.

FURTHER ASSURANCES

In the event of any legal action instituted by any third party or other government entity or official challenging this

Development Agreement, COUNTY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

Effective this 7th day of April, 1994.

"DEVELOPER"

NEVADA PACIFIC LAND COMPANY

By: Lewis Pierce
LEWIS PIERCE, President

DOUGLAS COUNTY, a political subdivision of the State of Nevada

By: David Pumphrey
DAVID PUMPHREY, Chairman,
DOUGLAS COUNTY BOARD OF
COMMISSIONERS

APPROVED AS TO FORM:

By: Robert J. Morris, per
SCOTT DOYLE, ESQ.,
DOUGLAS COUNTY DISTRICT
ATTORNEY

STATE OF NEVADA)
 : SS.
CARSON CITY)

On March 25th, 1994, personally appeared before me, a notary public, LEWIS PIERCE, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he is the President of NEVADA PACIFIC LAND COMPANY, a Nevada corporation, and who acknowledged to me that he executed the foregoing DEVELOPMENT AGREEMENT on behalf of said corporation.

Christine Harper
NOTARY PUBLIC

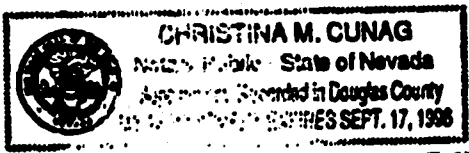


STATE OF NEVADA)
 : SS.
COUNTY OF Douglas)

On this 11th day of April, 1994, before me, a notary public, personally appeared DAVID PUMPHREY, personally known (or proved) to me to be the person 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.

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

Christina M. Cunag
NOTARY PUBLIC



DESCRIPTION
(Chichester Boundary)

A.P.N. 25-070-03, 25-080-04, 25-080-05, 25-080-06

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of the Southeast one-quarter (SE¼) and Southwest one-quarter (SW¼) of Section 33, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southeast corner of Section 33, T.13N., R 20E., M.D.M.,

thence North 01°01'12" East, 50.00 feet to a point on the northerly right-of-way of Toler Lane as shown on Record of Survey No. 23 for Douglas County, recorded January 4, 1991 in the Office of Recorder, as Document No. 242238, also the POINT OF BEGINNING; thence along said northerly right-of-way the following courses:

North 89°25'02" West, 350.38 feet;

South 00°34'58" West, 22.00 feet;

North 89°25'02" West, 2310.29 feet to the intersection of the prod of a fence line running in a north/south direction;

thence along said fence North 00°39'45" East, 846.98 feet;

thence continuing along said fence North 00°20'05" East, 279.47 feet to the intersection of an east/west fence being the property line between A.P.N. 25-070-03 and A.P.N. 25-360-01;

thence along said fence North 89°26'31" West, 960.85 feet to an angle point in said fence;

thence South 49°05'07" West, 65.06 feet to an angle point in said fence;

thence South 10°04'57" West, 109.09 feet to a ½" iron pipe, RE 446;

thence South 45°58'31" West, 137.96 feet to a ½" iron pipe, RE 446;

thence North 44°06'55" West, 150.00 feet to a ½" iron pipe, RE 446;

thence South 46°20'05" West, 202.00 feet to a ½" iron pipe, RE 446;

thence North 43°52'05" West, 888.90 feet to a fence corner as described in a Deed recorded in the Office of Recorder as Book T, Page 385;

thence North 51°25'47" East, 653.97 feet to a ½" iron pipe, the southwest corner of Carson Valley Meat Company, A.P.N. 25-070-02;

thence continuing North 51°25'47" East, 288.81 feet to a ½" iron pipe, the southwest corner of said A.P.N. 25-070-02;

thence North 40°29'13" West, 202.00 feet;

thence North 01°31'55" East, 399.37 feet to a ½" iron pipe on the east/west center section line of said Section 33;

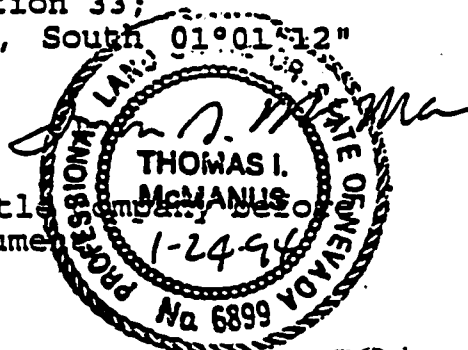
thence along said center section line South 89°21'12" East, 4074.08 feet to the east one-quarter corner of said Section 33;

thence along the east line of said Section 33, South 01°01'12" West, 2599.03 feet to the POINT OF BEGINNING.

Containing 217.68 acres, more or less.

Note: Refer this description to your title incorporating into any legal document

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



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Douglas County Staff/District Attorney's office shall take immediate steps to stop the operation.

MOTION carried with Pruett voting Nay.

Borowick Trust, 1408 Industrial Way; APN 25-151-01, T12N, R20E, Section 3.

Request: Blanket Special Use Permit allowing variety of uses

There was no public comment.

MOTION by Allgeier/Fischer to approve the blanket special use permit for Borowick Trust with staff's findings and conditions:

Findings

17.44.070 Special Use Permits - before a permit may be granted, evidence is required that the proposed use:

1. Will not be materially detrimental to the public health, safety, convenience and welfare; and
2. Will not result in material damage or prejudice to other property in the vicinity.

Conditions

1. This special use permit approves uses listed on exhibit "A", with changes by staff, as attached to the staff report.
2. The project shall obtain Design Review and adhere to the requirements of the Douglas County Design Review Guidelines to the written approval of the Chief Planning Official. The applicant is hereby notified that uses are limited to available parking and that uses for which the required parking standard cannot be attained will not be permitted.
3. New site improvements or buildings shall be reviewed and approved by the Gardnerville Town Board.
4. The project must comply with all adequate facilities requirements including the payment of impact fees, that are in effect at the time of subsequent development application.

MOTION carried unanimously.

Chichester Estates, east of Hwy 395 and north of Toler Lane; APN 25-070-03, 25-080-04, 05, & 06, T13N, R20E, Section 33.

Request: Master Plan Amendment and Zone Change substantially in compliance with the proposed Minden-Gardnerville Land Use Plan; and Tentative Map to create 785 parcels on approx. 216 acres.

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Scott Doyle, District Attorney, stated he has advised Commissioner Smallwood to make a disclosure statement of her pre-hearing context with constituents before starting the formal hearing.

Commissioner Smallwood read the following disclosure statement for the record: "I WILL MAKE FULL DISCLOSURE OF THE NATURE AND EXTENT OF MY PRE-HEARING CONTACTS WITH CONSTITUENTS REGARDING THE PROPOSED CHICHESTER ESTATES PROJECT. I'LL TRY TO BE AS BRIEF AS POSSIBLE, HOWEVER THEY DO SPAN A NUMBER OF MONTHS - PLEASE BEAR WITH ME. IN DECEMBER OF 1992, AS CHAIRMAN OF THE GARDNERVILLE TOWN BOARD I SAW THE PROJECT. I VOTED WITH THE MOTION FOR DENIAL DUE TO THE INCOMPLETE APPLICATION. HOWEVER, THE MINUTES DO REFLECT MY STATEMENT THAT THE PROJECT HAS POTENTIAL TO BE A POSITIVE AND BENEFICIAL ADDITION TO THE TOWN OF GARDNERVILLE. JANUARY 1993, A NUMBER OF PEOPLE CONTACTED ME INFORMALLY WITH CONCERNS AND COMMENTS ABOUT THE PROJECT. I CANNOT REMEMBER EVERYONE, BUT BOB ROBERTS AND STEVE COLBERT COME TO MIND BECAUSE THEY HAVE APPEARED BEFORE THE GARDNERVILLE TOWN BOARD ABOUT TRAFFIC ON TOLER AVENUE. I SUGGESTED THEY CALL THE OTHER COMMISSIONERS AND CALL THE PUBLIC WORKS DEPARTMENT WITH QUESTIONS AND MAKE AN APPOINTMENT TO VIEW THE PUBLIC RECORDS. I ASSURED THEM THIS WAS A COMMUNITY ISSUE AND DOUGLAS COUNTY IS BEING ASKED TO CHANGE A LAND USE AND ENCOURAGE PUBLIC MEETING ATTENDANCE AND THEM TO SPEAK AND SHARE THEIR CONCERNS AND COMMENTS. I DON'T HAVE A DATE, BUT RHODA CHICHESTER CALLED ME TO LOOK AT HER PROJECT. I TOLD HER I HAD BEEN GIVEN A COPY OF THE NRS 281.481 - ETHICAL STANDARDS FOR ELECTED OFFICIALS - SOON AFTER MY ELECTION AND I DIDN'T FEEL COMFORTABLE MEETING WITH DEVELOPERS. I HAD KNOWN THE RANCH HAD BEEN FOR SALE FOR YEARS AND SUGGESTED IT WAS A DEVELOPMENT ISSUE NOW AND VERY SPECULATIVE. I PERSONALLY HAD THE 1985 RHODA CHICHESTER MASTER PLAN AMENDMENT AND CHANGE OF LAND USE PACKET BECAUSE I HAD ATTENDED THAT PUBLIC MEETING. IN THE COMMISSION MINUTES THERE WAS A NOTE THAT MONICA CHICHESTER SAYS THE RANCH WILL NOT BE SOLD FOR 50 TO 60 YEARS BECAUSE THEY ARE A RANCHING FAMILY. JANUARY 25, 1993, THE DEVELOPERS HELD AN INFORMATIONAL MEETING UPSTAIRS AT SHARKEYS - I ATTENDED AND MY COMMENTS WERE SOLICITED, HOWEVER, I DIDN'T COMMENT, I STATED I WAS ONLY THERE TO LISTEN. JANUARY OF 1993, APPROXIMATELY THE 26TH AND 27TH, I WAS ILL AND BRIEFLY DID ATTEND TH PLANNING COMMISSION MEETING BUT I HAD TO LEAVE BECAUSE I GOT SICK. IN JANUARY OR FEBRUARY, I SPOKE WITH TOWN BOARD MANAGER ABOUT THE PUBLIC COMMENTS I HAD HEARD ABOUT THE PROJECT. SHE INFORMED ME THAT SHE HAD MAPS AVAILABLE FOR PUBLIC VIEWING. WE ALSO TALKED ABOUT THE MEAT PLANT, THE SLOUGH, DRAINAGE ISSUES, THE HI-DENSITY PROPOSALS, THE TRAILER OVER-LAY, THE GAMING, THE ROAD ALIGNMENT, THE PARK, PARKING, DOWNTOWN REDEVELOPMENT PROGRAMS, GARDNERVILLE ENHANCEMENT PROGRAM WE HAD BEEN WORKING ON WITH THE ARCHITECTS AND THE LANDSCAPERS. WE TALKED ABOUT ARCHITECTURE REVIEWS AND OTHER COMMUNITY ISSUES. ON FEBRUARY

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4TH, I HAD A DENTAL APPOINTMENT WITH DR. MIKE FISCHER AND AFTER MY APPOINTMENT I DROVE TO TURN AROUND BY THE NENZEL MANSION. I SAW THE PROJECT SITE AND PARKED MY CAR AND WALKED TO THE FENCE TO LOOK AT THE SITE AS I HAD HEARD IT DESCRIBED AT THE DEVELOPERS INFORMATIONAL MEETING. AS I WALKED BACK TO MY CAR I DECIDED TO KNOCK ON THE YELLOW HOUSE DOOR. THERE WAS NO ANSWER, I WALKED TO THE NEXT HOUSE AND KNOCKED. A MAN CAME TO THE DOOR AND I INTRODUCED MYSELF AND ASKED IF HE WAS AWARE OF THE PROPOSED PROJECT. HE SHARED HIS COMMENTS WITH ME. WE DISCUSSED THAT THIS WAS A COMMUNITY ISSUE AND I ENCOURAGED HIM TO ATTEND THE PUBLIC MEETINGS AND SHARE HIS COMMENTS. I DON'T KNOW WHO THIS MAN WAS AND I COULD NOT IDENTIFY HIM. I ALSO TOLD HIM THAT THE TOWN BOARD HAD MAPS AND HE COULD LOOK AT THEM THERE. NO DATE, I SPOKE WITH WORTH BORDA ABOUT THE PROPOSED PROJECT. WE ALSO SPOKE ABOUT THE MASTER PLAN DESIGNATIONS ON THE TOWN MAPS ABOUT THE PARKING ISSUES IN HER NEIGHBORHOOD AND I SUGGESTED SHE ATTEND THE GARDNERVILLE TOWN BOARD MEETINGS AND THE PLANNING COMMISSION MEETINGS AND THE COUNTY COMMISSIONER MEETINGS TO SHARE HER COMMENTS AND CONCERNS. I SUGGESTED SHE VIEW THE TOWN MAPS IN THE TOWN BOARD OFFICE. MY CONSTITUENTS COMMENTS AND CONCERNS CONTINUE. REFERENCES WERE MADE TO PAST APPLICATIONS FOR MASTER PLAN AMENDMENTS AND ZONE CHANGES ON THIS PROPOSED PROJECT. I STATED - DOUGLAS COUNTY DESERVES THE VERY BEST PROJECT POSSIBLE. THIS IS A COMMUNITY ISSUE ON QUALITY MANAGED GROWTH. I CONTINUE TO SUPPORT THE OPEN MEETING LAW AND ENCOURAGE CITIZENS TO ATTEND AND PARTICIPATE IN PUBLIC MEETINGS. SOME TIME IN FEBRUARY, RALPH JENNINGS - A NEWS REPORTER WITH THE NEVADA APPEAL CALLED ME AND SAID HE UNDERSTOOD - QUOTE: "I WAS THE MAIN OPPOSITION TO THE CHICHESTER ESTATES". I SAID THAT WAS NEWS TO ME. I HAD ENCOURAGED PEOPLE TO ATTEND PUBLIC MEETINGS AND THAT I SUPPORTED QUALITY MANAGED GROWTH. I IMMEDIATELY CALLED ROSS CHICHESTER AND TOLD HIM WHAT RALPH HAD SAID. HE SAID THAT HE HAD HEARD THAT ALSO. WE TALKED ABOUT GROWTH AND I ASSURED HIM GARDNERVILLE WOULD EXPECT NO MORE THAN MINDEN SINCE HE SITS ON THE MINDEN TOWN BOARD AND WE HAD WORKED TOGETHER ON MANY ISSUES AND I KNEW HE UNDERSTOOD LAND SPECULATION. FEBRUARY 25TH, THE PLANNING COMMISSION MEETING WAS A FULL HOUSE. SEVERAL CITIZENS WERE WRITING NOTES AND PASSING THEM AROUND AND THEY PASSED THEM TO ME. I TRIED TO ALLEVIATE THEIR CONCERNS, HOWEVER I DON'T KNOW IF I WAS SUCCESSFUL IN DOING THAT. CITIZENS CONTINUED TO SHARE THEIR CONCERNS FOR DOUGLAS COUNTY WITH ME, I ENCOURAGED THEM TO ATTEND PUBLIC MEETINGS AND PARTICIPATE IN THEIR COMMUNITY MEETINGS FOR THE BEST INTEREST OF DOUGLAS COUNTY. AS QUESTIONS HAVE COME UP I HAVE CALLED AND GONE INTO PUBLIC WORKS TO TALK WITH STAFF. IT IS IMPOSSIBLE FOR ME TO REMEMBER TIMES AND DATES AND PLACES. PUBLIC WORKS FILES ON DEVELOPMENT ISSUES ARE PUBLIC RECORDS. IT IS IMPOSSIBLE FOR ME TO REMEMBER EVERYONE THAT I HAVE COME IN CONTACT WITH OVER THESE MONTHS. HOWEVER, NOW HAVING MADE THESE DISCLOSURES AS ADVISED BY THE DISTRICT ATTORNEY, I CAN

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FULLY PARTICIPATE IN DISCUSSION AND ACTION ON THE CHICHESTER PROJECT. THANK YOU".

Chairman Pumphrey asked the applicant if they had any intention to raise an issue of the participation of Barbara Smallwood in these proceedings.

Steve Hartman stated he believed the issue has been raised already as a matter of record.

Chairman Pumphrey recollected the primary reason this item was continued from the last public hearing was because of issues raised over the proposed location of the Muller Parkway, and now an other issue needs to be addressed in reference to the location of a right-of-way for a train.

Mark Palmer, County Engineer, informed the Board that no final conclusion has yet been reached as to where the Muller Lane alignment will be located. However, meetings have been scheduled with all impacted parties in hopes of having a final resolution to the issue.

Commissioner Smallwood asked how a map can be adopted when you don't know where the roads are going to be.

Larry Werner, Public Works Director, stated the condition recommended through the process of Planning Commission and proposed and agreed to by the applicant stated for the most part, the alignment of Muller Parkway in relation to the Chichester Ranch may be a mute point in that there may be a better alignment that will not impact the Chichester Ranch. The State has agreed to work with the County to resolve the actual alignment through process and filing of the tentative map.

Chairman Pumphrey stated to approve the project without knowing where the road is going to be, causes him extreme concern.

Commissioners Smallwood and Allgeier expressed concern as to why this matter is before the Board if the road issue has not been pinned down and defined.

Rob Anderson stated the Chichester family, as well as the project proponent, still desire to work with the county and adopt an alignment.

Commissioner Fischer disclosed that his dental office is on the corner of Mission and Eddy Streets in case it constitutes any conflict of interest.

Mr. Doyle feels Commissioner Fischer's informational disclosure is sufficient.

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Rob Anderson pointed out to the Board that Condition 7F. deals with the subject and is acceptable to his client. Mr. Hartman added the condition is viable and also acceptable to the applicant.

Vice-Chairman Pruett expressed concern that issues pertaining to some of the businesses, such as the Overland Hotel and Mendes Slaughter House, have not been properly addressed as to where the road will be.

Keith Ruben, Associate Planner, gave a brief overview of the staff report. The Virginia Truckee Railroad easement, as designated in the 1985 Transportation Plan, shows the rail alignment through a portion of the northwest corner of the project. It is important that the Board make a decision regarding the alignment of the roadway so the transportation consultant will know whether or not to include it in his report.

Mr. Ruben referred to Condition 16 regarding the school site in which the developer would find a site appropriate for a school, purchase the site or secure bonding in advance for the site, and the developer would be credited back with school fees collected as part of the building permits.

Mr. Ruben read Condition 14 which refers to the Park site. Extension of State Route 756 will bisect the existing Gardnerville Town Park making it unusable. When construction begins on the extension, an interim park equivalent to the current park must be built for use while the proposed project is being built. Later, another site will be found to relocate the park with an equivalent or superior sports complex, and reimbursement credit will be given for construction of the park.

Vice-Chairman Pruett expressed concern that with the encroachment of homes, apartments, and businesses, the slaughter house property will become crowded and isolated, and he cannot vote in favor of such an action.

Mr. Ruben stated part of the project would not be constructed or built until the slaughter house is no longer in use - per a condition devised by the Planning Commission in order to alleviate any impacts to the slaughter house.

Jack Sheehan, representing Carson Valley Meat Company and its owner - Bill Mendes, stated to his knowledge nobody on any one of the town boards or Planning Commission has not indicated a feeling of sympathy and understanding towards the problems the Carson Valley Meat Company will experience, through no fault of its own, but because of an intrusion of incompatible and

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conflicting uses of property that are contiguous to each other.

Mr. Sheehan communicated concerns of Mr. Mendes if the project is allowed: various water problems and flooding; require developer to allow some type of access to the Mendes property; a buffer constructed by the developer with a 6 ft. solid concrete or block retaining wall around the east and south borders of the property; location of a potential recreation ball park field in that the meat plant would be over the ball field fence from the ball park - possible nuisance problem; therefore, based on concerns of Mr. Mendes and Commissioners, it is inappropriate to approve the tentative map at this time.

Rob Anderson responded to the concerns of Mr. Mendes: property zoned C-3 is to be the buffer area; a substantial amount of the Mendes property is affected by the flood plain and his existing well is adjacent to the Martin Slough which is a conveyance system for storm water as well as irrigation waters; and Condition #7-i. - addresses the provision for access required.

Chairman Pumphrey proposed a condition stating issues raised on behalf of the Mendes property are to be resolved with the developer, to the satisfaction of Bill Mendes and the County, and if a resolution cannot be reached it will be accomplished by the Board, if necessary.

Steve Hartman rebutted the Mendes property has been encroaching on the Chichester property since 1978, and he feels the issue of encroachment is a two way street. The Chichesters have been very accommodating regarding this issue.

Chairman Pumphrey, in his opinion, feels a buffer fence of some type is appropriate and suggested it be imposed as a condition by the Board and a statement made that there will be a buffer not to be built on that's defined as a phase, would be much better handled if expressed in terms of "x" number of feet of the Mendes property.

Chairman Pumphrey requested the Town of Gardnerville's February 18, 1993 letter be made a part of the record as it states the concerns of the Town Board, relating to future incompatible impacts between the development as proposed and the Carson Valley Meat Co. and that there be no negative impact on the current use of the Mendes property.

Brent Kolvet, representing property owners along Orchard Road and the East Valley area, stated concerns have been expressed that no information has been made available to the property owners regarding the proposed alignment issue. He requested

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Condition #7F - which will contemplate a final alignment - be deferred as there are many issues that need to be addressed.

Commissioner Pumphrey stated he understood the original road alignment was adopted as part of the 1985 Master Plan amendment process, and any adjustments to it must go through the same Master Plan process - Planning Commission, Board of Commissioners, and full public hearings.

Mr. Doyle stated there is a multi-part application before the Board and any adjustments will have to go through the Master Plan amendment process in order to establish the alignment.

Chairman Pumphrey suggested condition #7F be amended with the following words:....via Master Plan amendment process. Mr. Hartman agreed with the amendment to the condition.

Commissioner Smallwood questioned approval of a map if location of the road is unknown. Chairman Pumphrey stated it could be made a condition of approval.

CONSENSUS of the Board, and agreement by the applicant, that condition #7F will be amended to read that any amendments to the existing Muller Lane alignment will be done through the standard Master Plan process which includes full public hearings before the Planning Commission and Board of Commissioners.

Rick Kester from Douglas County School District, conveyed a concern that has not been addressed is the ability to get school buses in and out of the Carson Valley Middle School from Hwy 395. They had hoped there could be an access to the Middle School from State Route 756.

Commissioner Fischer feels Courthouse Alley is a fixable solution for access to the school site.

Mr. Kester stated the School District believes the school site, not within the subdivision, is appropriate and the applicant has been working with the district on that issue.

Mr. Hartman stated Condition #7.I. deals with the access issue of buses getting to the Middle School via State Route 756.

Mr. Doyle stated a proposed Interlocal Agreement between Douglas County and the School District will be presented at the Commissioners meeting of May 20th and will set the general formula as to how fees are to be computed, collected, and remitted to the School District.

Mark Gonzales from Vasey Engineering representing the Town of Gardnerville and the Gardnerville Town Water Co.,

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stated Condition #4. C, D, and F (as stated in staff report), satisfied the concerns of the Gardnerville Town Water Company.

(The following partial verbatim of discussion referring to Condition #14 was requested to be put into the minutes by Chairman Pumphrey and Scott Doyle, District Attorney):

Chairman Pumphrey - I have two additional questions I'd like addressed and I'll just tell you what they both are then address them one at a time. One has to do with the replacement for the Gardnerville Park and how that's going to be handled and the other has to do with phasing of off-site improvements. I'd like to understand when those are going to occur and what the possibilities are of promised off-site improvements for later phases if they don't take place what arrangements have been made to take care of that. But perhaps the first question would be: the Gardnerville Park and a replacement and what's going to be done in the interim. What now with the recognition that the school district has not agreed and may not agree, what are we going to do?

Rob Anderson - Okay, can I take a moment. The proposal with the Gardnerville Park is very much been discussed amongst staff including Tracy Novak, Parks Director. In fact as recently as last week we met as a group again to make sure that we could in fact address that question tonight. And the issue is - initially when the first phase of the development, is the phase of 55 acres or thereabouts, which is here (pointing to the overhead projector screen) in this area and would require the extension of State Route 756 therefore severing the Park, the existing Park. The agreement is that immediately and without the Parks Department losing the utilization of those fields, we would construct an interim facility. The discussion has been that we would construct that facility and basically replace the one field and the soccer field that is being severed would be replaced in the area of C-2, and that would be done immediately - in the first phase - when this road goes through. Prior to that that interim facility would be constructed by the applicant, at the applicant's sole expense. The discussion was that that needed to be done so that they did not and they were not affected by the loss of the Park. Upon either sale of that property, the proposal is, upon either a purchase agreement on that property or sale of that property, or at a certain building permit of which would be the subject of the negotiations of the Development Agreement, the applicant would go forth and develop off-site, a equal or superior sports complex and the discussion has been very much that it would be a quad softball, combined use type facility. And the discussion was with the School District is that might be mutually beneficial. That they had the property and we had the sports complex and we needed the construction. In the event that the School property is not available, the discussion has been that we

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would participate to our full extent of the Residential Construction Tax monies in the construction in an off-site location. In the event that an off-site location away from the School District site is required to be purchased, we would be reimbursed, or that would be discounted towards our fees. And equally there has been various discussions about the use of the remainder of the Park in the future and whether Gardnerville would desire to maintain or continue to operate that facility and what they would like to do and we would be open to discussions with them to help alleviate that. But in any event, we will either construct an off-site facility at that time that the interim facility is no longer needed or no longer used to the extent that our Residential Construction Tax monies would be utilized. There is discussion and it was agreed that by the developer coming forward and being willing to do that, there would be an opportunity for costs savings because we are not subject to the Davis-Bacon rules as you are, and the facility was envisioned to be similar in scope to the Aspen Park that exists out in Gardnerville Ranchos, and that has been the sum total of the discussion as it relates to Parks.

Chairman Pumphrey - The question, if I understand correctly, when you talk about a credit against the Residential Construction Tax for Parks, you are talking about a credit against the cost of a final solution.

Rob Anderson - Exactly.

Chairman Pumphrey - The interim solution that you will be putting in there is

Rob Anderson - The interim solution is our responsibility.

Chairman Pumphrey - Okay.

Commissioner Allgeier - Why would we participate and reimburse you for the cost of a site, in reality, which is already there and which you are taking in order to put in the road

Rob Anderson - Excuse me Bob, we are not taking that site. That site is the property of the Town of Gardnerville and there has been a little bit of discussion about that. There was some initial discussions that perhaps if we purchase that site, which obviously is valuable to us, if we acquired that site then there would perhaps not be a reimbursement or that would be an off-set cost. But the proposal that is before you today and what the conditions contemplate, is one where that portion, that property that is currently Town of Gardnerville's would remain theirs and therefore if we go out and buy an off-site site, then we should be reimbursed for it - is the argument, or the discussion.

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Chairman Pumphrey - I don't see the representations that you have just made reflected in the conditions other than a reference, I think, to 14 - to an interim thing. I guess what I'm saying is that assuming your representations are acceptable to this Board I think that the conditions and/or a transcript of those representations needs to be made.

Commissioner Smallwood - Not quite so vague.

Rob Anderson - We would consider a modification, if you have one Dave. I believe it is essentially that and I believe Keith would confirm our conversations - I don't know where Larry went, but he also was involved in the meeting.

Commissioner Fischer - Talking to Hickey in the hallway.

Chairman Pumphrey - Now what I - I see where the interim facilities be provided prior to recording Phase I, but I don't see anything addressing the timing of a final solution and/or again, the balance of the representations that you have just made, so

Rob Anderson - Beyond the first coma there Dave, it says - let me read the whole statement: "The developer in cooperation with and to the satisfaction of the Parks Division and the Parks and Recreation Committee, shall provide a detailed plan showing where and how an equivalent or superior interim sports complex can be completed prior to recording the phase one final map and cooperate for design of park/recreational facilities and use of Residential Construction Taxes generated from the project". Perhaps there's an omission there and it should say"for the final solution".

Chairman Pumphrey - And your definition of cooperation is that to the extent of the maximum residential construction taxes up to that point you will fund them, pay for and construct these facilities - up front - for when.

Rob Anderson - That's correct. The discussion has been that at such time as the interim sports complex is either, that site is purchased or at such time as a building permit specific, and that would be the subject of the negotiation during the Development Agreement, that at whatever time that was determined to be mutually agreeable, then we would go forward immediately with the construction of the final complex. Obviously we need some time to defer a little bit of that cost or to accumulate it within a reserve account to allow us to go forward and to come out of pocket initially and go build that type of complex, is onerous, at best.

Chairman Pumphrey - Scott, do you got any feelings for how we should handle this in that particular issue. I'm of a mind to say that we oughta get a transcript of the remarks you just

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made. Linda, you might want to make a tick mark in there if you can so those representations can be part of the record.

Scott Doyle - If we can just have a partial verbatim of that, then we will put it in the file and when it comes time to negotiate the Development Agreement, we can bring that tape back up and use that to produce the language. I think that's the way to do it.

Rob Anderson - That's fine with us.

(End of verbatim).

PUBLIC COMMENT

Patty Clark read the following on behalf of Jerry Bing as she had to leave the meeting: "When the zoning change on the Chichester property was approved back in 1988, she was sitting on the Board. She said it was approved 4 to 1 and she was the opposing party. She said she opposed it because there was no plan and because she didn't think there should be a casino overlooking the slaughter house. Now, however, she said the plan shows very logical outgrowth from town which is a desirable planning element and the county needs the roads to provide transportation to and for the existing residents." Signed by Jerry Bing.

Gene Osborne, per Ms Clark, also had to leave the meeting, however, he is in support of the project.

Ms Clark feels the Chichester's have a right to see their expectations fulfilled.

Patricia Settelmeyer feels the question to be considered is whether or not there should be well thought out development and growth or piece meal growth as seen in the past.

Matt Benson, Joanne Bruns, Leonard Anker, Tod Bently, Gary Peterson, Sheriff Jerry Maple, Judy Brierly, Bruce Clark, Jim Woods, Laurie Hickey, Toni Rooker, and Alan Mortimer supported the project because: it will provide affordable housing and jobs; extension of the sanitation line for any development north and east of Minden and Gardnerville; it is contiguous to town with the Sheriff and police nearby; there will be a central location for fire, police and medical, and close to stores and schools.

Steve Colbert, Toler Lane resident, is not opposed to the project, but expressed concern as to the heavy truck traffic and noise on the narrow road in front of the Gardnerville Elementary School, and suggested Harvest Drive become a main outlet as tentative approval was previously given by the Gardnerville Town Board.

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Paul Stellway, Toler Lane resident, is opposed to the project.

Public Comment was closed.

Vice-Chairman Pruett said he is in favor of the proposed project.

Mr. Hartman submitted two letters for the record: a letter from Marvin Settlemyer in support of the project; and a letter from Anita Stodick regarding the re-alignment of Muller Lane Parkway/Mid-Valley alignments.

Commissioner Fischer said he is in support of the project as he feels it will be a benefit, long-term, to the county.

MOTION by Allgeier/Pruett to approve the Chichester Estates Master Plan Amendment, Change of Land Use and Tentative Map request, including staff conditions as modified and amended by Board discussions and direct the drafting of a Development Agreement incorporating the matters, as discussed with the Board, be initiated:

CONDITIONS:

1. Miscellaneous technical map corrections to the satisfaction of the County Engineer.
2. The applicant shall submit C.C.&R.'s for review by the Public Works department, District Attorney's office and the Town of Gardnerville.
3. Public Utility easements shall be a minimum of 7.5 ft. along all road frontages and 5 ft. along the side and rear property lines of the parcels.
4. The project shall comply with the following conditions relating to the Town of Gardnerville:
 - A. Annexation of the project to the Town prior to the recordation of any final map.
 - B. All final maps shall contain a grant of a perpetual offer of dedication of roadways to the Town.
 - C. Connection to Gardnerville Town Water System prior to recording any phase of the project.
 - D. Installation of water system facility improvements and the dedication of water rights required to serve the project to the satisfaction of the Gardnerville Town Water Company.

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E. The Town of Gardnerville shall accept the dedication of improvements and assume responsibility for maintenance of drainage retention areas, roadways, park sites and other public works in accordance with its standards and conditions on a phase by phase basis.

F. Prior to recording the final map, the applicant shall satisfy the Gardnerville Town Water Company with respect to Douglas County Code 16.32.085.

G. The applicant shall comply with the recommendations and conditions outlined in the letter dated January 11, 1993, from Vasey Engineering, specifically those conditions beginning on page 7 of that letter and continuing through to page 9 to the satisfaction of the Town of Gardnerville and the County Engineer. However, special condition #10 (found on page 9 of Vasey's letter) are not applicable.

5. The easement for cluster boxes shall be shown on the final map to the satisfaction of the Postal Service and Douglas County Public Works.

6. The applicant shall obtain an Air Quality Permit from the Nevada Department of Environmental Protection with specific designation of grading practices, dust, erosion conditions and revegetation measures which shall be followed during construction of subdivision improvements. The plan shall be approved by the Douglas County Engineer and financial security per Douglas County Code 17.16.090 shall be posted to the satisfaction of the Public Works Department prior to recordation of the final map.

7. Prior to applying for the Final Map of any applicable phase of development, the following roadway related improvements shall be completed to the satisfaction of the County Engineer for the phase of development, the subject of the final map.

A. The applicant will design and construct the extension of State Route 756 from US Hwy 395 to Chichester Lane and grant the necessary easement for State Route 756 from Chichester Lane to the proposed Muller Parkway, across the applicant's property. The applicant will design and construct the roadway improvements to the approval of the County Engineer and the Nevada Department of Transportation. All costs incurred by applicant in the financing, design and construction of State Route 756 shall be subject to reimbursement or credit based upon the project's pro-rata impact upon State Route 756. The pro rata impact shall be determined by trip generation data, compiled in accordance with the criteria of the Institute of Traffic Engineers. Each new project that impacts the extension of State Route 756 within ten (10) years of the date of approval of applicant's project shall reimburse applicant based upon the new project's trip generation data as a

**Douglas County Board of Commissioners
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percentage of the total capacity of the extension of State Route 756 constructed by applicant.

B. Any required signing, striping or traffic control comply with Douglas County and the Nevada Department of Transportation requirements;

C. The applicant will design and construct the intersection traffic signal improvements at State Route 756 and US Hwy 395. Improvements shall include exclusive lanes for each the left, through, and right movements with traffic control signal which shall be upgraded to an eight phase unit to the satisfaction of the Nevada Department of Transportation.

D. The Toler Lane approach of the US Hwy 395/Toler Lane intersection shall be modified to operate with right in/right out only movements to the satisfaction of the Town of Gardnerville, the Traffic Safety Committee, the Nevada Department of Transportation and the County Engineer.

E. Channelization improvements shall be constructed at the Waterloo Lane/Toler Lane intersection in accordance with the design by Paul Solegui and as approved by the County Engineer.

F. The applicant will dedicate the necessary right of way on its property for the alignment of the Muller Parkway and the Mid Valley Parkway (per P.C. 2/25/93) as approved by the Towns of Minden and Gardnerville, Douglas County Planning Commission and the Board of Commissioners via Master Plan process.

G. The connection to Muller Lane Parkway from the subdivision on the North side shall not be from Harvest Drive. The applicant shall submit an appropriate redesign extending Russell Drive prior to recording the final map for that applicable phase.

H. A bus circulation plan for the Gardnerville Elementary School shall be incorporated into the subdivision redesign with a connection of the northern end of the school site and the Hellwinkle Family Trust to a location close to Sugar Circle to the satisfaction of the Douglas County School District and the County Engineer prior to recording the final map for the applicable phase.

I. The applicant will dedicate a roadway easement to the County for an extension of the alignment of High School Street along the Westerly boundary of the Martin Slough where it bisects the proposed extension of State Route 756.

J. The applicant is required to submit a detailed traffic impact analysis for the project. The applicant is required to construct the off site roadway and intersection improvements

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identified in traffic impact analysis, concurrent with the on-site development improvements for each project phase.

8. The applicant is required to submit a detailed drainage study and improvement plans for on site drainage to the satisfaction of the County Engineer. This study shall address and require improvements in compliance with the County Flood Hazard Ordinance and floodway modeling and the County's Interim Drainage Improvement policy dated September 13, 1991. Drainage facilities and structure within the Slough shall be constructed in compliance with the approved drainage plan.

9. No open drainage ditches shall be allowed over any residential lot. Piping structures shall be per the Town of Gardnerville and the Water Conveyance Advisory Committee standards.

10. The applicant shall obtain a 404 permit, if required from the US Army Corps of Engineers prior to the construction of facilities in and across the Martin Slough.

11. The project shall connect to the Minden Gardnerville Sanitation District treatment plant for wastewater treatment and shall be reviewed and approved by the Nevada State Health Division for each phase of the development.

12. The project shall comply with all ordinances and fees adopted by Douglas County applied upon a uniform basis to all development projects in Douglas County, applied prospectively.

13. Prior to recording the final map, the applicant shall pay the following fee:

- a. \$400.00 per lot fire protection.

14. The developer in cooperation with and to the satisfaction of the Parks Division and the Parks and Recreation Committee, shall provide a detailed plan showing where and how an equivalent or superior interim sports complex can be completed prior to recording the phase one final map and cooperate for design of park/recreational facilities and use of Residential Construction Taxes generated from the project for the final solution.

15. Prior to submittal of the final map for phase one, the developer shall supply a Design Manual which may be a part of the C.C.&R.'s which will show design theme materials and architectural treatment requiring units to be fenced and addressing entry monumentation, the proposed interior park site, and the proposed subdivision wall with respect to materials and landscape treatment for review by the Town of Gardnerville and County Planning Staff.

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16. Applicant will enter into a Development Agreement with Douglas County which implements the policy to be adopted by Douglas County regarding mitigation measures pertaining to the Douglas County School District. As part of the agreement, the developer shall acquire a ten acre site approved by the school district prior to recording the final map, with credit for any applicable school fees. (Per P.C. 2/25/93). The intent of this condition is to allow the imposition of such newly developed policies, rules, regulations and ordinances on residential construction in the subdivision, but not to delay the intended completion thereof.

18. The Development Agreement for the project shall reiterate these conditions, the construction of both on site and off site improvements, the phase of such improvements where applicable, and the pro rata share of costs and the reimbursement costs in excess of the applicant's pro rate responsibility which will be paid by subsequent projects.

19. No fireplace or woodstove shall be placed or maintained on any lot in the project unless the fireplace or woodstove is equipped for and only burns natural gas or the fireplace or woodstove has been certified in accordance with current standards adopted by the US Environmental Protection Agency at 40 CRF, Part 60.

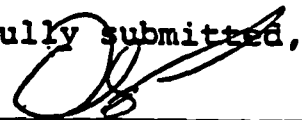
20. The Virginia Truckee Railroad easement as designated on the 1985 transportation plan shall be offered for dedication with the recording of each phase where the easement is located. The development agreement shall address provisions for the reversion of this easement.

MOTION carried unanimously.

ADJOURN AS BOARD OF ADJUSTMENTS
RECONVENE AS COUNTY COMMISSIONERS

With no further business to come before the Board, the meeting adjourned at 11:55 P.M.

Respectfully submitted,



David G. Pumphrey, Chairman
Douglas County Board of Commissioners

ATTEST:


Barbara J. Reed, Clerk to the Board

"EXHIBIT C"

PHASING SCHEDULE

<u>PHASE</u>	<u>REQUIRED ACTION</u>	<u>REFERENCE</u>
Phase 1	• Purchase School Site	Article 2.3
	• Detailed Drainage Study	Article 3.4
	• Annexation to the Town of Gardnerville	
	• Annexation to Minden/Gardnerville Sanitation District	
	• Annexation to the Gardnerville Town Water Company	
	• Water System Improvements as agreed to with the Town Water Company	Article IV
	• Sewer System Improvements as agreed to with M.G.S.D.	Article IV
	• Park Improvements	Article VI, Memo dated December 16, 1993
	• Extension of "SR 756"	Article VII (A)
	• "SR 756" & U.S. 395 Intersection Improvements	Article VII (C)
	• Toler Lane & U.S. 395 Intersection Improvements	Article VII (D)
	• Bus Circulation Plan	Article VII (G)
	• High School Street Easement	Article VII (H)
	• Traffic Impact Analysis.	Article VII (I)
• 404 Permit	Article X	
Phase 2-15	(when required by a particular Phase)	
	• Water System Improvements as agreed to with the Town Water Company	Article IV
	• Sewer System Improvements as agreed to with M.G.S.D.	Article IV
	• Storm Drainage Improvements as set forth in previous detailed study	Article 3.4
	• Waterloo Lane/Toler Lane Intersection Improvements	Article 7.2 (B)
• Park Improvements	Article VI-Memorandum dated December 16, 1993	

NOTE:

- 1) Construction access for Phase 1 shall be limited to the following route; U.S. 395 to Waterloo Lane; Waterloo Lane to the Project entrance at the intersection of Waterloo Lane and Toler Lane. An internal construction access road will be constructed and maintained through the interior of the Project.
- 2) Construction access for Phase 2 and subsequent phases will be either through the Waterloo Lane route previously described or across the newly constructed extension of State Route 756 (Gilman Avenue).

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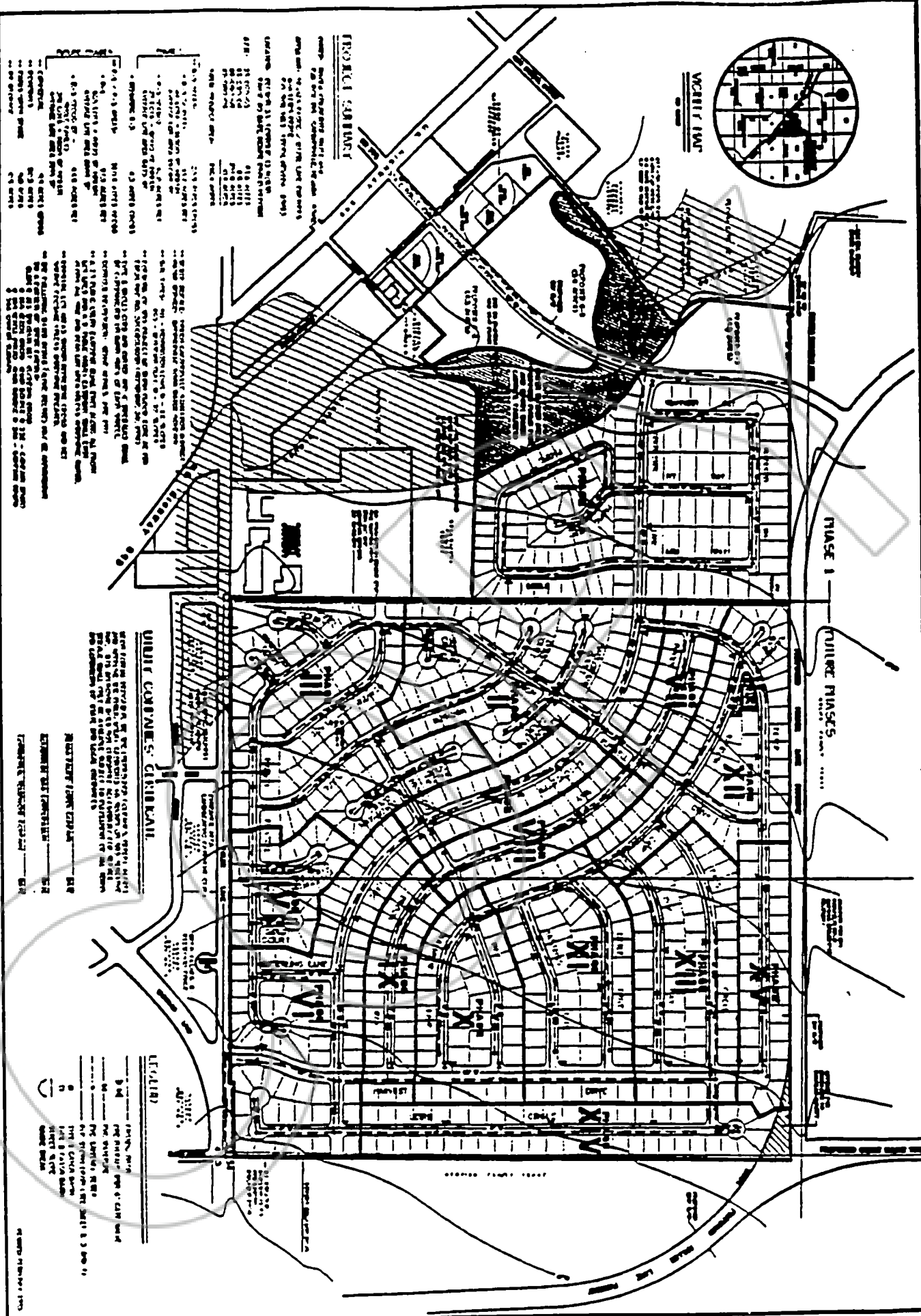
**Phasing Plan
Chichester Estates Development
Gardnerville, Nevada
December 1993**

Phase	No. of Lots	No. of Res. Units	Cumulative No. of Res. Units	Percentage Total
I	126	259	259	28.3%
II	81	81	340	37.1%
III	99	99	439	47.9%
IV	29	29	468	51.1%
V	23	23	491	53.6%
VI	73	73	564	61.6%
VII	21	21	585	63.9%
VIII	27	27	612	66.8%
IX	29	29	641	70.0%
X	38	38	679	74.1%
XI	54	54	733	80.0%
XII	54	54	787	85.9%
XIII	54	54	841	91.8%
XIV	47	47	888	96.9%
XV	28	28	916	100.00%
	783	916		

(1) "Phase I" includes two (2) lots for the commercial areas, two (2) lots for the Martin Slough area and an additional lot for the proposed 12.3 multi-family residential area near Carson Valley Meat Company.

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PROPOSED ROAD

1. 4'-6" SIDEWALK
 2. 16'-0" ASPHALT DRIVEWAY
 3. 16'-0" ASPHALT DRIVEWAY
 4. 4'-6" SIDEWALK

GRAND CONCOURSE

1. 16'-0" ASPHALT DRIVEWAY
 2. 4'-6" SIDEWALK
 3. 16'-0" ASPHALT DRIVEWAY
 4. 4'-6" SIDEWALK

CULTURE PLACES

1. 16'-0" ASPHALT DRIVEWAY
 2. 4'-6" SIDEWALK
 3. 16'-0" ASPHALT DRIVEWAY
 4. 4'-6" SIDEWALK

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PROPOSED ROAD

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 2. 16'-0" ASPHALT DRIVEWAY
 3. 16'-0" ASPHALT DRIVEWAY
 4. 4'-6" SIDEWALK

**PHASING PLAN
 CHICHESTER ESTATES**



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ORDINANCE NO. 596

SUMMARY

Ordinance approving an Interlocal Agreement between Douglas County and the Douglas County School District providing guidelines for the establishment and collection of financing for capital facilities required by the District.

TITLE

An ordinance approving an Interlocal Agreement between Douglas County and the Douglas County School District providing guidelines for the establishment and collection of financing for capital facilities required by the District.

The Board of County Commissioners of the County of Douglas, State of Nevada, does hereby ordain as follows:

SECTION I: The Board of County Commissioners adopts and approves the attached Interlocal Agreement pursuant to and in accord with the provisions of Nevada Revised Statutes section 277.045(2).

SECTION II: This ordinance shall be in full force and effect on July 22, 1993.

PROPOSED on June 3, 1993.

PROPOSED by Michael Fischer.

PASSED on July 1, 1993.

VOTE: Ayes: Commissioners _____

Michael Fischer

Bob Allgeier

David Pumphrey

Nays: Commissioners Robert Pruett

Absent: Commissioners

Barbara Smallwood


DAVID G. PUMPHREY, CHAIRMAN

ATTEST:

Barbara Reed
BARBARA J. REED, CLERK
By: L. Lynch, Deputy

COPY

**DOUGLAS COUNTY SCHOOL DISTRICT
Board of Trustees**

and

**COUNTY OF DOUGLAS
Board of County Commissioners**

JOINT RESOLUTION

93-46

WHEREAS Nevada Revised Statutes, sections 278.0201 through 278.0207, authorize Douglas County to enter into development agreements concerning the development of land for residential use; and

WHEREAS Douglas County has enacted regulations for the purpose of implementing development agreements; and

WHEREAS the Board of County Commissioners of Douglas County, Nevada, (hereinafter "County") has adopted an ordinance to approve an Interlocal Agreement between the County and the Board of Trustees of the Douglas County School District (hereinafter "District"); and

WHEREAS the District formally adopted said Interlocal Agreement by resolution at their regular meeting on July 20, 1993; and

WHEREAS said Interlocal Agreement establishes a procedure for adopting a "fair share cost" for school facilities to be incorporated into development agreements with persons proposing subdivision and other residential developments subject to NRS 278.0201 through 278.0207 within Douglas County; and

WHEREAS said Interlocal Agreement provides for the payment of a fair share cost per residential unit within a subdivision or other residential development subject to NRS 278.0201 through 278.0207, through Douglas County to the District, based upon the impact of the development upon the school facility needs of Douglas County; and

WHEREAS said Interlocal Agreement provides that the County and the District must establish the Fair Share Cost for each year by adoption of a formal resolution passed by the Board of Trustees for the District and the County Commission for the County at a joint meeting noticed for the purpose; and

WHEREAS the County and the District have duly noticed and conducted a joint meeting concerning the adoption of a resolution establishing a fair share cost, which public meeting took place on September 2, 1993, after having been duly noticed as required by the Interlocal Agreement. At said meeting, the Boards considered the testimony of the public, the recommendations of staff, and the "Final Report, 'Fair

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Share' School Facilities Costs, Douglas County School District," dated September 14, 1992, prepared by Freilich, Leitner, Carlisle & Shortlidge as consultants to the District, [hereinafter "report"], a copy of which was introduced and made part of the record at said meeting; and

WHEREAS the evidence presented to the County and the District at the meeting and through the report demonstrates that residential development within Douglas County has a direct and substantial impact upon the ability of the District to provide adequate facilities for the education of children within Douglas County; and

WHEREAS both the District and the County have a legitimate governmental interest in effecting orderly growth and development within Douglas County; and

WHEREAS the County has concluded that it is necessary for the impact upon school facilities to be addressed as a condition of approval of certain residential developments in Douglas County through the vehicle of development agreements; and

WHEREAS a direct and substantial relationship exists between residential development and the need for new school facilities; and

WHEREAS the report, after analysis of substantial and compelling evidence, concludes that the current impact of new construction on the District's school facilities needs is \$3,397.00 per dwelling unit, excluding Tahoe enrollment, and \$2,413.00 per dwelling unit, after adjustments are made for the school residential construction taxes imposed under NRS 387.329 through 387.332 and debt service on outstanding bonds; and

WHEREAS the County and the District have received testimony that a conservative approach should be taken to the establishment of the fair share cost in consideration of variables which exist concerning the calculation of the fair share cost; and

WHEREAS a majority of both Boards specifically find that:

- 1. New residential development has a direct and specific impact upon the need for school facilities within Douglas County.**
- 2. A fair and reasonable cost must be assessed against each dwelling unit within a residential development subject to development agreements in Douglas county in order to provide adequate school facilities, the need for which reasonably results from such new development.**
- 3. The County and the District wish to encourage contribution of land or capital improvements for school facilities in lieu of payment of the fair share cost, which contributions are to be credited against the fair share cost due pursuant to Article III of the Interlocal Agreement.**

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4. Without the payment of a reasonable fair share cost per dwelling unit, neither the County nor the District can guarantee that adequate school facilities can be provided to the residents of new development.

5. The analysis contained within the report fairly describes the impact that will occur.

6. A reasonable and equitable fair share cost is \$2,400.00 per dwelling unit.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Douglas County School District and the Board of County Commissioners of Douglas County, Nevada, adopt and approve the establishment of a fair share cost, net of the residential construction tax for school facilities and any adjustment for debt service on bonded indebtedness, pursuant to the Interlocal Agreement above referenced, at \$2,400.00 per dwelling unit with contributions of land or facilities to be credited against such fair share cost pursuant to Article III of said Interlocal Agreement.

DOUGLAS COUNTY SCHOOL DISTRICT

DOUGLAS COUNTY

By: *R.P. Waller*
President, Board of Trustees

By: *[Signature]*
Chairman, Board of County Commissioners

Adopted September 2, 1993, by the following vote:

District:	Ayes:	7	County:	Ayes:	4
	Noes:	0		Noes:	0
	Absent:	0		Absent:	1

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: September 28, 1993
Clerk of the Ninth Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By *Dorothy Young* Deputy

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BK 0494 PG 4244

PROJECT REVIEW

APPLICANT: NEVADA PACIFIC/HAZEL LAND PARTNERS
LOCATION: CHICHESTER RANCH, NORTH SIDE OF TOLER LANE
DATE: JANUARY 11, 1993

Project Description

The project consists of development of 216.4 acres into a potential of 900 dwelling units of which 785 are single-family residential dwellings.

The remainder of the project is proposed as 46 4-plex lots, 75 patio homes, 4.3 acres gross of R-3 multi-residential, and 9.9 acres of commercial.

Project Sequence

The applicant is proposing to accomplish the above development in three stages:

- 1. Master Plan Amendment
a. The main body of the project or the eastern most 160 acres would change from Medium Density Residential, High Density Residential, and Low Density Residential to Medium Density Residential.
b. 15.9 acres directly north of proposed Chichester Lane and east of the 756 extension would be changed from Medium Density Residential, High Density Residential, and Commercial, to High Density Residential.
c. 13.3 acres immediately south of proposed Chichester Lane and just east of the Martin Slough would remain as high density residential.
d. The Martin Slough area would remain as A-4 zoning because of the flood plain.
e. 9.9 acres of land adjacent to the Gardnerville park would remain as commercial.

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Page 1

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1. 4.3 acres of existing commercial located in the northwest corner of property would be changed to High Density Residential.

2. Zone Change (Change of Land Use)

<u>Zoning</u>	<u>5-19-98 Plan</u>	<u>Proposed Change</u>
R-1	45.0 acres	54.0 acres
R-2	45.6 acres	64.9 acres
R-3 (trailer overlay)	23.0 acres	- - -
R-3 (single family restrictions)	- - -	10.8 acres
R-3	- - -	17.0 acres
E-1 First Estates	38.5 acres	- - -
C-1 Limited Commercial	21.1 acres	- - -
C-2 General Commercial	- - -	9.9 acres
C-3 Gaming Commercial	9.8 acres	- - -
	-----	-----
Total	188.0 acres	156.6 acres

3. Tentative Map

The tentative map proposes to create the following lot sizes and types:

<u>Zoning</u>	<u>Net Acres</u>	<u>Lots</u>	<u>Lot Size</u>
R-1	54.0	270	8,500 SF Min.
R-2	64.9	394	7,000 SF Min.
R-3 (4-Plex)	12.7	46	11,600 SF Min.
R-3 (Patio)	10.8	75	6,000 SF Min.
R-3	4.3		Multi-Residential
C-2	9.9		General Commercial

Project History & Review

The Master Plan Amendment, Zone Change, and Tentative Map were first presented to the Gardnerville Town Board for conceptual approval on December 2, 1992. At that time, due to incomplete information supplied by the applicant, the Board voted to deny the three requests.

Since the initial submittal and denial, the applicant and agent (R.O. Anderson Engineering) has submitted a package containing a Hydrology Report, Traffic Analysis, and description of the Master Plan Amendment, Zone Change, and Tentative Map.

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On December 16, 1992, the Gardnerville Staff : : with Douglas County Public Works for a joint review of the Chichester Estates, and a letter relating to concerns from the Town of Gardnerville and the Gardnerville Town Water Company was submitted to Douglas County on December 17, 1992.

The following concerns were submitted to Douglas County:

**Tentative Map
Chichester Estates**

**Concerns of Town of Gardnerville and
Concerns of Gardnerville Town Water Company**

December 17, 1992

1. The location of the Muller Lane Parkway should be amended to allow for a 1200 foot minimum radius curve along the northeast corner of the tentative map. Dedication of any required property to accommodate an alignment for the future roadway as proposed by the Town of Gardnerville through this portion of the development shall be completed prior to the Final Map.
2. The connection to Muller Lane Parkway from the subdivision on the north side should not be from Harvest Drive, as this would be too close to the recommended curve mentioned in comment number 1. A more practical location of connection would be from an extension of Russell Drive.
3. There should not be a connection of Harvest Drive to Toler Lane at Waterloo Lane. This creates a very awkward and dangerous intersection. A preferred connection to Toler Lane would be by extending Elges Avenue north and splitting a 60-foot right-of-way along the line common to sections 33 and 34. This extension of Chichester Lane on Winwood Lane.

Extension of Elges Avenue would allow for access to the property now owned by the Stediek Family Trust.
4. The long extended cul-de-sacs shown on the map as Florentine Court, Filbert Circle, should be connected as one street. Also, Brook Court and Blackhawk Court should be connected.
5. Phasing of the project needs to be addressed. It is suggested that the first phase of development be tied to the creation of the 756 extension to eliminate impacts on the adjoining County Road systems.

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6. The use of and the crossing of the existing Martin Slough wetlands with mitigation measures proposed should be shown along with methods approved by the appropriate governmental agency controlling any wetlands encountered. The linear park concept as shown in the Gardnerville Master Plan with bike paths and passive usage should be delineated.
7. With the elimination of the Gardnerville Park by the creation of the 756 extension, a detailed plan should be created showing where and how an equivalent or superior softball complex can be created.
8. A bus circulation plan for the Gardnerville Elementary School should be incorporated into the subdivision plan with a possible connection of the northern end of the school property and the Hellwinkel Family Trust to a location close to Sugar Circle.
9. A connection of the 756 extension to a future extension of High School Street should be allowed for in the design of the subdivision to help alleviate the bus circulation problems there.

An extension of Chichester Lane to allow for a connection to a High School Street extension will allow interior circulation to the area on the Gardnerville Master Plan to the west of this project and north of the Middle School, which is master planned high density residential.

10. A water system analysis should be conducted by the Gardnerville Water Company at the expense of the developer that would evaluate the demands of the proposed development and the adequacy of the existing water infrastructure to serve this development.

In particular, the study would recommend possible improvements to nearby wells, extensions of existing larger water mains from the Water Company Wells, looped water line improvements, and extensions and up-sizing for future adjoining land uses.

The Town Water Company is also concerned about steps that may have to be taken to satisfy the Public Service Commission and the allowance of annexation to the Water District.

On January 6, 1939 a meeting was held with the developer, his agent, Douglas County staff, and the Gardnerville Town Water Company counsel.

The developer agreed to concern numbers 1 and 2.

Concern number 3 relates to the proposed connection of Chichester Estates to Toler Lane and Waterloo Lane creating a new four-way intersection.

The developer expressed concern about the recommended intersection extension of Elges Avenue which would possibly require condemnation of adjacent property necessary for the extension.

It was agreed at the meeting that the developer would submit preliminary design of the proposed Toler-Waterloo Lane Intersection for approval by Gardnerville. If this design did not meet approval by Gardnerville and Douglas County, the Elges Avenue extension would be pursued.

Design of this intersection needs to address problems of excessive traffic movement past the Gardnerville Elementary School, site distance, safety, and adjacent homes that access directly into the existing intersection.

Concern number 4 related to the long cul-de-sacs within the Tentative Map serving more than the 12-lot limit set by Douglas County.

The developer agreed to design the long cul-de-sacs with emergency access between to the satisfaction of the Fire Marshal and the Planning Commission.

Concern 5 requests that a phasing plan be submitted relating to road system infrastructure.

The developer has agreed to designate the first phase of the development as the one-half section line west to include the 756 extension as access to the development initially.

It is suggested that future phasing of the remainder of the subdivision be constructed in a manner that would not impact the adjacent Toler Lane, Waterloo Lane, and Elges Avenue area of the Carson Valley Estates and infrastructure would be constructed from the new 756 extension eastward.

Concern 6 expresses concerns relating to use of the Martin Slough and the crossing of the wetlands.

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The developer has agreed to obtain a 404 permit from the Corps of Engineers for all impacts on the wetlands area prior to recordation of the Final Map and prior to any construction.

Concern 7 relates to the elimination of the Gardnerville Park by the extension of 756.

The developer has agreed to obtain an agreement with the Douglas County School District for the use of property behind the Carson Valley Middle School for a new sports complex. The residential park construction tax is proposed to be used for construction of a new sports complex. Additionally, the developer will meet with Tracy Novak (Douglas County Parks Director) to see if a portion of the Gardnerville Park Sports Complex can be modified for temporary use until a new complex can be built.

Concerns 8 and 9 relate to circulation problems for the School District for Gardnerville Elementary and the Carson Valley Middle School.

The developer indicated that he is working with the School District to resolve circulation problems at these two locations.

Concern 10 relates to the Gardnerville Town Water Company and the extension of properly sized water lines and well improvements in relation to impacts created by the project.

The developer has agreed to enter into an agreement with the Gardnerville Town Water Company to share in the cost of a water study analysis to allow proper sizing of water infrastructure to serve the project.

Additional Staff Information

The proposed lot sizes for the single-family dwellings are designated as R-1, 8,500 square foot minimum and R-2, 7,000 square foot lot sizes.

The adjacent Carson Valley Estates lot sizes are 7,300 square feet average. The Gardnerville Ranchos Unit 7 average lot sizes are 10,000 square feet and the Westwood Village Unit 3 lot sizes are 12,000 square feet average lot size.

Additional Review

The attached copy of a letter from the Douglas County School District to the Douglas County Public Works summarizes their initial review of the project.

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Staff Recommendation

Staff recommends that the Master Plan Amendment, Zone Change, and Tentative Map for the Chichester Estates be approved subject to the following conditions:

1. Fire flow requirements shall be provided to the satisfaction of the East Fork Fire Protection District and the Town's Engineer.
2. Postal service cluster boxes and adequate access, architectural and landscape improvements, shall be provided to the satisfaction of the U.S. Postal Service, the Town's Engineer, and Douglas County.
3. Any damage to the Town's existing infrastructure, including streets, curb and gutter, and sidewalks, or drainage systems, caused by the development of a Project shall be repaired before a Certificate of Occupancy can be issued by Douglas County.
4. Trash enclosures shall be constructed to Town standards and access for service vehicles shall be approved by the Town's Engineer.
5. The Town Board may designate construction access routes as necessary for the project in order to reduce damage to Town streets.
6. Projects shall pay for their impact on a proportionate basis for needed improvements to the Town's existing infrastructure resulting from the project; including streets and storm drain systems as determined by the Town Board.
7. A drainage plan shall be prepared by the developer in accordance with the Town's Interim Drainage Criteria for each project prior to issuance of permits and shall be reviewed and approved by the Town's Engineer.
8. All projects which contain drainage or irrigation ditches within the Town shall be piped. Pipe sizing and materials shall be in accordance with the Interim Drainage Criteria and shall be reviewed and approved by the Town's Engineer.
9. Compliance with the provisions of the water conveyance ordinance shall be required of all projects.
10. Curb, gutter, and sidewalks shall be required along all street frontages for all projects within the Town.
11. Each project shall post an address or street number and project signage shall include the number.

12. Street lighting for safety and security as well as on-site lighting shall be provided for all projects.
13. Improvement plans for projects including, but not limited to, streets, drainage facilities, lighting, sidewalks, curb and gutter, etc., shall be reviewed and approved by the Town's Engineer.
14. Between commercial, industrial, and residential or similar uses, the Town may require installation of a masonry screening wall and/or landscape improvements as determined by the Town Board.
15. The Town Board may require that certain improvements be installed prior to occupancy of a project for safety or similar reasons. These requirements will be specified in the conditions of approval and will not be subject to posting of financial security in order to occupy the project.
16. The developer shall submit for review and approval by the Town Engineer, a detailed plan of the water quality drainage improvements for the project. This plan shall coincide with the overall Town Water Quality Master Plan for the region of the Town.
17. All administrative, engineering, or legal fees incurred by the Town in connection with reviewing the project shall be reimbursed and paid to the Town prior to grant of occupancy for the project.

Special Conditions

1. The developer complete and submit detailed drawings of the proposed Toler-Waterloo Intersection addressing previously mentioned concerns for review by the Town Engineer.

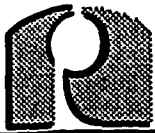
If this design does not meet approval of the Town Engineer and Douglas County, the Elges Avenue Extension shall be used as access to the project with plans to be reviewed and approved by the Town's Engineer.
2. The design of the emergency access lanes between Florentine Court and Filbert Circle, Brook Court and Blackhawk Court, shall be reviewed and approved by the Douglas County Fire Marshal and the Douglas County Planning Commission.
3. A 404 permit (if applicable) from the United States Corps of Engineers shall be obtained prior to any construction within the wetlands and prior to recordation of the final map for the area subject to wetland regulations.

4. An agreement shall be completed between the Town of Gardnerville, the developer, the Douglas County School District, and Douglas County for the usage of residential construction tax funds for the construction of a new sports complex to replace Gardnerville Park.

Additionally, the developer shall develop a plan in coordination with the Douglas County Parks Department for temporary sports fields to be used until the proposed new sports complex can be built.

5. The developer shall complete an agreement with the Gardnerville Town Water Company for completion of a Water System Analysis as referenced in concern number 10 of the December 17 letter to Public Works.
6. The developer shall submit a phasing plan depicting the first phase of development for the project and its relationship to the extension of SR-756. All future phasing shall be constructed from the 756 extension eastward eliminating early impacts on Toler Lane and Waterloo Lane.
7. The developer shall improve the intersection of SR-756 and U.S. 395 including upgrade of the existing signal system as recommended in the Traffic Report and subject to approval by NDOT, Douglas County, and the Town's Engineer.
8. The Muller Lane Parkway shall be redesigned to reflect a 1,200 minimum radius curve reflecting concern number 1 of the December 17, 1992, letter to Public Works.
9. Interior connections to the Muller Lane Parkway shall be redesigned to reflect concern number 2 of the December 17, 1992, letter to Public Works.
10. The developer shall pay a proportionate share of the cost of the Muller Lane Parkway in relationship to potential trip generation for the project and in comparison to other proposed traffic that will utilize the roadway as called out in the Lumos and Associates Muller Lane Parkway study conducted for Douglas County.

cc Chichester Trust
Gardnerville Town Water Company
Douglas County Public Works
East Fork Fire District
R.O. Anderson Engineering



**R.O. ANDERSON
ENGINEERING, INC.**

M E M O R A N D U M

DATE: March 4, 1994

FROM: Robert O. Anderson, P.E. *ROA*
R.O. ANDERSON ENGINEERING, INC.

TO: December 7, 1993 Meeting Attendees:
Bob Nunes, P.E., Public Works Director
Paige Spires, Parks & Recreation Committee
Mike Hoffman, Parks & Recreation Committee
Scott Morgan, Parks & Recreation Director
Tracy Novak, Parks Director
Philip Nalder, Parks Department
Brian Fitzgerald, Recreation Department
Doug Sonneman, Chairman - Town of Gardnerville
Julie Arneson, Town of Gardnerville
Andy Burnham, Vasey Engineering Co., Inc.
Rob Fellows, Vasey Engineering Co., Inc.
Lewis Pierce, Nevada Pacific Land Company
Jim Bell, AYSO Soccer
Gary Newell, AYSO Soccer
Paul Hernandez, Bobbysox
Piper Doucette, Historic Preservation

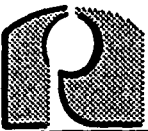
Others:
Dianne Pettitt, Manager - Town of Gardnerville
Parks and Recreation Committee
Gardnerville Town Board

SUBJECT: Chichester Estates - Park Facilities Agreement

Please find attached one fully executed copy of the subject agreement. Once again, your cooperation in resolving this matter has been appreciated.

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M E M O R A N D U M

DATE: December 16, 1993

FROM: Robert O. Anderson, P.E.
R.O. ANDERSON ENGINEERING, INC.

TO: December 7, 1993 Meeting Attendees:
Bob Nunes, P.E., Public Works Director
Paige Spires, Parks & Recreation Committee
Mike Hoffman, Parks & Recreation Committee
Tracy Novak, Parks Director
John Parra, Acting Recreation Director
Philip Nalder, Parks Department
Brian Fitzgerald, Recreation Department
Doug Sonneman, Chairman - Town of Gardnerville
Julie Arneson, Town of Gardnerville
Andy Burnham, Vasey Engineering Co., Inc.
Rob Fellows, Vasey Engineering Co., Inc.
Lewis Pierce, Nevada Pacific Land Company
Jim Bell, AYSO Soccer
Gary Newell, AYSO Soccer
Paul Hernandez, Bobsocks
Piper Doucette, Historic Preservation

Others:

Dianne Pettitt, Manager - Town of Gardnerville
Parks and Recreation Committee
Gardnerville Town Board

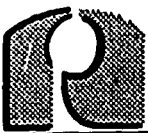
SUBJECT: Chichester Estates - Proposed Park Facilities

Attached please find a copy of the updated memorandum dated December 7, 1993 which was distributed and reviewed at both the Town of Gardnerville's and the Park and Recreation Committee's Meeting on December 9, 1993. The December 7th memorandum has been updated to reflect the comments received at each of these meetings. Specific changes from the original memorandum are italicized.

Please note that both the Town of Gardnerville and the Parks and Recreation Committee voted in favor of the proposed resolution subject to these changes.

Please contact me with any questions or concerns. We appreciate your cooperative attitudes and determination to resolve this matter.

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M E M O R A N D U M

DATE: December 7, 1993

FROM: Robert O. Anderson, P.E.
R.O. ANDERSON ENGINEERING, INC.

TO: Meeting Attendees:
Bob Nunes, P.E., Public Works Director
Paige Spires, Parks & Recreation Committee
Mike Hoffman, Parks & Recreation Committee
Tracy Novak, Parks Director
John Parra, Acting Recreation Director
Philip Nalder, Parks Department
Brian Fitzgerald, Recreation Department
Doug Sonneman, Chairman - Town of Gardnerville
Julie Arneson, Town of Gardnerville
Andy Burnham, Vasey Engineering Co., Inc.
Rob Fellows, Vasey Engineering Co., Inc.
Lewis Pierce, Nevada Pacific Land Company
Jim Bell, AYSO Soccer
Gary Newell, AYSO Soccer
Paul Hernandez, Bobysocks
Piper Doucette, Historic Preservation

Others:
Dianne Pettitt, Manager - Town of Gardnerville

SUBJECT: December 6, 1993 Joint Meeting with members of the Town of Gardnerville, the Douglas County Parks and Recreation Committee, AYSO and Bobysocks regarding Chichester Estates and the Gardnerville Ballpark

The following issues were thoroughly discussed;

- * Proposed park site location;
- * Proposed park site improvements;
- * Ultimate usage of existing four (4) acre park site and existing park facilities;
- * Right-of-way acquisition for master planned and proposed extension of SR 756;
- * Usage of and amount of Recreational Construction Tax monies available for site acquisition and site improvement costs;
- * Timing of improvements and existing park usage.

The specific consensus is as follows:

- Nevada Pacific Land Company will acquire eleven (11) acres of land and construct the new park facility on the Stodick Property immediately east of Chichester Estates. The new park will include three (3) lighted baseball fields, two (2) soccer fields, restroom/concession building and parking. The remaining master planned park site will be based on

completing a four (4) field lighted baseball complex with concession/restroom building and parking with elements as expressed through a master plan process involving the public master plan process.

- The existing four (4) acre park site, less that area required for the extension of SR 756, will remain as property of the Town of Gardnerville. Representatives from the Town Board suggested that the park may ultimately be developed as a town center similar to the Minden Park and include some community parking.
- Douglas County will be reimbursed for the mutually agreed appraised value of the existing park improvements. Said appraised value may be incorporated into the improvements proposed for the new park facility or used for improvements in the Gardnerville RCT area and will not be subject to reimbursement by residential construction tax monies.
- Nevada Pacific Land Company (NPL) will reimburse the Town of Gardnerville for the agreed upon value as determined between the Town and NPL, of the land necessary for the extension of State Route 756 across the existing park. This required land area is expected to be approximately 1/3 acre. There will be no reimbursement to the Town of Gardnerville for existing park improvements.
- Nevada Pacific Land Company will receive residential construction tax credits for the appraised value of the new park including land acquisition and park improvements less the appraised value of the existing park improvements at the Gardnerville Town Park. The credit will be used to offset the existing \$1,000/unit residential construction tax (RCT) on building permits issued within Chichester Estates. It is expected that the cost of land acquisition and improvements will exceed the projected RCT monies otherwise available from Chichester Estates, in which case the credit may be used by Nevada Pacific Land Company to offset RCT on other projects in the Minden/Gardnerville area.
- Prior to commencing construction, the facility will be master planned cooperatively between the Parks and Recreation Committee and Nevada Pacific Land Company. It is anticipated that this process may take as long as three months with no significant modifications anticipated.
- The new park will be built in two phases. The first phase will include three baseball fields, the included two soccer fields, restrooms/concession stand(s) and a portion of the

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parking. Phase 1 will be complete and ready for use in the Spring of 1995, prior to any construction in the Gardnerville Park.

- The remainder of the new park will be completed prior to issuance of the 501st residential building permit within Chichester Estates.
- The Town and County will allow the off-site improvements of the proposed State Route 756 Extension to be deferred until Spring of 1995. This will allow the existing park facilities to remain in tact until new park facilities are ready for use.
- The developer will be responsible for costs of appraisal.
- Future Park site will be annexed into the Town of Gardnerville.

Approved by Town of Gardnerville
December 9, 1993

Douglas W. Sonneman 3/1/94
 Douglas W. Sonneman, Chairman Date

Approved by Parks and Recreation Committee
December 9, 1993

Scott Morgan 3/2/94
 Scott Morgan, Director Date
 Douglas County Parks and Recreation Department

Approved by Nevada Pacific Land Company
December 9, 1993

Lewis Pierce 3.2.94
 Lewis Pierce Date

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

94 APR 22 AM 11:31

SUZANNE BLANDIN
RECORDER

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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: April 22 1994 **SEAL**
B. KED Clerk of the 908 Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy