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PUBLIC FACILITIES AND SUBDIVISION IMPROVEMENT AGREEMENT AND DEVELOPMENT AGREEMENT
BARBARA REED
BY *[Signature]* DEPUTY

On November 3, 1994, Douglas County, a political subdivision of the State of Nevada ("COUNTY"), and Pinenut Village, Inc., ("OWNER"), entered into this agreement to ensure the installation of public facilities and subdivision improvements and to ensure certain vested development rights on the project commonly known as Mountain Vista ("PROJECT").

1. RECITALS

1.1 Nevada Revised Statute 278.0201 to 278.0207 and Douglas County Code 16.32.160 to 16.32.170 authorize the COUNTY and the OWNER to enter into an agreement for the development of real property.

1.2 The OWNER holds a legal or equitable interest in the real property upon which the OWNER intends to construct the PROJECT. A full description of that real property and the OWNER's interest are attached as Exhibit A.

1.3 The property is zoned A-2, two-acre agriculture, with a master plan designation of Rural Residential, two acres per dwelling unit.

1.4 On December 3, 1992, the OWNER obtained from the COUNTY conditional approval for a tentative subdivision map of the PROJECT. Those conditions of approval are attached as Exhibit B.

1.5 The OWNER understands and agrees that the PROJECT will create a need for new and additional on-site and off-site public facilities and subdivision improvements to service the PROJECT.

1.6 The OWNER agrees to finance, install, warranty, and maintain these on-site and off-site public facilities and subdivision improvements in accordance with sections 4 and 6 of this agreement on the condition that certain development rights in the PROJECT vest in accordance with section 5 of this agreement.

1.7 The OWNER acknowledges and agrees that prior to entering into this agreement appropriate legal advice and counsel was sought, and that the OWNER made a voluntary informed business decision to enter into this agreement in good faith. The OWNER

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further acknowledges and agrees that substantial benefits will accrue to the OWNER as a result of the OWNER and the COUNTY entering into this agreement, including, a vested development right to develop the PROJECT in accordance with this agreement and the conditions of approval, an extension or opportunity to seek an extension of the time in which to file a final subdivision map under this agreement, a certainty in the particular on-site and off-site improvements and requirements which the OWNER will be responsible for constructing or completing, and a certainty in the land use fees or obligations which may be imposed by the COUNTY.

Therefore, the COUNTY and the OWNER agree as follows:

2. SELECTED DEFINITIONS

2.1 "Conditions of Approval" means all conditions of the tentative subdivision map described in Exhibits B, C, D, and the improvement plan approved by, and on file with, the county engineer.

2.2 "COUNTY" means Douglas County, a political subdivision of the State of Nevada and its officers, elected officials, and agents, and its divisions and departments.

2.3 "Land Use Fee or Obligation" means any COUNTY-imposed fees or obligations applicable to the OWNER's PROJECT, including, but not limited to, any fair share cost of land, facilities, or in-lieu of payments under Ordinance 596 and Resolution 93-46, water and sewer fees, residential construction or school tax impositions, and water or land dedications.

2.4 "Master plan overlay" means a map or transparency depicting master plan boundaries and designations.

2.5 "OWNER" means Pinenut Village, Inc. and all its officers and agents and other persons or entities or association which hold any legal or equitable interest in the real property described in Exhibit A. "OWNER" also includes any successors in-interest to any or all of the foregoing.

2.6 "PROJECT" means the development as approved by the COUNTY and described in section 3 of this agreement.

2.7 "Public Facilities" are facilities that will be dedicated to the COUNTY, town or general improvement district. "Public Facilities" include but are not limited to on-site or off-site sewage treatment facilities and water systems facilities together with all lines, mains, holding and disposing areas, tanks, and easements; traffic signals, bike paths, curbs, gutters, streets, sidewalks, drainage, flood and erosion easements; fire stations, fire suppression equipment, and land for fire stations; meridians, all off-site roads, all on-site and off-site parks and improvements, park ways, pedestrian easements, public health facilities, public libraries, public easements,

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rights-of-way, schools, school sites, sheriff's station and equipment, street lights, storm drains, and traffic signals.

2.8 "Public Utilities" include but are not limited to water, sewer, natural gas, electricity, telephone, and cable television, together with all equipment and easements dedicated for these utilities.

2.9 "Real Property" means all the real property described in Exhibit A.

2.10 "Reservation of Authority" means the rights and authority exempted from the vested development rights in section 5 of this agreement and reserved to the COUNTY under further COUNTY approvals in section 9 of this agreement.

2.11 "Subdivision Improvements" are any on-site or off-site improvements or facilities required of the subdivision. "Subdivision Improvements" include but are not limited to all curbs, streets, gutters, meridians, parkways, pedestrian and bike paths, sidewalks, street lights, storm drains, any traffic signals or directional devices.

2.12 "Vested Development Rights" means an irrevocable right to develop the PROJECT in accordance with this agreement under the conditions of approval. The COUNTY, however, may unilaterally modify or amend these vested development rights to protect the public health, safety, and welfare or comply with supervening State or Federal laws or regulations.

3. PROJECT DESCRIPTION

3.1 Overall PROJECT Description: The Mountain Vista Estates project is a 62 lot Residential Planned Unit Development (PUD). The 62 lots are designed with a minimum lot size of 1.25 acres and an average lot size of 1.35 acres. Of the 131.2 total acres within the site, 10.8 acres are public road rights-of-way, open space areas comprise 36.9 acres, and the overall net residential lot area comprises 83.5 acres. A complete description of the entire PROJECT is set out in the approved tentative subdivision map and in the improvement plan.

3.2 Phasing: The project is proposed to be developed in two phases of approximately 31 lots per phase, beginning on East Valley Road with Phase I.

4. OWNER'S OBLIGATIONS

4.1 Subdivision Improvements: At a minimum with each phase of the project the developer will install sufficient improvements to support the phase. These will include a municipal water system, drainage, paved roads, and underground utilities.

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Public street improvements within the subdivision will be paved with asphalt concrete in accordance with Douglas County's rural paved road section for a 50 foot right-of-way. Underground utilities will include electricity, telephone and natural gas.

4.1.1 The subdivision will be sewerred to a public sewer system. Until the COUNTY selects and implements a sewerage plan, lots will be sewerred with individual septic tanks and leach fields. When sewer is available, the homes will be connected to the sewer system.

4.1.2 Financial Assurances: A trust account will be established which will be used for the sewer connection at the time sewer is available. The trust account will be managed by the county and will exist for a period of fifteen years from the adoption of this agreement, or until all lots in the development are connected to sewer, whichever comes first. If there is no sewer available within fifteen years the money in the account will be refunded with interest to the current property owners within the subdivision.

4.1.3 The trust account will be funded from each lot. A sewer fee will be collected with the issuance of a residential building permit. At that time \$424.00 per lot will be deposited for a proportionate share of the line extension to the sewer system and \$3275.00 per lot to be used for connection fees, and \$2800.00 per lot to be used for installation of sewer lines and other system modifications to provide for connection, including abandonment of the septic systems. The CC&Rs adopted for the subdivision shall make each lot owner responsible for initiating connection to the sewer upon availability. Should these funds be insufficient to complete the sewer system due to escalating costs over time the CC&Rs will provide for participation by each lot in an assessment district to provide additional funds for the sewer system. A note disclosing the presence of CC&R's and the potential requirement of participation in an assessment district must be placed on any final map for the subdivision.

4.1.4 The developer will fence the easterly side of the Upper Allerman Canal with phase one.

4.1.5 A municipal water system capable of meeting UFC fire flows, including a well, water lines, fire hydrants, and a water storage tank will be constructed with phase one.

4.1.6 Off-site road improvements will be constructed as follows:

A. With the phase one improvements East Valley Road will be constructed with a 28 foot section paved with asphalt concrete in an 80 foot right-of-way for approximately 3500 feet from the southern boundary of the project to Fish Springs Road (aka. Toler Lane).

B. With the phase two improvements Sawmill Road will be constructed in accordance with Douglas County's rural paved road section for a 50 foot right-of-way, with pavement of asphalt concrete throughout the

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subdivision and south for approximately 1320 feet from the southern boundary of the subdivision to the edge of existing pavement at the existing entrance to Avero Pacific..

4.1.7 The subdivision improvements are set out in this agreement's exhibits B, and C, and in the improvement plan which will be approved by, and on file with, the county engineer. Exhibits B, and C, and the improvement plan are incorporated into this development agreement.

4.2 Public Facilities: With the phase one final map the developer will dedicate East Valley Road (80 foot R-O-W); internal streets; and water facilities and easements. With the recordation of the final map for phase two the developer will dedicate internal streets; and water, facilities and easements. The developer shall make an offer of dedication to the county for all drainage structures and improvements located within the first and final phase. Until the County accepts the drainage improvements, the homeowner's association will be responsible for the ongoing maintenance of such improvements. The public facilities dedications are set out in this agreement's exhibits B and C.

4.3 Public Utilities: The subdivision will be serviced by underground public utilities consisting of electric, telephone, and natural gas. With the recordation of each final map the developer will dedicate electricity, telephone, and natural gas facilities and easements.

4.3.1 Standard extension agreements will be entered into with each utility under the provisions of their extension policies. All utilities will be installed in conjunction with the subdivision improvements. The public utility improvements are set out in this agreement's exhibits B, and C, and in the improvement plan.

4.4 Additional Development Requirements: In addition to the fees routinely required by the COUNTY in conjunction with the various development permitting processes, the OWNER agrees to pay the fees set out in exhibits B and C of this agreement; fire fees prior to the application for any final map; the sewer fee in conformance with section 4.1.3 of this agreement; and a fair share school mitigation fee as set by the Interlocal agreement adopted on the approval of Douglas County Ordinance 596 and the fee requirements contained in Resolution 93-46.

4.5 Commencement And Completion Periods: The OWNER must commence and complete construction of the subdivision improvements, public facilities, and public utilities as follows: All improvements must be completed prior to the recording of the final map for each phase. Commencement and completion must conform to the requirements set out in the applicable Nevada Revised Statutes and Douglas County Code. The first phase of the PROJECT shall be completed and recorded no later than one year

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after the effective date of this agreement and the final phase shall be completed and recorded prior to one year of the approval of the final map of phase one.

4.5.1 Subdivision Improvements: All subdivision improvements as described in Section 4.1 shall be installed prior to recordation of the final map for each unit or phase of subdivision.

4.5.2 Public Facilities: All public facility improvements must be completed prior to recordation of the final map.

4.5.3 Public Utilities: All public utilities as described in Section 4.3 will be installed prior to recordation of the final map for each unit or phase of the subdivision.

4.6 Security: No security will be used. The subdivision improvements as approved by Douglas County will be installed and approved prior to recordation of the official plat for each unit of the subdivision.

4.7 COUNTY action incorporated into this agreement

The requirements set out by the board of commissioner's action approving the PROJECT, Exhibit B, and the requirements set out by the public work's letter of approval, Exhibit C, are incorporated into this agreement.

4.8 Douglas County Code

The OWNER shall comply with all ordinances and fees adopted by the COUNTY. The PROJECT shall comply with all applicable county ordinances, and conform to Title 17 of the Douglas County Code.

5. VESTED DEVELOPMENT RIGHTS

5.1 Master Plan: The OWNER has a vested development right to the master plan overlay of the entire PROJECT operative on the effective date of this agreement.

5.2 Zoning: The OWNER has a vested development right to the zoning on the entire PROJECT and under the conditions of approval operative on the effective date of this agreement. A copy of the existing zoning is attached as Exhibit D.

5.3 Tentative Subdivision Approval: The OWNER has a vested development right to the tentative subdivision map approval operative on the effective date of this agreement, so long as the OWNER files in compliance with all applicable time limitations and other requirements (including completeness of the application) all final subdivision maps in accordance with Section 9 of this agreement.

5.4 Land Use Regulations: The PROJECT must comply with all ordinances and land use fees or obligations adopted by

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the COUNTY or as may be adopted or amended by the COUNTY in the future.

5.5 Land Use Fees: The OWNER agrees that the OWNER shall pay or fulfill all land use fees or obligations required on the effective date of the agreement. If a land use fee or obligation has not yet been determined, the OWNER agrees to pay or fulfill the fee or obligation at the time the fee or obligation is determined by the COUNTY. The OWNER and the COUNTY agree that complete payment or fulfillment of a land use fee or obligation at or before the time required by the COUNTY, whether the fee or obligation is operative on the effective date of this agreement or later determined, freezes the amount of the OWNER's responsibility for payment or the fulfillment of a particular fee or obligation, and precludes the COUNTY from increasing that particular fee or obligation paid or fulfilled by the OWNER at or before the time required by the COUNTY. The OWNER agrees he shall not seek a refund of any land use fee or judicially contest an obligation paid or otherwise made pursuant to this agreement.

6. WARRANTY AND MAINTENANCE

6.1 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 calendar year from the date the improvement, facility, or utility is accepted by the COUNTY, as certified by a notice of acceptance issued by the county engineer. The acceptance procedure will work in the following manner:

6.1.1 At the completion of a phase of improvements, facilities, or utilities specified by the COUNTY, the OWNER must request in writing that the COUNTY inspect the completed improvements, facilities, or utilities.

6.1.2 The COUNTY must then conduct the requested inspection within 15 days of receipt of the request for inspection or 18 days from the date of mailing, if the OWNER mails the request for inspection.

6.1.3. The improvements, facilities, or utilities to be inspected must be ready and prepared for inspection and not be covered up or otherwise obscured or concealed. If the improvements, facilities, or utilities are covered up, obscured or are otherwise concealed, the OWNER shall uncover and make them ready for inspection at the OWNER's expense. The time for COUNTY inspection begins after the OWNER makes the improvements available for inspection.

6.1.4 If the COUNTY finds the improvements, facilities, or utilities to be unacceptable, the COUNTY must specify in writing why they are unacceptable and set forth a reasonable time in which the OWNER must render them acceptable.

Prior to requesting a subsequent inspection by the COUNTY, the OWNER must render the improvements, facilities, or utilities acceptable to the COUNTY.

6.1.5 If the COUNTY fails to conduct the requested inspection, the one calendar year warranty period begins to run 15 days from receipt of the request for inspection, or 18 days from the date of mailing if the OWNER mails the request for inspection. However, the COUNTY still retains the right to inspect and to accept the improvements, facilities, or utilities during that period.

6.2 Maintenance: The OWNER must maintain all subdivision improvements, 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, public facility or public utility, whichever is longer.

7. REPAIR AND WARRANTY OF EXISTING COUNTY ROADS

7.1 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.

7.2 Warranty: The OWNER warrants the repair of existing county roads to their pre-used condition for one calendar year from the date each repaired existing county road is inspected and accepted. The OWNER must request in writing that the COUNTY inspect the repaired existing county road. The COUNTY must conduct the requested inspection within 15 days of receipt of the request for inspection, or within of 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 calendar year begins to run 15 days from receipt of the request for inspection, or 18 days from the date of mailing if the OWNER mails the request for inspection.

8. COUNTY'S OBLIGATION

8.1 Periodic Review: The planning manager or his designated planner must review the progress of the PROJECT at least once every 24 months to ensure that the OWNER has complied with the terms of this agreement. Upon completion of this

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review, the planning manager or his designated planner must notice the OWNER in writing of the results of the review. Within 10 days of mailing this written notice to the OWNER, the planning manager or his designated planner must place a copy of the results of this review on the agenda of the board of county commissioners for consideration and action. If the board of county commissioners determines that the OWNER has not complied with the terms of this agreement, the board may cancel or amend this development agreement as provided in Nevada Revised Statute 278.0205 and Douglas County Code 16.32.160(F).

9. FURTHER COUNTY APPROVALS

9.1 Final Subdivision Maps: The COUNTY retains a reservation of authority to review in accordance with Nevada Revised Statute 278.360 all final subdivision maps, and to disapprove the filings if the final maps are not prepared in accordance with the tentative map conditions and application requirements for a final map. The COUNTY grants one year after the effective date of this agreement for the recordation of the first phase final map and the final phase shall be recorded prior to one year of the approval of the final map of phase one. The time requirements set out in Nevada Revised Statute 278.360 apply to this agreement unless a longer time for filing is extended by this agreement.

9.2 Extension for Filing Final subdivision Maps: The COUNTY retains a reservation of authority to approve or disapprove an extension of the filing of any subdivision map. However, the time cannot be extended on a tentative map approved with a condition that the final map be filed within one year. Should the COUNTY approve an extension of the filing of any final map, the OWNER's vested development rights, land use regulation, or land use fees if any re-vest as of the date of the extension.

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10. CONSISTENT WITH MASTER PLAN

The COUNTY and the OWNER agree and represent that the terms of this agreement are consistent with the Douglas County Master Plan as amended from time to time.

11. TERM

The term of this agreement shall be fifteen years from the date of approval of the final map.

12. BINDS ONLY PARTIES AND SUCCESSORS IN-INTEREST

The terms of this agreement bind only the parties to the agreement and their successors in-interest.

3. EVENTS OF DEFAULT

The following events constitute a default under the agreement.

13.1 The OWNER's failure to commence or complete construction in accordance with section 4.5 of this agreement.

13.2 The OWNER's failure to cure any defective construction of any improvement, facility, or utility within the warranty period.

13.3. The OWNER's failure to perform work on the PROJECT for a period of one hundred and eighty consecutive days.

13.4 The OWNER's insolvency, the appointment of a receiver for the OWNER, or the filing of a voluntary or involuntary petition in bankruptcy respecting the OWNER.

13.5 Foreclosure of any lien against the real property or any conveyance of the real property in lieu of foreclosure.

13.6 The breach by OWNER of any provision of this agreement.

14. REMEDIES

14.1 No Monetary Damages Against COUNTY: The COUNTY and the OWNER agree that the COUNTY would not have entered into this agreement if it were to be liable for damages under or with respect to this agreement. Accordingly, the COUNTY and the OWNER

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may pursue any remedy at law or equity available for breach, except that the COUNTY shall not be liable to the OWNER or to any other person for any monetary damages whatsoever, or any costs or attorney's fees.

14.2 Specific Performance: The COUNTY and the OWNER agree that the COUNTY would not have entered into this agreement if it were unable to obtain the following public facilities as consideration for this agreement: The facilities set out in this agreement's exhibits B, and C, and in the improvement plan approved by, and on file with, the county engineer. Accordingly, the COUNTY may sue the OWNER for the installation of those facilities if the OWNER defaults under this agreement and fails or refuses to complete the PROJECT.

15. NOTICES

All notices under this agreement shall be sent, via first class certified return receipt mail, to the following addresses:

Director
Department of Community Development
Post Office Box 218
Minden, Nevada 89423

Jack Meheen
Post Office Box 3315
Monterey, California 93942

16. HOLD HARMLESS

Regardless of the coverage provided by any insurance, the OWNER agrees to indemnify and save and hold the COUNTY, its agents, and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by the OWNER or the OWNER's agents, employees or third parties. The OWNER indemnifies and shall defend and hold harmless the COUNTY, its officials, employees, and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs

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and expenses of whatsoever kind or nature, including those arising out of injury to or death of the OWNER's agents or employees, or third parties, whether arising before or after completion of the work under this agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of the OWNER or of anyone who is acting under the OWNER's direction or control or on its behalf in connection with or incidental to the performance of this agreement. The OWNER's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

17. MERGER

This agreement constitutes the entire understanding of the parties and all prior negotiations and understandings are merged into this agreement. This agreement does not, however, modify any past, present, or future conditions of approval for the PROJECT.

18. AMENDMENTS

In addition to the COUNTY's power to amend or cancel in section 8.1, this agreement may be amended by the parties by an agreement in writing that is adopted by the COUNTY as an ordinance in compliance with Nevada Revised Statute 278.020 through 278.0207.

19. EFFECTIVE DATE

The agreement is effective on date of board of county commissioner's approval.

20. LAW AND FORUM

The laws of Nevada shall govern the interpretation and enforcement of this development agreement. OWNER and COUNTY agree that the Ninth Judicial District Court of the State of Nevada will be the forum of any litigation arising as a result of this agreement.

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**CHAIRMAN,
BOARD OF COUNTY COMMISSIONERS**

OWNER

AS TO FORM:

AS TO CONTENT:

[Handwritten signature: Robert J. Morris]

DISTRICT ATTORNEY

[Handwritten signature]
PUBLIC WORKS DIRECTOR

COPY

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EXHIBITS

- A. Property Description and OWNER'S interest with metes and bounds.**
- B. Copy of minutes of board of commissioner's action approving the tentative subdivision map for the PROJECT and the specific conditions of approval.**
- C. Letter of notification of board of commissioner's approval including conditions of approval.**
- D. Map of existing zoning.**
- E. Phasing plan and map approved by the county engineer.**
- F. Copy of Article III of the Interlocal Agreement between Douglas County and Douglas County School District.**
- G. Copy of Ordinance 596.**
- H. Copy of Resolution 93-46.**

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LEGAL DESCRIPTION

MEHEEN PROPERTY

APN 23-480-14, 23-480-15, AND 23-480-16

All that certain real property situate in a portion of the south 1/2 of Section 2, T. 12 N., R. 20 E., M.D.M., further described as Parcel 20, Parcel 23, and a portion of Parcel 22 as shown on that Record of Survey filed in Book 688, Page 3183, Official Records, Document No. 180582, County of Douglas, State of Nevada, more particularly described as follows:

BEGINNING at the northeast corner of Parcel 20, as shown on said Record of Survey;

THENCE, S 0° 03' 47" W, a distance of 1322.40 feet to the southeast corner of Parcel 20;

THENCE, N 89° 43' 51" W, a distance of 1323.02 feet to the corner common to Parcels 20, 23 and 22;

THENCE, S 0° 06' 46" W, a distance of 661.27 feet to the southeast corner of Parcel 22;

THENCE, N 89° 43' 41" W, a distance of 2007.59 feet to a point on the centerline of Allerman Canal;

THENCE, following the centerline of Allerman Canal the following 26 courses, N 35° 07' 51" E, a distance of 105.44 feet;

THENCE, N 55° 13' 52" E, a distance of 209.97 feet;

THENCE, N 21° 05' 07" W, a distance of 153.77 feet;

THENCE, N 19° 36' 36" E, a distance of 86.49 feet;

THENCE, N 56° 56' 08" E, a distance of 117.12 feet;

THENCE, N 75° 24' 09" E, a distance of 141.72 feet;

THENCE, N 0° 21' 50" W, a distance of 102.53 feet;

THENCE, N 43° 48' 49" W, a distance of 166.67 feet;

THENCE, S 85° 17' 03" W, a distance of 136.26 feet;

THENCE, S 56° 25' 57" W, a distance of 180.34 feet;

THENCE, S 77° 13' 57" W, a distance of 128.79 feet;

THENCE, N 72° 02' 43" W, a distance of 103.02 feet;

THENCE, N 25° 54' 51" W, a distance of 74.80 feet;
THENCE, N 11° 15' 19" E, a distance of 104.39 feet;
THENCE, N 44° 00' 08" E, a distance of 162.03 feet;
THENCE, N 32° 13' 52" E, a distance of 296.72 feet;
THENCE, N 36° 34' 32" W, a distance of 112.72 feet;
THENCE, N 73° 42' 12" W, a distance of 116.24 feet;
THENCE, S 85° 25' 10" W, a distance of 151.48 feet;
THENCE, N 50° 06' 33" W, a distance of 48.64 feet;
THENCE, N 2° 19' 55" E, a distance of 72.87 feet;
THENCE, N 34° 18' 01" E, a distance of 145.60 feet;
THENCE, N 45° 02' 59" E, a distance of 165.22 feet;
THENCE, N 19° 42' 14" E, a distance of 148.48 feet;
THENCE, N 3° 49' 24" W, a distance of 175.21 feet;
THENCE, N 33° 56' 31" W, a distance of 40.31 feet;
THENCE, leaving Allerman Canal S 89° 43' 11" E, along the north line of the south 1/2 of aforesaid Section 2, a distance of 3413.67 feet to the TRUE POINT OF BEGINNING.

Containing 130.89 acres, more or less.

**Prepared by: Lumos & Associates, Inc.
800 East Graves Lane
Carson City, Nevada**

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Chairman Fischer stated Mr. Anderson's argument is that the culvert repair work should have been done as part of the Drury parcel map and Mr. Painter should not have to repair the culvert because the county made a mistake by not having the culvert repaired when the Drury parcel map was done.

Larry Werner, Public Works Director, expressed concern as to whether or not the Drury parcel map required the culvert be replaced to provide access to the parcels. The subject development needs to get access to meet county policies and he feels it is up to the applicant to make sure the access is there.

MOTION by Pumphrey/ to waive the paving requirements but require the culvert crossing be brought up to county standards, at the applicant's expense;

MOTION died for lack of a second.

MOTION by Kanoff/Graham to grant the variance from paving provided the applicant agrees to participate in an assessment district; the road to be built to gravel standards; the county will provide the culvert; and the applicant will install it; carried unanimously.

DISCUSSION AND POSSIBLE ACTION ON TENTATIVE SUBDIVISION MAP AND SPECIAL USE PERMIT - MOUNTAIN VISTA ESTATES AS CONTINUED FROM JULY 16, 1992 MEETING

Paul Patterson, Assistant Planner, presented the tentative subdivision map and special use permit request for Mountain Vista Estates to subdivide approximately 130.89 acres into 62 individual residential lots. Staff recommended approval of special use permit and tentative subdivision map with conditions.

Commissioner Pumphrey expressed concern about septic versus sewer as expressed in letters from Division of Environmental Protection indicating significant concerns regarding the use of sewage disposal systems for the proposed subdivision. Another concern was what plans there are to keep the open space area nice and clean.

Mr. Patterson stated the open space covers approximately 30% of the area and also acts as a buffer between a residential subdivision and the Williams Industrial Park to the south.

Jack Meheen, applicant, was present.

Paul Lumos with Lumos & Associates representing the applicant, stated in July the project was continued based upon furtherance of the master plan. The master plan has been delayed, the applicant wants to move forward with the project,

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Meeting of December 3, 1992

however as far as the master plan has progressed it has not changed the uses designated for the subject area and is supporting the land uses that is being proposed and the current land use of the property would allow for 240 dwelling units. One of the conditions of approval, by staff, was that the zoning be changed to reflect the 2 acre density which is consistent with the development of the master plan throughout the area.

Mr. Lumos feels the issues identified from the county standpoint, as impact issues, have been addressed. They are maintaining a 2 acre density and at the same time they are conforming with the county's desire to maintain open space around areas of agriculture nature and to cluster into areas that are more appropriate for use. The upper Allerman and lower Allerman canal's traverse the lower end of the property. Since the canals border agricultural land it makes for a nice greenbelt buffer and maintenance would be in the hands of a homeowners association. There is a 75 ft. buffer against the Williams industrial subdivision, coupled with 300 ft. lot depths in the area makes a substantial separating from any residences in the development.

The project is a free standing project in that it will build a community water system; have fire protection for the entire area; will pave East Valley Rd north to Toler Rd; water rights are available with the property and by providing septic tanks, any potential impacts will be eliminated. They are building 62 lots on 132 acres giving them a 2 acre density. If adequate ground water quality cannot be met the State will not sign the final map.

Mr. Lumos stated the upper right hand corner of the property has been offered for dedication to the county for fire and police sub-stations if they so desire. They also agree with the conditions to participate with school impact fees. He feels similar projects have been approved with similar impacts of their project and strongly feels their project offers more mitigation to impacts than the other projects which were approved recently, such as: water system, street paving, and septic analysis of ground water quality impacts.

Public Comment

Joe Gardner asked how many acre feet of water the project owns, and who will end up owning the community water system.

Commissioner Pumphrey stated it is a requirement of the conditions that it be dedicated to Douglas County.

Mr. Gardner also asked where the location of the tank would be for the subdivision.

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Douglas County Board of Commissioners
Meeting of December 3, 1992

Mr. Lumos indicated on the wall map the location of the water tank and the two wells.

Judy K. Jacobs, lives in area of Sheep Camp Road, and stated all commercial development and other developments will have a dramatic impact on the small clustered residential areas. She requested the Board pay attention to the interest of everyone living in the area when they get ready to make their decision.

Raymond Smith stated he owns property west of the project, and is very interested in the area set aside as open space. He requested the open space remain as it is.

Public comment was close.

Commissioner Pruett referred to staff condition #16 and requested the sentence - THE COUNTY SHOULD ACCEPT THE OFFER OF DEDICATION - be stricken from the condition.

Commissioner Pumphrey asked staff if the East Valley Road improvements would be similar to what the county did on Foothill/Jacks Valley Rd with regards to bike paths, walking paths, etc.

Mr. Renz stated that is the intent of the engineering department on all new arterials that those improvements would be included.

Commissioner Pumphrey stated he feels the sewer requirements should be added on, and in fairness to the applicant, the Board has an obligation to clarify how, what and where that's going to be made available. Mr. Pumphrey still expressed concern about the open space issue and feels that as a minimum there should be a condition that says the applicant will prepare a plan for its development and/or non-development and its maintenance, to the satisfaction of the Public Works Department. He feels the 75 ft. buffer is an on-going problem and sees no benefit to anyone for having the buffer.

Commissioner Pruett expressed concern as to the plans for the Mid-Valley Sewer Plant that was proposed for the area but has not been mentioned. The plan should be either abandoned or defined and go forward with the project originally started.

Vice-Chairman Kanoff stated he would like to see all three subdivisions on one community water system instead of three individual water systems.

Chairman Fischer agreed with the idea of the open space having some designations and sign-offs ahead of time so as not to adversely affect Mr. Smith's property and have a way to maintain the open space.

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Douglas County Board of Commissioners
Meeting of December 3, 1992

MOTION by Pumphrey/ for approval of the application with staff recommended conditions as delineated in the report with the following amendments: (1) that a plan for improvement and maintenance of the open space by the applicant, the homeowners association, shall be submitted and approved by staff with the idea that surrounding property owners and the Board of Commissioners will be kept informed of what the proposals are and in addition to that: that they be required to sewer the subdivision but that the time frames normally associated with approval of a tentative map do not begin to run until the provision of the sewer issue is resolved by Douglas County;

Chairman Fischer stated he is not personally interested in tolling the time or that Douglas County will resolve the sewer issue because it may be outside the Boards pervue.

Commissioner Pumphrey stated he would withdraw the part about tolling and just state with a comment: if there is a hang up as a result of our inability to resolve those issues than he would revisit the approval at that time with regards to timing and things, but eliminate the tolling from his MOTION.

MOTION seconded by Commissioner Graham.

Chairman Fischer stated he is still not personally comfortable with the MOTION in that the offer of acting as a facilitator in the situation for all of them is positive and the idea of making any promises based upon the Board being the facilitator even to revisit it as a matter of course he is not comfortable with. This is his own opinion.

Commissioner Pruett asked Chairman Fischer if he is saying the Board will allow sewerage in the area and not promise anyone that the next person will be able to get sewerage on an acre lot.

Chairman Fischer stated the Board does not control the sewer business in that area. His opinion is that the county would act as a facilitator in trying to bring the parties to the table, bring logic and reason on both sides to the table, and make no promises beyond that, but he does think it should be sewered and the Board would aid in trying to get it sewered.

Commissioner Pumphrey stated the Board is setting a precedent that they will sewer in that area.

Commissioner Pruett stated it is the wish of the Board that everything be sewered and not on septic tanks.

Commissioner Pumphrey agreed to add to his MOTION that all things of this type of development in those areas will be sewered:

SPECIAL USE PERMIT CONDITIONS - Mountain Vista Estates PUD

1. The setbacks shall adhere to the A-2 zoning district: front yard - 30 ft.; side yard - 15 ft.; rear yard - 30 ft.
2. The applicant shall provide information on the proposed use and improvements, if any, to the open space. This information is required to include adequate legal controls to insure perpetual preservation and maintenance, to the approval of the District Attorney. The county shall be a third party to all such control per Douglas County Code Section 17.16.120(D).
3. Fencing for the Allerman Canal shall adhere to the water conveyance ordinance and shall be to the approval of the water conveyance committee and public works.
4. Notice is hereby given that an industrial park subdivision is proposed to be located adjacent to this property. The applicant shall take into consideration the close proximity between the residential/industrial land use and the potential conflicts which may result, and provide for appropriate mitigation/buffering in the Mountain Vista Estates Subdivision design and proposal.

TENTATIVE SUBDIVISION MAP CONDITIONS - Mountain Vista Estates PUD

1. Miscellaneous technical map corrections to the satisfaction of the County Engineer.
2. Final Improvement Drawings shall be per Douglas County Code and shall be submitted to the satisfaction of the County Engineer. Actual improvements necessary to support any phase must be completed prior to the submittal of the final map application. These improvements shall, at a minimum, include the conditions and requirements as addressed by the engineering memorandum dated July 2 and July 14, 1992 with deletion of memo item #10 and the following items, to the approval of the County Engineer:
 - a. This subdivision shall utilize appropriate individual septic disposal systems;
 - b. Required utilities, including water, electric, telephone, and cable shall be installed underground. Public utility easements of a minimum of 7.5' along road frontages and 5' along rear and side property lines shall be granted and shown on the final map;
 - c. Double placard street signs shall be installed at the intersections;
 - d. There is a concern with the shrink/swell potential of the silty clay as identified in the applicants submitted soils information. The applicant shall complete a detailed soils report on the property which shall include any necessary

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Douglas County Board of Commissioners
Meeting of December 3, 1992

methods to mitigate potential shrink/swell soil problems of the roadway and building foundation construction to the approval of the county building official and county engineer.

3. Prior to final map, a geologists report clearly locating any faults on the site and recommending any necessary seismic mitigation must be submitted to Public Works. The subdivision design shall incorporate any recommended mitigation measures.

4. The subdivision shall be connected to a water system for domestic and fire suppression service, including construction of the necessary improvements and provisions of any needed water rights, to the satisfaction of the Douglas County Public Works Department and the East Fore Fire Protection District.

5. The applicant shall comply with the provisions of Douglas County Code Section 16.32.085, and make a perpetual offer of dedication to Douglas County of the water system and water rights sufficient to provide fire and domestic flows, to the satisfaction of the County Water Engineer.

6. Review and approval by the East Fore Fire Protection District of the applicant's placement and installation of fire hydrants and the resulting water pressure for the fire hydrants.

7. Compliance with the requirements of the East Fork Fire Protection District. These requirements are:

a. \$400 per residential unit deferred revenue fee.

b. Water system shall conform to Douglas County Code Section 16.32.080 and 1991 Uniform Fire Code Appendix II-A and III-B.

c. Fire retardant roof required per NRS 472.100.

e. Hydrants to have street markers. Markers to be blue reflective, placed on hydrant side of center line of street 12" to 18" from centerline of street. Markers are to be recessed or protected by some means to accommodate snow removal. 1991 Uniform Fire Code 10.105(c).

f. Timing of installation: Water system to be installed, tested and accepted prior to framing. Access roads shall be installed and serviceable prior to framing. 1991 Uniform Fire Code 10.502.

g. Fire hydrants shall be color coded to identify expected flow. Marking (color) shall be to bonnet of hydrant and conform to NFPA 291. (East Fork Fire District Fire Marshal will flow test hydrant and advise color).

h. Upon completion of construction street numbers shall be placed on the street side of dwelling or building. Numbers or address designation shall be clearly visible from the center of the street. 1991 Uniform Fire Code Section 10.301(a).

i. All brush and weeds are to be cleared a minimum of 30 ft. to a maximum of 100' from all structures to create defensible space. 1991 uniform Fire Code Appendix II-A. Set inspection with East Fork Fire District Fire Marshal prior to receiving Certificate of Occupancy.

j. Street and/or roads shall be identified with approved signs. 1991 Uniform Fire Code Section 10.301(b).

k. Fire apparatus access roads: Width to be an unobstructed 20 ft. Total width not to be less than that required by Douglas County Code. Plans for apparatus access roads shall be submitted to the fire department for review and approval prior to construction. 1991 Uniform Fire Code Section 10.201.

l. Fuels management plan to be filed with East Fork Fire District Fire Marshal before permit to construct or Final Map filed. NFPA 299.

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

9. The following note shall be added to the final map, "There shall be no immediate direct access to or from East Valley Road for lots in this subdivision. Access shall be via Sawmill Circle".

10. The applicant shall provide written evidence that the State of Nevada's Bureau of Health Protection Services, Division of Environmental Protection, and Division of Water Resources have reviewed and approved the proposed project prior to the submittal of the final map.

11. Per Douglas County Code 15.04.230, the issuance of individual building permits shall be contingent on a trash dumpster being present on each construction site.

12. The applicant must provide a development plan that specifies grading practices, extent of grading allowed at one time, dust suppression activities, and erosion control and revegetation measures that effectively mitigate blowing dust and soil erosion problems associated with development of the site to the satisfaction of the County Engineer. The applicant shall implement the approved plan and provide the county with financial security for the required measures to the satisfaction of the Public Works Department.

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Douglas County Board of Commissioners
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13. The project must comply with all adequate facilities requirements, including payment of impact fees, that are in effect at the time of subsequent development application.

14. Prior to the approval of the final map, the applicant shall submit a phasing plan for development which demonstrates compliance with the proposed growth management element of the Douglas County Master Plan and any adopted implementing ordinances, to the satisfaction of the Douglas County Planning Commission and the Public Works Department.

15. The entire subdivision must be recorded per Douglas County Code. It is hereby noted that any unrecorded portion may be subject to possible rezoning in compliance with the Douglas County Master Plan.

16. A note shall be placed on the final map granting a perpetual offer of dedication for all roadways. The county should accept the offer of dedication. However, if Douglas County declines to accept the dedication of the roads, the CC&R's shall include the mechanism for any Mountain Vista Estates Homeowners to require maintenance of existing roads.

17. C.C.&R.'s shall be reviewed by the Public Works Department and the District Attorney's office.

18. Applicant will enter into a Development Agreement with Douglas County which implements the policy adopted by Douglas County regarding mitigation measures pertaining to the Douglas County School District. 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.

19. The property shall obtain a zone change before they can record the final map, from R-1-TR to A-2. (Note, request for zone change application will be initiated by Planning Commission).

20. The owners of these parcels shall participate in any assessment district formed within the area to provide sewer service to the area. A note shall be placed on the map stating "These lots shall connect with any sewer system when such system is with 660' of any portion of this map".

21. The developer shall be responsible for establishing a means of maintaining the open spaces planned for the project free from refuse and rubble. This plan shall necessitate formation of a homeowners association for maintenance of the open spaces. The plan shall be submitted to the County for approval.

Douglas County Board of Commissioners
Meeting of December 3, 1992

22. The project shall be sewerred. In conjunction with this requirement, the possibility of a time extension can be reviewed should sanitary sewers (or a plan for constructing them) not be available at the end of the one-year tentative map period.

MOTION carried with Pumphrey voting Nay.

DISCUSSION AND POSSIBLE ACTION ON GENOA LAKES "OUTSIDE" REVIEW OF CONSULTANT CONTRACT

Commissioner Pruett excused himself from hearing this item and the following item because of a direct conflict of interest.

John Renz, Chief Planning Official, recommended the Board approve the consultant contract as submitted.

MOTION by Pumphrey/Graham to approve the Contract for the Services of Independent Contractor/Outside Consultant and the Chairman be authorized to sign the contract; carried with Pruett abstaining.

DISCUSSION AND POSSIBLE ACTION ON GENOA LAKES DEVELOPMENT AGREEMENT AND ORDINANCE (1st reading)

Commissioner Pumphrey asked the District Attorney if, under Douglas County ordinances and codes, is there any flexibility to discuss a Development Agreement as a vehicle for ignoring county codes.

Scott Doyle, District Attorney, stated the Board has 3 options: (1) Require that the proponent of the subdivision comply with the current county code requirements; (2) The Development Agreement can provide that code requirements as they are amended in the future will continue to apply to this subdivision - for example: the security provision for subdivision improvements; and (3) The contract can both under county code and state law alter code requirements in the context of creating what in effect is a contractual regulatory framework.

Scott Brooke, attorney for the applicant, stated the statute that authorizes development agreements contemplates that it would modify ordinances and specifically provides that it modifies ordinances which is the reason when an development agreement is enacted, it is enacted by an ordinance. It is a policy decision whether or not to use a development agreement.

Larry Werner, Public Works Director, asked the Board as to whether or not they would consider directing staff to work with the applicant and District Attorney's office to explore other alternatives for security on a development.

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Douglas County Board of Commissioners
Meeting of December 3, 1992

Commissioner Pumphrey agreed that staff be allowed to review the situation.

Mr. Werner stated staff's concerns are similar to Commissioner Pumphrey's.

MOTION by Kanoff/Graham to introduce the ordinance adopting the Development Agreement for Genoa Lakes Development based on the fact that the applicant has stated they would like to get the ordinance adopted as soon as possible; carried with Pruett abstaining.

Commissioner Pruett returned to the meeting.

DISCUSSION AND POSSIBLE ACTION ON TENTATIVE SUBDIVISION MAP ON EAST VALLEY VILLAGE AS CONTINUED FROM JULY 16, 1992 MEETING

Paul Patterson, Assistant Planner, stated the subdivision is adjacent to the Mountain Vista Estates Tentative Subdivision and the Williams Industrial Park Subdivision. A portion of the subdivision is within the 100 year flood plain and the minimum lot size within a flood zone, according to the new flood plain ordinance, shall be 19 acres. Staff recommended conditional approval.

Rob Anderson, representing applicant who was also present, stated they are prepared to accept staff's conditions and the requirement to sewer the subdivision.

Public Comment

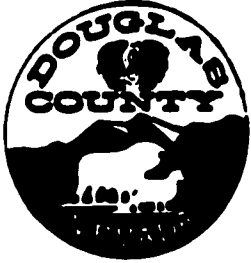
Joe Gardner spoke on flood damage that has occurred in the area of the subdivision.

Commissioner Pumphrey asked if a note could be put on subdivision maps or deeds stating the lots may be in a flood zone area and subject to flooding.

Public comment was closed.

MOTION by Pumphrey/Graham to approve the tentative subdivision map for East Valley Village with staff conditions and with the amendment to require sewer and deleting all comments that are inconsistent with the idea of sewer and in addition confirming the new county policy that if there is a flood plain anywhere in or around the subdivision, that all the lots in the subdivision would carry some type of notation that would put prospective owners on notice that they are on or near a flood plain;

Vice-Chairman Kanoff suggested all water systems will be combined should be added to the motion for the record.


DEPARTMENT OF PUBLIC WORKS

Planning
 Engineering
 Building and Safety
 Regional Transportation
 Building Maintenance
 Parks Maintenance
 Road Maintenance
 Vehicle Maintenance

'92 DEC 24 P3:07

December 24, 1992

 BY *Z. Lynch* COUNTY

Pinenut Village, Inc.
 P.O. Box 2001
 Minden, Nevada 89423

Re: Tentative Subdivision Map and Special Use Permit - Planned Unit
 Development for Mountain Vista Estates.
 APN 23-480-(14, 15,16)

At the regularly scheduled meeting on December 3, 1992 the Douglas
 County Commissioners approved your request for a Tentative Subdivision
 Map and Special Use Permit for a Planned Unit Development for Mountain
 Vista Estates, located approximately 1/2 mile south of the
 intersection of East Valley Road and Toler Lane.

This approval is subject to the following conditions:

SPECIAL USE PERMIT CONDITIONS - MOUNTAIN VISTA ESTATES PUD
1. The setbacks shall adhere to the A-2 zoning district:

Front yard - 30 feet
 Side yard - 15 feet
 Rear yard - 30 feet

2. The applicant shall provide information on the proposed use and
 improvements, if any, to the open space. This information is
 required to include adequate legal controls to insure perpetual
 preservation and maintenance, to the approval of the District
 Attorney. The county shall be a third party to all such control per
 Douglas County Code Section 17.16.120(D).
3. Fencing for the Allerman Canal shall adhere to the water conveyance
 ordinance and shall be to the approval of the water conveyance
 committee and public works.
4. Notice is hereby given that an industrial park subdivision is
 proposed to be located adjacent to this property. The applicant
 shall take into consideration the close proximity between the
 residential/industrial land use and the potential conflicts which
 may result, and provide for appropriate mitigation/buffering in the
 Mountain Vista Estates Subdivision design and proposal.

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TENTATIVE SUBDIVISION MAP CONDITIONS - MOUNTAIN VISTA ESTATES PUD

- 1. Miscellaneous technical map corrections to the satisfaction of the County Engineer.**
- 2. Final Improvement Drawings shall be per Douglas County Code and shall be submitted to the satisfaction of the County Engineer. Actual improvements necessary to support any phase must be completed prior to the submittal of the final map application. These improvements shall, at a minimum, include the conditions and requirements as addressed by the engineering memorandum dated July 2 and July 14, 1992 with deletion of memo item #10 (see attachments) and the following items, to the approval of the County Engineer:**
 - a. This subdivision shall utilize appropriate Individual Septic Disposal Systems;**
 - b. Required utilities, including water, electric, telephone, and cable shall be installed underground. Public utility easements of a minimum of 7.5' along road frontages and 5' along rear and side property lines shall be granted and shown on the final map;**
 - c. Double placard street signs shall be installed at the intersections;**
 - d. There is a concern with the shrink/swell potential of the silty clay as identified in the applicants submitted soils information. The applicant shall complete a detailed soils report on the property which shall include any necessary methods to mitigate potential shrink/swell soil problems of the roadway and building foundation construction to the approval of the county building official and county engineer.**
- 3. Prior to final map, a geologist's report clearly locating any faults on the site and recommending any necessary seismic mitigation must be submitted to Public Works. The subdivision design shall incorporate any recommended mitigation measures.**
- 4. The subdivision shall be connected to a water system for domestic and fire suppression service, including construction of the necessary improvements and provisions of any needed water rights, to the satisfaction of the Douglas County Public Works Department and the East Fork Fire Protection District.**
- 5. The applicant shall comply with the provisions of Douglas County Code Section 16.32.085, and make a perpetual offer of dedication to Douglas County of the water system and water rights sufficient to provide fire and domestic flows, to the satisfaction of the County**

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BK 1294 PG 1187

Water Engineer.

- 6. Review and approval by the East Fork Fire Protection District of the applicant's placement and installation of fire hydrants and the resulting water pressure for the fire hydrants.**
- 7. Compliance with the requirements of the East Fork Fire Protection District. These requirements are:**
 - a. \$400 per residential unit deferred revenue fee.**
 - b. Water system shall conform to Douglas County Code Section 16.32.080 and 1991 Uniform Fire Code Appendix II-A and III-B.**
 - c. Fire retardant roof required per NRS 472.100.**
 - d. Hydrant spacing to be 500 feet maximum between hydrants for residential and 300 feet maximum between hydrants for commercial. Commercial spacing may be closer depending upon required fire flow. (Douglas County Code 15-20-080 and Uniform Fire Code Appendix II-A and III-B.**
 - e. Hydrants to have street markers. Markers to be blue reflective, placed on hydrant side of centerline of street 12" to 18" from centerline of street. Markers are to be recessed or protected by some means to accommodate snow removal. 1991 Uniform Fire Code 10.105(c).**
 - f. Timing of installation: Water system to be installed, tested and accepted prior to framing. Access roads shall be installed and serviceable prior to framing. 1991 Uniform Fire Code 10.502.**
 - g. Fire hydrants shall be color coded to identify expected flow. Marking (color) shall be to bonnet of hydrant and conform to NFPA 291. (East Fork Fire District Fire Marshal will flow test hydrant and advise color).**
 - h. Upon completion of construction street numbers shall be placed on the street side of dwelling or building. Numbers or address designation shall be clearly visible from the center of the street.
1991 Uniform Fire Code Section 10.301(a).**
 - i. All brush and weeds are to be cleared a minimum of 30 feet to a maximum of 100' from all structures to create defensible space. 1991 Uniform Fire Code Appendix II-A. Set inspection with East Fork Fire District Fire Marshal prior to receiving Certificate of Occupancy.**
 - j. Street and/or roads shall be identified with approved signs. 1991 Uniform Fire Code Section 10.301(b).**

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- k. Fire apparatus access roads: Width to be an unobstructed 20 feet. Total width not to be less than that required by Douglas county Code. Plans for apparatus access roads shall be submitted to the fire department for review and approval prior to construction. 1991 Uniform Fire Code Section 10.201.
- l. Fuels management plan to be filed with East Fork fire District Fire Marshal before permit to construct or Final map Filed. NEPA 299.
8. An easement for cluster mailboxes shall be shown on the final map to the satisfaction of the U.S. Postal Service and County Public works Department.
9. The following note shall be added to the final map, "There shall be no immediate direct access to or from East Valley Road for lots in this Subdivision. Access shall be via Sawmill Circle."
10. The applicant shall provide written evidence that the state of Nevada's Bureau of Health Protection Services, Division of Environmental Protection, and Division of Water Resources have reviewed and approved the proposed project prior to the submittal of the final map.
11. Per Douglas County Code 15.04.230, the issuance of individual building permits shall be contingent on a trash dumpster being present on each construction site.
12. The applicant must provide a development plan that specifies grading practices, extent of grading allowed at one time, dust suppression activities, and erosion control and revegetation measures that effectively mitigate blowing dust and soil erosion problems associated with development of the site to the satisfaction of the County Engineer. The applicant shall implement the approved plan and provide the county with financial security for the required measures to the satisfaction of the Public Works Department.
13. The project must comply with all adequate facilities requirements, including payment of impact fees, that are in effect at the time of subsequent development application.
14. Prior to the approval of the final map, the applicant shall submit a phasing plan for development which demonstrates compliance with the proposed Growth Management Element of the Douglas County Master Plan and any adopted implementing ordinances, to the satisfaction of the Douglas County Planning Commission and the Public Works Department.

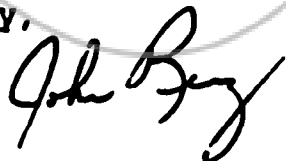
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15. The entire subdivision must be recorded per Douglas County Code. It is hereby noted that any unrecorded portion may be subject to possible rezoning in compliance with the Douglas County Master Plan.
16. A note shall be placed on the final map granting a perpetual offer of dedication for all roadways. The County should accept the offer of dedication. However, if Douglas County declines to accept the dedication of the roads, the CC&R's shall include the mechanism for any Mountain Vista Estates Homeowners to require maintenance of existing roads.
17. C.C. & R.'s shall be reviewed by the Public Works Department and the district Attorney's Office.
18. Applicant will enter into a Development Agreement with Douglas County which implements the policy adopted by Douglas County regarding mitigation measures pertaining to the Douglas County School District. 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.
19. The property shall obtain a zone change before they can record the final map, from R1-TR to A-2. (Note, request for zone change application will be initiated by Planning Commission.)
20. The owners of these parcels shall participate in any assessment district formed within the area to provide sewer service to the area. A note shall be placed on the map stating, "These lots shall connect with any sewer system when such system is within 660' of any portion of this map.
21. The developer shall be responsible for establishing a means of maintaining the open spaces planned for the project free from refuse and rubble. This plan shall necessitate formation of a homeowners association for maintenance of the open spaces. The plan shall be submitted to the County for approval.
22. The project shall be sewerred. In conjunction with this requirement, the possibility of a time extension can be reviewed should sanitary sewers (or a plan for constructing them) not be available at the end of the one-year tentative map period.

Should you have any further questions, please contact this office.

Sincerely,



352187

BK 1294PG 1190



DEPARTMENT OF PUBLIC WORKS

Planning
Engineering
Building and Safety
Regional Transportation
Building Maintenance
Parks Maintenance
Road Maintenance
Vehicle Maintenance

April 29, 1993

Pinenut Village, Inc.
P.O. Box 2001
Minden, Nevada 89423

Re: Tentative Subdivision Map - Mountain Vista Estates.
APN 23-480-(14,15,16)

In reviewing the conditions to the Mountain Vista Estates it has become evident that a clarification is required. On December 3, 1992 the County Commissioners approved the tentative subdivision map with the added condition #22 which stated;

22. "The project shall be sewered. In conjunction with this requirement, the possibility of a time extension can be reviewed should sanitary sewers (or a plan for constructing them) not be available at the end of the one-year tentative map period."

Condition #2a, which was the original suggested condition for the sewer requirement going into the public hearing stated;

2a. "This subdivision shall utilize appropriate Individual Septic Disposal Systems;"

Therefore because the County Commissioners required the project to be sewered, condition #2a was effectively negated and will not be applicable to this project.

Should you have any further questions, please contact this office.

Sincerely,

John Renz,
Chief Planning Official

cc: Lamos & Associates, 800 E. Graves Lane, Carson City, Nevada 89706
Mountain Vista Estates Tentative Subdivision Map File

LETPINES.PGP

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DEPARTMENT OF PUBLIC WORKS

Planning
Engineering
Building and Safety
Regional Transportation
Building Maintenance
Parks Maintenance
Road Maintenance
Vehicle Maintenance

MEMORANDUM

DATE: July 14, 1992
TO: Paul Patterson, Assistant Planner
FROM: Chris M. Tschirhart, MBA, PE, Senior Civil Engineer *CT*
SUBJECT: Mountain Vista Estates Tentative Map Application

This memo is to transmit the Engineering Division's comments regarding the referenced application. The Engineering Division recommends approval of the tentative map subject to the following conditions.

These comments are in accordance with the items of discussion at our June 15 meeting with the engineers for East Valley Village, Williams Industrial Park, and Mountain View Estates projects.

Roadways

1. The applicant is required to construct and pave East Valley Road to County collector standards. The applicant is required to 1) construct and pave East Valley across the entire project frontage, and 2) obtain the offsite 80' wide right-of-way, and construct and pave the proposed new alignment of East Valley from the westernmost Toler Lane/East Valley Road intersection to the northern property line. The applicant is not allowed to defer paving of East Valley Road until "...East Valley Village, goes into development."
2. The applicant is required to construct a right turn lane from Toler Lane onto East Valley Road to the satisfaction of the County Engineer.
3. The applicant is required to align the proposed street intersections with the proposed streets in the adjoining subdivisions: Williams Industrial Park, and East Valley Village. The applicant is required to dedicate adequate right-of-way across the proposed 2.13 acre open space (located at the northeastern property corner) to facilitate access from East Valley Village (i.e. Joshua Road) to the proposed East Valley Road alignment.

Paul Patterson
Mountain View Estat.
July 14, 1992

4. The applicant is required to place a note on the final map stating no driveway access shall be permitted onto East Valley Road.
5. The applicant is required to construct and pave the offsite portion of Sawmill Road (back to the existing edge of pavement) to County standards; a chip seal surface shall not be permitted.
6. The applicant is required to apply for abandonment of the existing portion of Sawmill Road right-of-way through the project site which is not part of the proposed roadway system.

Drainage

7. The applicant is required to submit a detailed drainage study with the improvement plans, to the satisfaction of the County Engineer. The study shall include, but not be limited to the following items:
 - A. Detailed calculations and supporting documentation.
 - B. Show drainage easements and explain maintenance responsibilities of drainage facilities.
 - C. Design of onsite and offsite drainage improvements shall be in accordance with the County's Drainage Improvements policy dated September 13, 1991.
8. East Valley Road is designated as a collector roadway on the 1980 General Plan, and subsequent amendments. In addition, the road crosses Pinenut Creek which has been delineated by F.E.M.A. as a 100 year flood plain. Therefore, the applicant is required to design and construct the Pinenut Creek culvert to convey the 100 year storm peak flow, to the satisfaction of the County Engineer. Moreover, the applicant is required to design and construct the offsite portion of East Valley Road, located within the 100 year flood plain, in accordance with the applicable requirements of the Douglas County Development Code Flood Hazard Ordinance.

Water and Sewer

9. The minimum lot size is 1.25 acre, with the average lot size being 1.25 acre. The adjoining subdivision, East Valley Village was approved by the Planning Commission with a condition requiring that "the subdivision shall be connected to a water system for domestic and fire suppression service, including construction of the necessary improvements and provisions of any needed water rights, to the satisfaction of the Douglas County Public Works Department and the East Fork Fire Protection District." This same condition is required of the applicant.

~~10. The minimum lot size is 1.25 acre, with the average lot size being 1.25 acre. The tentative map staff report for the~~

~~10. DELETED BY PLANNING COMMISSION~~

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page 2 of 3

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adjoining subdivision, East Valley Village included a suggested condition stating "the subdivision shall be connected to a Wastewater Treatment Plant for sewer service, including construction of any necessary sewer infrastructure improvements, to the satisfaction of the Douglas County Public Works Department." It is recognized, however, that the Planning Commission deleted this suggested condition from the East Valley Village project. Notwithstanding the action by the Planning Commission, to maintain consistency in staff reports, this same condition is required of the applicant.

COPY

INTEROFFICE MEMORANDUM

TO: Planning Division, Public Works Department
FROM: J. M. Rumann, Erosion Control Engineer
DATE: July 2, 1992
SUBJECT: Mountain Vista Estates
Tentative Map Drainage Review

Approval of this tentative map should be contingent upon the applicant submitting the following item: in accordance with the approval process, and consideration of the physical land characteristics.

1. The drainage information submitted does not contain the supporting documentation and calculations to verify results. The results indicate storm water runoff of 136 cfs which seems low. Therefore, detail documents and calculations shall be provided.
2. Detention basing shall be contained with dedicated drainage easements with maintenance responsibilities identified.
3. Downstream discharge of stormwater drainage shall be provided in a manner acceptable to adjacent property owners and shall prevent soil erosion.
4. Due to the unstable hydrologic and hydraulic conduit associated with alluvial fans, the finished flow on residences should be 18" above existing grade (not construction grade).

c: Engineering Division
File

JRMTNVSEST/lt

352187

BK1294PG1195

Exhibit E

**MOUNTAIN VISTA ESTATES
PHASING PLAN**

PHASE ONE

Includes lots 1-18, 36, 45, 46, 48, 50, 54-62 for a total of 32 lots, and 36.94 acres of open space.

Improvements: municipal water system, including well, water lines, fire hydrants and storage tank; sewage collection lines and lined aeriated pond; fencing of the easterly side of the Upper Allerman Canal and a crossing of the canal; East Valley Road; internal streets; drainage; and utilities including electricity, telephone and natural gas.

Dedications: East Valley Road (80 foot R-O-W); drainage, water, sewer and utilities facilities and easements.

PHASE TWO

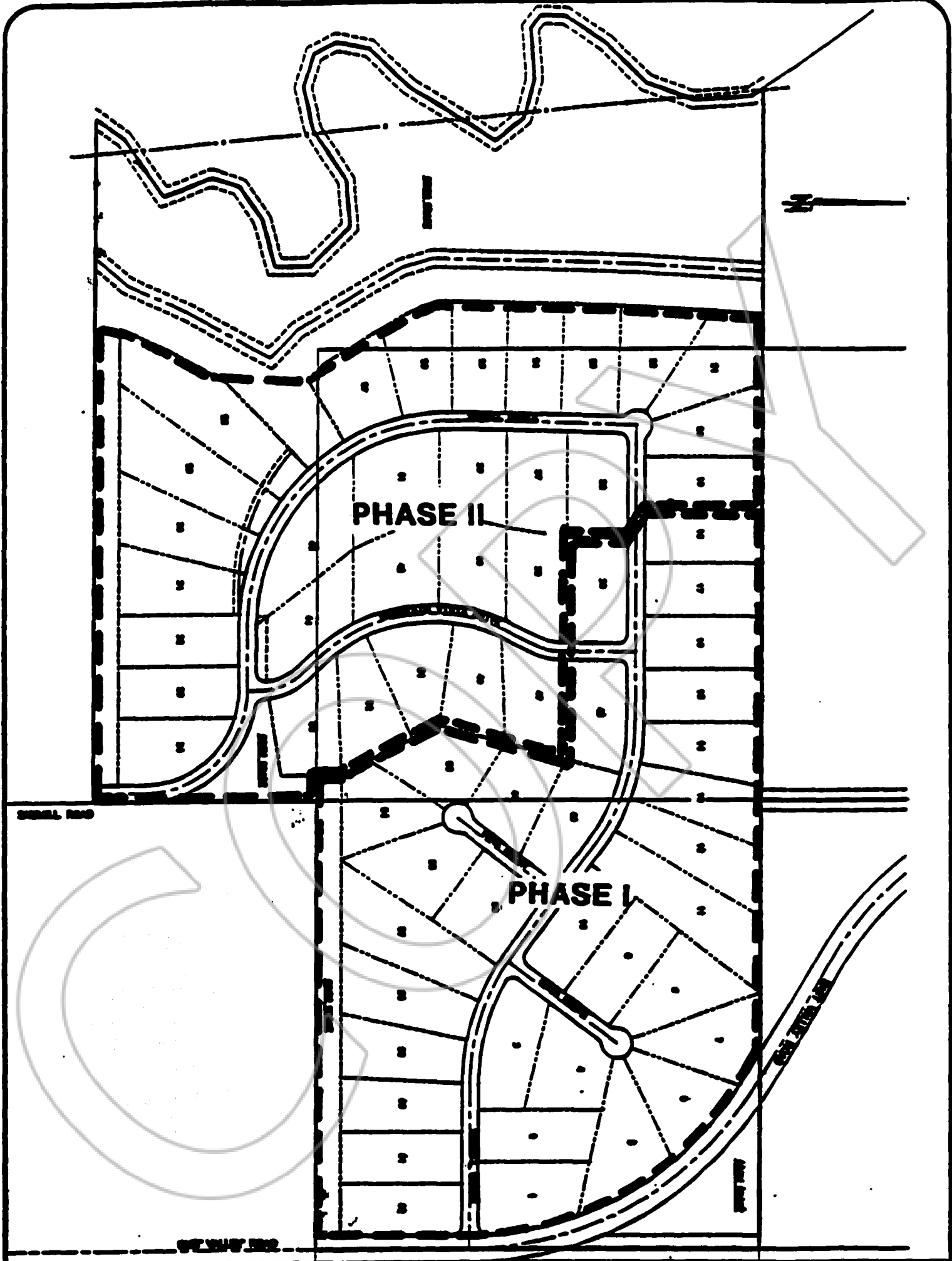
Includes lots 19-35, 37-44, 47, 49, 51-53 for a total of 30 lots.

Improvements: municipal water system, including water lines, and fire hydrants; sewage collection lines; internal streets; Sawmill Road; drainage; and utilities including electricity, telephone and natural gas.

Dedications: drainage, water, sewer and utilities facilities and easements.

Approved by: _____, Douglas County Engineer

**352187
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SERRAL ROAD

OF THE

PHASE II

PHASE I



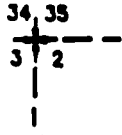
PHASING PLAN
for
MOUNTAIN VISTA ESTATES 352187

1" = 400'

BK 1294 PG 1, 197

Exhibit D

SCALE: 1" = 1000'



R 20 E

T 13 N

35 38

TOLER LANE

EAST VALLEY ROAD (PROP)

EAST VALLEY ROAD (EXIST)

ALLERMAN CANAL

MOUNTAIN VISTA ESTATES

A-4

A-2

A-2

A-2

A-2

A-2

A-2

M-E

A-2

SAWMILL ROAD

A-2

A-2

MASTER PLAN OVERLAY - RURAL RESIDENTIAL 2AC PER DWELLING

ZONING MAP 352187 for MOUNTAIN VISTA ESTATES BK 1294 PG 1198



this agreement.

2.4. The FSC Resolution must be adopted by the District and the County on or before the anniversary date of this agreement. The "anniversary date" of this agreement is the date that the County's ordinance adopting this agreement is effective. If an FSC Resolution is not adopted on or before the anniversary date, the existing FSC Resolution remains in effect for the next year. The initial FSC Resolution must be adopted within ninety (90) days of the initial anniversary date of this agreement.

ARTICLE III: CREDITS AGAINST "FAIR SHARE" COSTS

3.1. The policy of the District and the County is to encourage owners and developers of new residential subdivisions to provide land or facilities in lieu of FSC payments provided that the land or facilities are consistent with the needs outlined in Exhibit "A" or any subsequent capital improvements and facilities plan adopted by the District and made part of this agreement by the District and the County.

3.2. If land is being provided pursuant to paragraph 3.1, the value of any credit is determined to be the lesser of either: (a) the actual acquisition costs for the parcel being dedicated, or (b) the appraised value of the parcel. The appraisal must be made in accord with Nevada Revised Statutes section 244.281(3). The costs of the appraisal are paid by the owner or developer of the residential subdivision.

3.3. If facilities are being provided pursuant to paragraph 3.1, the value of any credit is determined to be the lesser of

either: (a) the actual costs of constructing the facilities, or (b) the estimated construction costs for the facilities as prepared by a licensed architect or engineer selected and retained by the District for the purpose of preparing the construction cost estimate required by this paragraph. The costs of retaining the architect or engineer specified in this paragraph must be paid by the owner or developer of the residential subdivision. In constructing or estimating the costs of construction for facilities provided pursuant to this paragraph, the provisions of Chapter 338 of the Nevada Revised Statutes must be complied with.

3.4. The value of any credit computed pursuant to paragraphs 3.2 and 3.3 must be applied only against that portion of the FSC not already offset by the residential construction tax or anticipated property tax payments for existing bonded indebtedness. Application of the requirements in this paragraph must be consistent with Part III.A.3 of Exhibit "B".

3.5. The value of any credits computed pursuant to paragraphs 3.2 and 3.3 must be prorated equally to each residential dwelling unit within the subdivision and the proration credit realized when the FSC for that unit becomes payable.

**ARTICLE IV: PAYMENT, COLLECTION AND USE OF
"FAIR SHARE" COST**

4.1. The FSC costs are payable on the basis of each residential dwelling unit at the same time as the residential construction tax is paid pursuant to Douglas County Code section

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 Allaeier

David Pumphrey

Nays: Commissioners Robert Prnett

Absent: Commissioners Barbara Smallwood

DS
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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BK 1294 PG 1203

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

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

94 DEC -7 NO 55

SUZANNE BEAUDREAU
RECORDER

[Signature] PAID *[Signature]* DEPUTY

SEAD

CERTIFIED COPY

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

DATE: *December 7, 1994*
B. R. [Signature] Clerk of the *9th* Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: *[Signature]* Deputy

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