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NO. 95.041

FEB 13 1995

DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

PUBLIC FACILITIES AND PROJECT
IMPROVEMENT AGREEMENT AND
DEVELOPMENT AGREEMENT

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On January 19 1995, Douglas County, a political subdivision of the State of Nevada ("COUNTY"), and Aspen Park Partnership, ("OWNER"), entered into this agreement to ensure the installation of public facilities and improvements and to ensure certain vested development rights on the project commonly known as Aspen Mobile Home Park, ("PROJECT").

1. RECITALS

1.1 Nevada Revised Statute Sections 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 On April 3, 1986 and December 15, 1988, the OWNER obtained a master plan amendment and a zone change from the COUNTY for the PROJECT. The property is now zoned R-3, Multiple Residential; and C-1, Limited Commercial with master plan designations of Multiple Residential (8 du/ac.) and Commercial.

1.4 On April 15, 1993, the OWNER obtained from the COUNTY conditional approval for a special use permit for the Aspen Mobile Home Park Planned Unit Development. 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 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 project 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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1 further acknowledges and agrees that substantial benefits will
2 accrue to the OWNER as a result of the OWNER and the COUNTY
3 entering into this agreement, including a vested development right
4 to develop the PROJECT in accordance with this agreement and the
5 conditions of approval, certainty in the particular on-site and
6 off-site improvements and requirements which the OWNER will be
7 responsible for constructing or completing, and certainty in the
8 land use fees or obligations which may be imposed by the COUNTY.

9 Therefore, the COUNTY and the OWNER agree as follows:

10
11
12 2. SELECTED DEFINITIONS

13 2.1 "Conditions of Approval" means all conditions of
14 the special use permit for the planned unit development described
15 in Exhibits B, C, D, and the improvement plan approved by, and on
16 file with, the county engineer.

17 2.2 "COUNTY" means Douglas County, a political
18 subdivision of the State of Nevada and its officers, elected
19 officials, and agents, and its divisions and departments; and
20 includes Towns, and General Improvement Districts.

21 2.3 "Land Use Fee or Obligation" means any COUNTY-
22 imposed fees or obligations applicable to the OWNER's PROJECT,
23 including, but not limited to, any fair share cost of land,
24 facilities, or in-lieu of payments under Ordinance 596 and
25 Resolution 93-46, water and sewer fees, residential construction
26 or school tax impositions, and water or land dedications.

27 2.4 "Master plan overlay" means a map or transparency
28 depicting master plan boundaries and designations.

29 2.5 "OWNER" means Aspen Park Partnership II and all its
30 officers and agents and other persons or entities or association
31 which hold any legal or equitable interest in the real property
32 described in Exhibit A. "OWNER" also includes any successors in-
33 interest to any or all of the foregoing.

34 2.6 "PROJECT" means the development as approved by the
35 COUNTY and described in section 3 of this agreement.

36 2.7 "Public Facilities" are facilities that will be
37 offered for dedication to the COUNTY, town or general improvement
38 district. "Public Facilities" include but are not limited to on-
39 site or off-site sewage treatment facilities and water systems
40 facilities together with all lines, mains, holding and disposing
41 areas, tanks, and easements; traffic signals, bike paths, curbs,

1 streets, sidewalks, drainage, flood and erosion easements; fire
2 stations, fire suppression equipment, and land for fire stations;
3 gutters, meridians, all off-site roads, all on-site and off-site
4 parks and improvements, park ways, pedestrian easements, public
5 health facilities, public libraries, public easements, rights-of-
6 way, schools, school sites, sheriff's station and equipment,
7 street lights, storm drains, and traffic signals.

8 2.8 "Public Utilities" include but are not limited to
9 water, sewer, natural gas, electricity, telephone, and cable
10 television, together with all equipment and easements dedicated
11 for these utilities.

12 2.9 "Real Property" means all the real property
13 described in Exhibit A.

14 2.10 "Reservation of Authority" means the rights and
15 authority exempted from the vested development rights in section
16 5 of this agreement and reserved to the COUNTY under further
17 COUNTY approvals in section 9 of this agreement.

18 2.11 "Project Improvements" are any on-site or off-site
19 improvements or facilities required of the project. "Project
20 Improvements" include but are not limited to all curbs, streets,
21 gutters, meridians, parkways, pedestrian and bike paths,
22 sidewalks, street lights, storm drains, any traffic signals or
23 directional devices.

24 2.12 "Vested Development Rights" means an irrevocable
25 right to develop the PROJECT in accordance with this agreement
26 under the conditions of approval. The COUNTY, however, may
27 unilaterally modify or amend these vested development rights to
28 protect the public health, safety, and welfare or comply with
29 supervening State or Federal laws or regulations.

30 2.13 "Day" means calendar day.
31

32 3. PROJECT DESCRIPTION

33 3.1 Overall PROJECT Description: The Aspen Mobile
34 Home Park is a planned unit development on 25.12 acres of a total
35 51.6 acre site. The site is zoned R-3, multiple family residential
36 (22.62 acres), and C-1, limited commercial (2.5 acres). The
37 current project is an addition to the existing Aspen Park. The
38 addition will include 138 double wide and triple wide mobile
39 home lease sites, a clubhouse, an extended picnic area, an
40 improved RV storage area, and a manager's quarters. The old ranch
41 house on the site will be relocated on the site and deeded to the
42 COUNTY for a community center. Seven acres of open space within
43 the site will be offered for perpetual dedication. The 2.5 acres

1 of commercially zoned property will be parceled off of the mobile
2 home development and made available for future commercial
3 development. A complete description of the entire PROJECT is set
4 out in the approved special use permit and in the improvement plan
5 approved by, and on file with, the county engineer.

6 3.2 Phasing: The project is proposed to be developed in
7 two phases. The First Phase will be comprised of 67 mobile home
8 lease lots. This phase will include entrance improvements,
9 pedestrian improvements along State Route 756, recreational
10 improvements; and a temporary fire access road. The Second Phase
11 will be comprised of 71 mobile home lease lots. The Second Phase
12 will include the club house, relocation and transfer of the ranch
13 house and open space offer of dedication to the COUNTY, a
14 permanent fire access road and improved RV storage. The phasing
15 of the project is further described in section 4 and exhibit D of
16 this agreement.

17 18 4. OWNER'S OBLIGATIONS

19 4.1 Project Improvements: At a minimum with each
20 phase of the project the developer will install sufficient
21 improvements to support the phase. These will include a municipal
22 water system connecting to the Gardnerville Town Water System, a
23 sewage collection system connecting to the Minden-Gardnerville
24 Sanitation District, a drainage collection system, paved roads,
25 and underground utilities. Underground utilities will include
26 electricity, telephone, cable TV, and natural gas.

27 4.1.1 In addition to the above improvements the First
28 Phase improvements will include:

29 A. A type IV intersection will be constructed at
30 the entrance from State Route 756 and this area will be landscaped
31 in accordance with approved design review plans;

32 B. An additional picnic area will be constructed in
33 the vicinity of the northerly guest parking area;

34 C. A temporary fire access road;

35 D. A standard curb, gutter, and sidewalk will be
36 installed north of the Cottonwood Slough bridge to the end of the
37 existing sidewalk. A pedestrian bridge will be constructed over
38 the Cottonwood Slough and a meandering five foot wide concrete
39 walk with landscaping will be constructed from the pedestrian
40 bridge to the south property line of the existing park within the
41 private property. An access easement for the meandering walk will
42 be provided along with an agreement for the maintenance of the
43 walk on the private property; and,

44 E. Fencing in compliance with approved plans.

1 4.1.2 Additional Second Phase improvements will
2 include:

3 A. A clubhouse with a fitness area and integrated
4 jacuzzi spa for the residents' use;

5 B. An enhanced RV parking area;

6 C. A permanent paved fire access road; and,

7 E. Subject to section 8.2 of this agreement The
8 relocation of the original portion of the existing old ranch house
9 to the community center site between lots 3 and 4. The building
10 will be put on a foundation and utilities brought to it. The OWNER
11 shall apply for a building permit to put the structure on a
12 permanent foundation in accordance with a structural engineer's
13 analysis to ensure lateral stability and ability to withstand all
14 building loads. Engineered design is to be for seismic zone three
15 and able to withstand 80 mile per hour winds. The aforementioned
16 work shall be to code and inspected by Douglas County;

17 4.1.3 The project improvements are set out in this
18 agreement's exhibits B, C, and D, and in the improvement plan
19 approved by, and on file with, the county engineer.

20 4.2 Public Facilities: With the Second Phase the
21 relocated old ranch house will be deeded to the COUNTY for a
22 community center. The developer shall make an offer of perpetual
23 dedication for the seven acres of open space. The developer shall
24 be responsible for maintenance of this area until such time that
25 the offer of dedication is accepted. This area shall also be
26 encumbered with an open space easement to the satisfaction of
27 Community Development and the District Attorney's Office prior to
28 the issuance of installation permits for the mobile homes. With
29 each phase the pertinent water rights, water and sewer system
30 facilities and easements will be deeded to the Gardnerville Town
31 Water Company and the Minden-Gardnerville Sanitation District.
32 The public facilities dedications are set out in this agreement's
33 exhibits B and C.

34 4.3 Public Utilities: The public utility
35 improvements are set out in this agreement's exhibits B, C, and
36 D, and in the improvement plan approved by, and on file with, the
37 county engineer, and the Town of Gardnerville.

38 4.4 Additional Development Requirements: In addition
39 to the fees routinely required by the COUNTY in conjunction with
40 the various development permitting processes, the OWNER agrees to
41 pay the fees set out in exhibits B and C of this agreement;
42 including a per unit fair share school mitigation fee with each
43 individual building permit application, as set out in the
44 Interlocal agreement adopted on the approval of Douglas County
45 Ordinance 596 and the fee requirements contained in Resolution 93-
46 46.

1 4.4.1 Mobile home mitigation fee. The OWNER agrees to
2 pay an annual mobile home mitigation fee for a period of fifty
3 years. The fee shall be the difference between the personal
4 property tax on the mobile homes in the park and the hypothetical
5 tax on the mobile homes if they were taxed as real property. At
6 any time that the difference on a particular mobile home is twenty
7 percent or less than the hypothetical real property tax the fee
8 shall not be due for that particular mobile home. The County
9 Assessor agrees to provide a spread sheet showing the calculation
10 of the fee for each mobile home annually. The County Treasurer
11 agrees to send the spread sheet and a statement of the fee due to
12 the OWNER annually at the time property tax bills are distributed.

13 4.4.2 Should state or local property tax law be amended
14 in a manner that provides for the taxing of mobile homes on a
15 similar basis to real property or as real property the OWNER has
16 no further obligation to pay the mobile home mitigation fee under
17 Section 4.4.1 of this agreement.

18 4.5 Commencement And Completion Periods: The OWNER
19 must commence and complete construction of the project
20 improvements, public facilities, and public utilities as follows:
21 All improvements pertinent to a phase must be completed prior to
22 the placement of mobile homes in that phase of the project. The
23 PROJECT construction must be commenced prior to June 7, 1995 and
24 phase two shall be completed within two years from the execution
25 of this agreement.

26 4.5.1 Those portions of the PROJECT not yet within the
27 Town of Gardnerville will be annexed to the Town of Gardnerville
28 prior to the issuance of a certificate of occupancy.

29 4.6 COUNTY action incorporated into this agreement

30 The requirements set out by the board of commissioner's
31 action approving the PROJECT and the requirements set out by the
32 public work department's letter of approval are incorporated into
33 this agreement.

34 4.7 Douglas County Code

35 The OWNER shall comply with all ordinances and fees
36 adopted by the COUNTY. The PROJECT shall comply with all
37 applicable county ordinances, and conform to Title 17 of the
38 Douglas County Code except as provided below.

39 4.7.1 The COUNTY shall not require compliance with
40 Section 17.30.050 (J) of the Douglas County Code (minimum parcel
41 size of 19 net acres in the primary flood zone) in order to allow
42 the filing of a parcel map separating from the project the C-1
43 zoned property and the open space and community center site.

44 4.7.2 The COUNTY shall permit the display and sale
45 of manufactured housing units within Aspen Park subject to the

1 following conditions:

2 A. No more than five manufactured housing units
3 shall be displayed and the displays shall be on lots 1, 2, 3, 131,
4 and 132 of phase one; or 57, 58, 71, 72 and 73 of phase two.

5 B. An in-park sales office will be located in the
6 park for the exclusive purpose of selling manufactured homes to
7 be located within the park.

8 C. Sales activity in the park will be limited to
9 in-park sales only.

10 D. In-park sales will terminate when the last space
11 is leased to the original lessee. No in-park resales office or
12 activity is allowed after the last space is leased to the original
13 lessee.

14 E. The displayed units will be fully connected to
15 utilities and in compliance with the building permit process.

16 F. The displayed units will be in full compliance
17 with required setbacks.

18 G. A temporary certificate of occupancy may be
19 issued for the displayed units prior to completion of all phase
20 improvements, subject to the security and improvement provisions
21 of Ordinance 625. Once all the conditions of approval under the
22 design review and special use permit for the phase are completed
23 a full certificate of occupancy can be issued for the units and
24 the security returned.

25 4.8 OWNER'S status report.

26 The OWNER shall submit to the Community Development
27 Department a report of the status of compliance with this
28 agreement every 24 months after the effective date of this
29 agreement for the duration of this agreement.

30
31 5. VESTED DEVELOPMENT RIGHTS

32 5.1 Master Plan: The OWNER has a vested development
33 right to the master plan overlay of the entire PROJECT operative
34 on the effective date of this agreement. A copy of that master
35 plan overlay is attached as Exhibit E.

36 5.2 Zoning: The OWNER has a vested development right
37 to the zoning on the entire PROJECT and under the conditions of
38 approval operative on the effective date of this agreement. A map
39 of the existing zoning of the PROJECT is attached as Exhibit F.

40 5.3 Planned Unit Development Special Use Permit
41 Approval: The OWNER has a vested development right to the
42 special use permit approval operative on the effective date of
43 this agreement, so long as the OWNER complies with Section 4.5

1 of this agreement and the conditions of the special use permit.

2 5.4 Land Use Regulations: The PROJECT must comply with
3 all ordinances and land use fees or obligations adopted by the
4 COUNTY or as may be adopted or amended by the COUNTY in the
5 future.

6 5.5 Land Use Fees: The OWNER agrees that the OWNER
7 shall pay or fulfill all land use fees or obligations required on
8 the effective date of the agreement. If a land use fee or
9 obligation has not yet been determined, the OWNER agrees to pay
10 or fulfill the fee or obligation at the time the fee or obligation
11 is determined by the COUNTY. The OWNER and the COUNTY agree that
12 complete payment or fulfillment of a land use fee or obligation
13 at or before the time required by the COUNTY, whether the fee or
14 obligation is operative on the effective date of this agreement
15 or later determined, freezes the amount of the OWNER's
16 responsibility for payment or the fulfillment of a particular fee
17 or obligation, and precludes the COUNTY from increasing that
18 particular fee or obligation paid or fulfilled by the OWNER at or
19 before the time required by the COUNTY. The OWNER agrees he shall
20 not seek a refund of any land use fee or judicially contest an
21 obligation paid or otherwise made pursuant to this agreement.

22 23 6. WARRANTY AND MAINTENANCE

24 6.1 Warranty: The OWNER warrants that all public
25 facilities, and public utilities the OWNER installs or causes to
26 be installed will be free from defects in material, construction,
27 and design for one calendar year from the date the facility or
28 utility is accepted by the COUNTY, as certified by a notice of
29 acceptance issued by the county engineer. The acceptance
30 procedure will work in the following manner:

31 6.1.1 At the completion of a phase of
32 improvements, facilities, or utilities specified by the COUNTY,
33 the OWNER must request in writing that the COUNTY inspect the
34 completed improvements, facilities, or utilities.

35 6.1.2 The COUNTY must then conduct the requested
36 inspection within 15 days of receipt of the request for inspection
37 or 18 days from the date of mailing, if the OWNER mails the
38 request for inspection.

39 6.1.3. The improvements, facilities, or utilities
40 to be inspected must be ready and prepared for inspection and not
41 be covered up or otherwise obscured or concealed. If the
42 improvements, facilities, or utilities are covered up, obscured
43 or are otherwise concealed, the OWNER shall uncover and make them
44 ready for inspection at the OWNER's expense. The time for COUNTY
45 inspection begins after the OWNER makes the improvements available
46 for inspection.

1 6.1.4 If the COUNTY finds the improvements,
2 facilities, or utilities to be unacceptable, the COUNTY must
3 specify in writing why they are unacceptable and set forth a
4 reasonable time in which the OWNER must render them acceptable.
5 Prior to requesting a subsequent inspection by the COUNTY, the
6 OWNER must render the improvements, facilities, or utilities
7 acceptable to the COUNTY.

8 6.1.5 If the COUNTY fails to conduct the requested
9 inspection, the one calendar year warranty period begins to run
10 15 days from receipt of the request for inspection, or 18 days
11 from the date of mailing if the OWNER mails the request for
12 inspection. However, the COUNTY still retains the right to
13 inspect and to accept the improvements, facilities, or utilities
14 during that period.

15 6.2 Maintenance: The OWNER must maintain the public
16 facilities and public utilities for the warranty period in section
17 6.1 of this agreement or for the length of time the OWNER retains
18 custody or control over each public facility or public utility,
19 whichever is longer.

20

21 7. REPAIR AND WARRANTY OF EXISTING COUNTY ROADS

22 7.1 Repair: If the OWNER or any agents or contractors
23 of the OWNER use existing county roads to transport construction
24 equipment or materials, or excavation equipment or materials, the
25 OWNER must repair those existing county roads to their pre-used
26 state at the completion of each phase of the PROJECT. If,
27 however, the county engineer determines that the OWNER's use of
28 those existing roads necessitates their repair before the
29 completion of any phase of the PROJECT, the OWNER must repair
30 those existing county roads upon notification in writing from the
31 county engineer.

32 7.2 Warranty: The OWNER warrants the repair of
33 existing county roads to their pre-used condition for one calendar
34 year from the date each repaired existing county road is inspected
35 and accepted. The OWNER must request in writing that the COUNTY
36 inspect the repaired existing county road. The COUNTY must
37 conduct the requested inspection within 15 days of receipt of the
38 request for inspection, or within of 18 days from the date of
39 mailing if the OWNER mails the request for inspection. If the
40 COUNTY fails to conduct the requested inspection, the one calendar
41 year begins to run 15 days from receipt of the request for
42 inspection, or 18 days from the date of mailing if the OWNER mails
43 the request for inspection.

44

45 8. COUNTY'S OBLIGATION

46 8.1 Periodic Review: The Community Development

1 Director or his designee must review the progress of the PROJECT
2 at least once every 24 months to ensure that the OWNER has
3 complied with the terms of this agreement. Upon completion of
4 this review, the Community Development Director or his designee
5 must notice the OWNER in writing of the results of the review.
6 Within 30 days of mailing this written notice to the OWNER, the
7 Community Development Director or his designee must place a copy
8 of the results of this review on the agenda of the board of county
9 commissioners for consideration and action. If the board of
10 county commissioners determines that the OWNER has not complied
11 with the terms of this agreement, the board may cancel or amend
12 this development agreement as provided in Nevada Revised Statute
13 278.0205 and Douglas County Code 16.32.160(F).

14 8.2 Old Ranch House : At this time the COUNTY has
15 not determined whether it wishes to accept ownership of the ranch
16 house required to be dedicated under condition 14 of the special
17 use permit. The COUNTY will have six months from the approval of
18 this agreement to determine whether they wish to accept ownership
19 of the ranch house. Within that time should the COUNTY decide to
20 accept the ranch house the Owner will comply as stated in section
21 4.1.2 E. of this agreement. Should the six months lapse without
22 a decision or should the County at any time decide they do not
23 wish to own the ranch house the OWNER is released from compliance
24 with condition 14 as it applies to the ranch house and is free to
25 dispose of the house at his discretion; and the OWNER may return
26 to his original plan and develop the ranch house site with two
27 additional lots.

28
29 9. CONSISTENT WITH MASTER PLAN

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

33
34 10. TERM

35 The term of this agreement shall run with the special
36 use permit.

37
38 11. BINDS ONLY PARTIES AND SUCCESSORS IN-INTEREST

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

41
42 12. EVENTS OF DEFAULT

43 The following events constitute a default under the

1 agreement.

2 12.1 The OWNER's failure to commence or complete
3 construction in accordance with section 4.5 of this agreement.

4 12.2 The OWNER's failure to cure any defective
5 construction of any improvement, facility, or utility within the
6 warranty period.

7 12.3. The OWNER's failure to perform work on the
8 PROJECT for a period of one hundred and eighty consecutive days.

9 12.4 The OWNER's insolvency, the appointment of a
10 receiver for the OWNER, or the filing of a voluntary or
11 involuntary petition in bankruptcy respecting the OWNER.

12 12.5 Foreclosure of any lien against the real property
13 or any conveyance of the real property in lieu of foreclosure.

14 12.6 The breach by OWNER of any provision of this
15 agreement.

16 12.7 The breach by COUNTY of any provision of this
17 agreement.

18
19

20 13. REMEDIES

21 13.1 No Monetary Damages Against COUNTY: The COUNTY
22 and the OWNER agree that the COUNTY would not have entered into
23 this agreement if it were to be liable for damages under or with
24 respect to this agreement. Accordingly, the COUNTY and the OWNER
25 may pursue any remedy at law or equity available for breach,
26 except that the COUNTY shall not be liable to the OWNER or to any
27 other person for any monetary damages whatsoever, or any costs or
28 attorney's fees.

29 13.2 Specific Performance: The COUNTY and the OWNER
30 agree that the COUNTY would not have entered into this agreement
31 if it were unable to obtain the following public facilities as
32 consideration for this agreement: The facilities set out in this
33 agreement's exhibits B, C, and D, and in the improvement plan
34 approved by, and on file with, the county engineer. Accordingly,
35 the COUNTY may sue the OWNER for the installation of those
36 facilities if the OWNER defaults under this agreement and fails
37 or refuses to complete the PROJECT.

38
39

40 14. NOTICES

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

1 addresses:

2

3 COUNTY:

Director

4

Department of Community Development

5

Post Office Box 218

6

Minden, Nevada 89423

7

8

9 OWNER:

Aspen Park Partnership

10

1445 West San Carlos Street

11

San Jose, California 95126

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13

14

15. HOLD HARMLESS

15

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 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.

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16. 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.

17. 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.

18. EFFECTIVE DATE

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

19. 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.

Robert A. Algeier
CHAIRMAN,
BOARD OF COUNTY COMMISSIONERS

Asa Sandage
OWNER

AS TO FORM:

Robert J. Mann
DISTRICT ATTORNEY

AS TO CONTENT:

JRM
COMMUNITY DEVELOPMENT DIRECTOR

EXHIBITS

- 1
- 2
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- 4
- 5 A. Property Description and OWNER'S interest .
- 6
- 7 B. Copy of minutes of board of commissioner's action
- 8 approving the special use permit for the PROJECT and the
- 9 specific conditions of approval.
- 10
- 11 C. Letter of notification of board of commissioners
- 12 approval including conditions of approval.
- 13
- 14 D. Phasing plan and map approved by the county engineer.
- 15
- 16 E. Master plan overlay.
- 17
- 18 F. A map of the PROJECT'S existing zoning.
- 19
- 20 G. Copy of Article III of the Interlocal Agreement between
- 21 Douglas County and the Douglas County School District.
- 22
- 23 H. Copy of Ordinance 596.
- 24
- 25 I. Copy of Resolution 93-46.
- 26
- 27

EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

All that portion of the Northeast 1/4 of Section 5, Township 12 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, and more particularly described as follows:

All that portion of Parcel 2 of the Parcel map for Walter G. and Carol E. Lund, filed for record December 27, 1977, in Book 1277 of Parcel Maps at Page 1269, as Document Number 16135, Official Records of Douglas County, Nevada, and lying Southerly of and Westerly of the following described line:

Commencing at the North 1/4 corner of said Section 5, marked by a 1/2 inch rebar as shown on the aforesaid Parcel Map; thence South 89°53'17" East along the North line of said Section 5, 2,583.92 feet to the Westerly right of way line of Centerville Lane also being Nevada State Route 56; thence South 01°38'40" East, along said right of way line 1,044.19 feet to the TRUE POINT OF BEGINNING; thence leaving said right of way line South 79°24'33" West 193.88 feet; thence North 72°03'22" West 608.36 feet to the centerline of an irrigation ditch; thence South 17°56'38" West along said ditch line 17.71 feet; thence leaving said ditch line North 67°18'47" West 578.13 feet; thence North 06°33'07" West along an existing fence line 559.38 feet to its intersection with an east-west fence; thence leaving the aforesaid fence line and following said east-west fence South 68°05'23" East 335.32 feet; thence leaving said East-West fence North 01°03'05" West 257.29 feet to a point on the North line of the aforesaid Section 5 and bearing South 89°53'17" East 1,548.23 feet distant from the North 1/4 corner thereof, said point being the terminus of this line.

Assessor's Parcel No. 25-110-07

REQUESTED BY
FIRST NEVADA TITLE COMPANY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

89 JAN 27 12:15

SUZANNE BEAUDREAU
RECORDER

PAUL BL DEPUTY

195245

BOOK 189 PAGE 3678

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BK 0295 PG 3250

DESCRIPTION

11 that portion of the Northeast 1/4 of Section 5, Township 12 North, Range 20 East, .D.B. & M., Douglas County, Nevada, and more particularly described as follows:

11 that portion of Parcel 2 of the Parcel Map for Walter G. and Carol E. Lund filed for record December 27, 1977, in Book 1277 of Parcel Maps at Page 1269 as Document Number 6135, Official records of Douglas County, Nevada, and lying Northerly of an Easterly of the following described line:

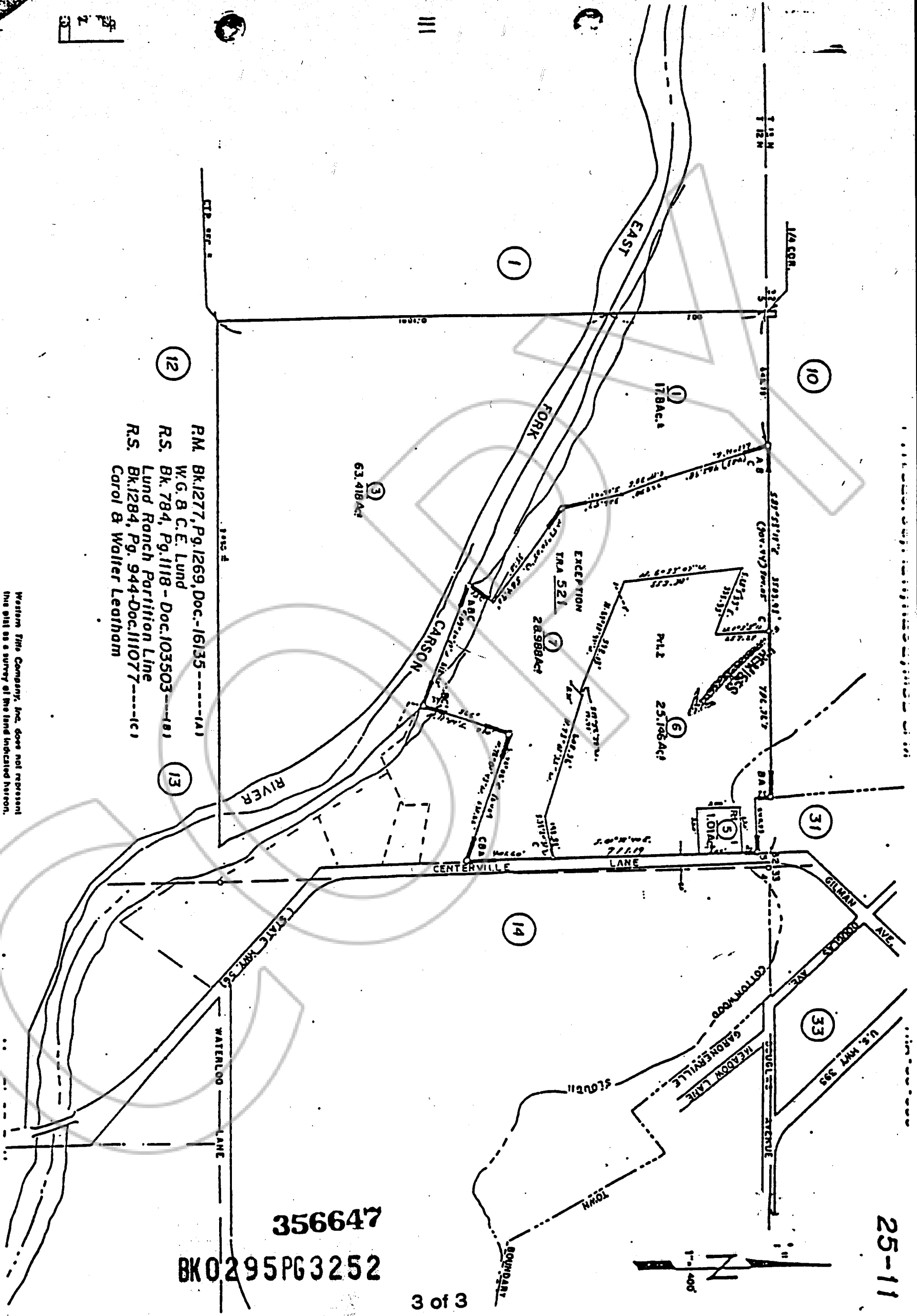
COMMENCING at the North 1/4 corner of said Section 5, marked by a 1/2 inch rebar as shown on the aforesaid Parcel Map: thence South $89^{\circ}53'17''$ East along the North line of said Section 5, 2,583.92 feet to the Westerly right-of-way line of Centerville Lane also being Nevada State Route 56; thence South $01^{\circ}38'40''$ East along said right-of-way line 1,044.19 feet to the TRUE POINT OF BEGINNING; thence leaving said right-of-way line South $9^{\circ}24'33''$ West 193.88 feet; thence North $72^{\circ}03'22''$ West 608.36 feet to the centerline of an irrigation ditch; thence South $17^{\circ}56'38''$ West along said ditch line 17.71 feet; thence leaving said ditch line North $67^{\circ}18'47''$ West 578.13 feet; thence North $06^{\circ}33'07''$ West along an existing fence line 559.38 feet to its intersection with an East-West fence; thence leaving the aforesaid fence line and following said East-West fence South $8^{\circ}05'23''$ East 335.32 feet; thence leaving said East-West fence North $01^{\circ}03'05''$ West 57.29 feet to a point on the North line of the aforesaid Section 5 and bearing South $9^{\circ}53'17''$ East 1,548.23 feet distant from the North 1/4 corner thereof, said point being the terminus of this line.

.P.N. 25-110-06

PRE-123/sz

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R.M. BK.1277, Pg.1269, Doc.-16135-----1A1
 W.G. & C.E. Lund
 R.S. BK. 784, Pg.1118 - Doc.103503-----1B1
 Lund Ronch Partition Line
 R.S. BK.1284, Pg. 944-Doc.11077-----1C1
 Carol & Walter Leathom

Western Title Company, Inc. does not represent
 this plat as a survey of the land indicated herein.

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 BK 0295 PG 3252

Exhibit B

03158

Douglas County Board of Commissioners
Meeting of April 15, 1993

2. Will not result in material damage or prejudice to other property in the vicinity.

Conditions:

1. The project shall receive Design Review approval prior to construction, which will examine landscape screening and additional lighting required for the expanded facility.

2. Douglas County shall obtain required permits and approval from the State of Nevada for the waste water treatment facility prior to expansions beyond the capacity allowed in existing NDEP discharge permits.

MOTION carried with Fischer absent.

ADJOURN AS BOARD OF ADJUSTMENTS
RECONVENE AS COUNTY COMMISSIONERS

DISCUSSION AND POSSIBLE ACTION ON ADOPTION OF MULLER LANE ALIGNMENT

Mark Palmer, County Engineer, presented an outline on the Muller Lane Alignment project and discussed the future meeting with surrounding property owners. Mr. Palmer said he will bring the matter before the Planning Commission, and then present the matter to the Board of Commissioners.

Chairman Pumphrey asked when the Board would revisit the Chichester Tentative map, and Rob Anderson, representing the Chichesters, said he had requested it be on the May 6th agenda. Mr. Anderson introduced into the record letters from Mrs. Stodick, Slash Bar H Ranch.

Chairman Pumphrey noted it would be extremely difficult to hear the Chichester tentative map without resolution of the Muller Parkway issue. Chairman Pumphrey stated it was his understanding when Mr. Anderson agreed to the continuance, it was not to a time certain, and asked the Muller Parkway matter be heard at the next Planning Commission meeting.

The Commission discussed the concerns of approximal property owners and wished the County to cooperate with the owners.

PUBLIC COMMENT

Tom Clemens, a property owner potentially affected by the Muller Parkway, asked the property owners on Orchard Road be included in the meetings with the larger property owners. He would not like to see the Parkway in his backyard.

There was no further public comment.

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PARTNERSHIP. NORTH TO AND ADJACENT TO THE EXISTING

Aspen Mobile Home Park and State Route 756; APN 25-110-06 and 07; T12N, R20E, Section 5. Request: Special Use Permit to allow a mobile home park in the R-3 zone.

Keith Ruben, Associate Planner, clarified all spaces are double-wide and there will be no triple-wide spaces (page 1); and "tennis court and pool", should read "tennis court or pool" (under Recreational Amenities).

Stephen Balkenbush, representing the applicant, questioned the condition addressing sidewalks, and stated it made no sense to install curb and sidewalks if there was no tie-in to somewhere in the Town of Gardnerville. Mr. Ruben answered this was a Town of Gardnerville condition.

Annie Vadania, owner of the property, was present. In regard to the pool/tennis court matter, she was seeking consensus from the residents on preference of a recreation facility.

Jim Vasey, representing the Town of Gardnerville and Gardnerville Town Water, said the curb, gutter and sidewalk was required on the frontage of the project.

The Board discussed at length the curb, gutter and sidewalks, that exist on to SR 756, and phasing of project.

PUBLIC COMMENT

A show of hands by the residents of the current Aspen Park to the project supported the project.

Walter Debore, resident of old Aspen Park, was concerned over driveway exists on to SR756, but supports the development. Also concerned over the effects on the old park.

Susan Debore, objects to the project.

Jacques Etchegoyhen, concerned over flooding, has seen the property under water. Mr. Etchegoyhen noted the flooding of the property in 1955 and said measures tried to mitigate flooding at the time failed.

The Commission discussed with staff the issues of the proposed project's location in the flood plain, FEMA mapping of the area, and the FEMA adopted guidelines. Mark Palmer, County Engineer, stated the County can only use the best information provided by FEMA. Mr. Vasey informed the Commission the matter of the flood plain was discussed at length by the Town of Gardnerville.

There was no further public comment.

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Douglas County Board of Commissioners
Meeting of April 15, 1993

Commissioner Smallwood spoke to the concern over the Town of Gardnerville assuming maintenance of the drainage system, and Mr. Vasey said the drainage system would be reviewed in the design review. Mark Palmer said the drainage issue needed a long-range solution and the County always supports the towns.

Jim Vasey, representing the Town of Gardnerville and the Gardnerville Town Water suggested additions to condition 2, to include the Gardnerville Town Water Company annexation requirements of March 10, 1992; condition 8, to add "to join the nearest sidewalks"; and condition 14, to include the words " and the improvement plans approved by . . . ".

Chairman Pumphrey, introduced a letter from an attorney representing Mr. Harmon Peacock, President of the Homeowner's Association. Residents of Aspen Park spoke out from the audience saying Mr. Peacock did not represent them. Chairman Pumphrey stated, for the record, when he had been a practicing attorney he had occasion to talk with several of the residents of the Park and he believes Mr. Peacock does not represent the Homeowners' Association.

Chairman Pumphrey discussed his concerns regarding the floodplain, a permanent foundation requirement, and the wording "as if property is located in the 100 year flood plain."

MOTION by Pruett to approve the findings and the 18 conditions as recommended by staff, plus the 19th recommended by the Chairman, the reimbursement item, the record of the conversations, the developments and concerns be noted. On item 15, the recommendation of the Gardnerville Water Co. be addressed. condition 2 be amended as suggested; MOTION died for lack of a second.

The Commissioners discussed at length the modification and additions in Conditions 2, 3, 8, 14, 17 and introduced Condition 19.

Stephen Balkenbush, speaking to changes in Condition 3, said permanent foundations required on mobile homes would mean any lending institutions would require the mobile home owner to own the property and defeats the purpose of a mobile home.

Jim Riggs, a prospective resident of the Park, stated when a mobile home is placed on a permanent foundation, it is not only set on concrete, but welded to the frame.

The Commission continued to discuss permanent foundations, the FEMA maps, reconsideration of this property's location in the flood plain, the County's responsibility for development in an area which floods, and current FEMA maps which do not indicate the property to be in the flood plain; Chairman Pumphrey

clarified for the record the changes in the conditions follows:

Conditions:

1. Upon the abandonment of the project for which the Special Use Permit was issued, or upon the expiration of two years from the date of the granting of the permit for a planned development, which same has not been commenced, and extension of time for completion has not been granted, special use permit shall expire.

2. The project shall comply with all of the Town of Gardnerville's recommended conditions addressed in the letter dated March 15, 1993, and the Gardnerville Town Water annexation requirements adopted March 10, 1992.

3. All structures shall be constructed to flood standards defined under the Flood Hazard Ordinance.

4. Recommendations for design improvements to roadway described in the traffic study by Solaegui Engineers dated July 1992, shall be incorporated in the project design. Encroachment permits shall be obtained and design approval for intersection improvements received from the Nevada Department of Transportation.

5. A design review for the proposed mobile home park shall be approved by the Planning Division prior to the submission of grading and building permits.

6. The Special Use Permit may be revoked if the development deviates from the development plan as approved without first obtaining the consent of the governing body to such changes.

7. Prior to a certificate of occupancy being issued, improvements shall be in place according to the phasing as follows:

Phase One shall include entrance improvements and community center dedication with the 43 developed spaces; phase two includes recreation hall, fire access road and RV storage with 32 developed spaces; phase three (33 spaces) and phase four (30 units) shall provide further improvements to the park's open space recreation areas. Detail improvements shall be submitted along with other required materials for Design Review.

8. Curbs and gutters shall be installed along the interior roads of the park. Sidewalks shall be provided on one side of the street for pedestrian access. Curb, gutter and side

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Douglas County Board of Commissioners
Meeting of April 15, 1993

shall be installed along State Route 756 to join the nearest sidewalk.

9. No mobile home shall be placed in the primary flood zone.

10. The fire road connecting the new expansion and the existing park shall be completed to the approval of the East Fork Fire District, and it compliance with the Flood Hazard Ordinance to the satisfaction of the County Engineer.

11. The front setback of the mobile home shall be 10 feet from the backside of the curb.

12. Improvements to individual spaces and park restrictions submitted to staff are incorporated in the approval of this Special Use Permit, which are shown as Exhibit J.

13. An exterior boundary fence around the portion of the project being expanded shall be completed with each phase. The wall design and material shall be reviewed and approved by the Town of Gardnerville and Public Works and the developer.

14. The developer has offered to dedicate the open space shown on the site plan for the north parcel, and the old farm house to the Douglas County and/or the Town of Gardnerville for a community center open to the public. The building shall be relocated as indicated on the site plan, put on a foundation, connected to utilities and the offer of dedication made prior to the certificate of occupancy being issued for phase one. County fees for parcel map or special use permit to accommodate this transfer shall be waived.

15. The project must be annexed and the improvement plans approved by the Town of Gardnerville, the Gardnerville Town Water Company and the Minden-Gardnerville Sanitation District prior to the issuance of building permits.

16. The applicant shall delete the parcel boundary between the existing Aspen Park and the proposed expansion.

17. The applicant shall record an open space easement to the satisfaction of the District Attorney and Public Works Department for the area shown as open space on APN 25-110-06. This same area shall have a perpetual offer of dedication to Douglas County. The County may accept all or portions of this area at any time. Until such time as the County accepts the offer of dedication or all or part, maintenance is considered the responsibility of the owner, and improvement plans for the open space shall be submitted to and approved by Public Works Department.

18. Applicant will enter into a Development Agreement with Douglas County which implements the policy to be adopted by

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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 development, but not to delay the intended completion thereof. Payment of fees shall be applied at building permits and shall be applied only once to each space within the approved mobile home park.

19. Annual mitigation via a development agreement for a fifty year period via annual fees in recognition of the effect of mobile homes being assessed as personal property.

MOTION by Pumphrey/Pruett to approve the special use permit, with findings and conditions as amended; motion carried with Smallwood voting Nay and Fischer absent.

Findings:

- A. Will not be materially detrimental to the public health, safety, convenience and welfare.
- B. Will not result in material damage or prejudice to the other property owners.
- C. That the combination of difference in dwelling types and variety of land uses within the development will complement each other and will harmonize with existing and proposed land uses in the vicinity.

Commissioners Smallwood noted her only concern was she believed the property to be in the flood plain.

With no further business to come before the Board, the meeting adjourned at 7:20 p.m.

Respectfully submitted,



David G. Pumphrey, Chairman
Douglas County Board of Commissioners

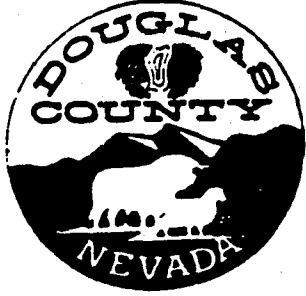
ATTEST:



Barbara J. Reed, Clerk to the Board

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DEPARTMENT OF PUBLIC WORKS

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

June 7, 1993

Aspen Park Partnership
 1445 West San Carlo Street
 San Jose, Ca 95126

Re: Special Use Permit for Mobile Home Park
 Assessor's Parcel 25-110-06 and 07

Dear Mr. Vaudagna:

At the regularly scheduled meeting on April 15, 1993, the Douglas County Board of Adjustments approved your request for a special use permit for an additional 137 unit mobile home park expansion located at Aspen Mobile Home Park.

This approval is subject to the following conditions:

1. Upon the abandonment of the project for which the Special Use Permit was issued, or upon the expiration of two years from the date of the granting of the permit for a planned unit development, which same has not been commenced, and an extension of time for completion has not been granted, the special use permit shall expire.
2. The project shall comply with all of the Town of Gardnerville's recommended conditions addressed in the letter dated March 15, 1993, and the Gardnerville Town Water Company annexation requirements adopted March 10, 1992.
3. All structures shall be constructed to flood standards defined under the Flood Hazard Ordinance.
4. Recommendations for design improvements to roadways as described in the traffic study by Solaegui Engineers dated July 1992, shall be incorporated in the project design. Encroachment permits shall be obtained and design approval for intersection improvements received from the Nevada Department of Transportation.
5. A design review for the proposed mobile home park shall be approved by the Planning Division prior to the submittal of grading and building permits.
6. The Special Use Permit may be revoked if the developer deviates from the development plan as approved without first obtaining the consent of the governing body to such change or changes.
7. Prior to a certificate of occupancy being issued all improvements shall be in place according to the phasing plan as follows:

Phase One shall include entrance improvements and community center dedication with the 43 developed spaces; Phase Two includes recreation hall, fire access road and RV storage with 32 developed spaces; Phase Three (33 spaces) and Phase Four (30 units) shall provide further improvements to the park's open space recreations areas. Detail improvements shall be submitted along with other required materials for Design Review.

8. Curbs and gutters shall be installed along the internal roads of the park. Sidewalks shall be provided on one side of the street for pedestrian access. Curb, gutter and sidewalk shall be installed along State Route 756 to join the nearest sidewalk.

9. No mobile home shall be placed in the primary flood zone.

10. The fire road connecting the new expansion and the existing park shall be completed to the approval of the East Fork Fire District, and in compliance with the Flood Hazard Ordinance to the satisfaction of the County Engineer.

11. The front setback of the mobile home shall be 10 feet from the backside of the curb.

12. Improvements to individual spaces and park restrictions submitted to staff are incorporated in the approval of this Special Use Permit, which are shown as Exhibit J.

13. An exterior boundary fence around the portion of the project being expanded shall be completed with each phase. The wall design and material shall be reviewed and approved by the Town of Gardnerville and Public Works and the developer.

14. The developer has offered to dedicate the open space shown on the site plan for the north parcel, and the old farm house to Douglas County and/or the Town of Gardnerville for a community center open to the public. The building shall be relocated as indicated on the site plan, put on a foundation, connected to utilities and the offer of dedication made prior to the certificate of occupancy being issued for phase one. County fees for parcel map or special use permit to accommodate this transfer shall be waived.

15. The project must be annexed and the improvement plans approved by the Town of Gardnerville, the Gardnerville Town Water Company and the Minden-Gardnerville Sanitation District prior to the issuance of building permits.

16. The applicant shall delete the parcel boundary between the existing Aspen Park and the proposed expansion.

17. The applicant shall record an open space easement to the satisfaction of the District Attorney and Public Works Department for the area shown as open space on APN 25-110-06. This same area shall have a perpetual offer of dedication to Douglas County. The County may accept all or portions of this area at any time. Until such time as the County accepts the offer of dedication or all or part, maintenance is considered the responsibility of the owner, and improvement plans for the open space shall be submitted to and approved by Public Works Department.

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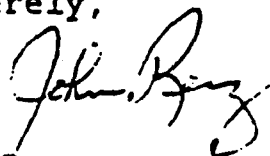
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18. Applicant will enter into a Development Agreement with Douglas County which implements the policy to be adopted by Douglas County regarding mitigation measures pertaining to the Douglas County School District. The intent of this condition is to allow the imposition of such newly developed policies, rules, regulations and ordinances on residential construction in the development, but not to delay the intended completion thereof. Payment of fees shall be applied at building permits and shall be applied only once to each space within the approved mobile home park.

19. Annual mitigation via a development agreement for a fifty year period via annual fees in recognition of the effect of mobile homes being assessed as personal property.

Should you have any further questions, please contact this office at 782-9000.

Sincerely,



John Renz
Chief Planning Official

cc: Thiel, Winchell & Assoc.

ASPNPRK.607

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Exhibit D

Phasing Plan

Phase I

Phase I will comprise the development of 67 mobile home lease lots. Improvements included in this phase will be a municipal water system connecting to the Gardnerville Town Water Company system; a sewage collection system connecting to the Minden-Gardnerville Sanatation District system; drainage collection system; paved private roads; and underground utilities. The utilities will include electricity, telephone, cable TV, and natural gas.

In addition to the above improvements the first phase improvements will include:

- A. A type IV intersection will be constructed at the entrance from State Route 756 and this area will be landscaped in accordance with approved design review plans;
- B. An additional picnic area will be constructed in the vicinity of the northerly guest parking area; and,
- C. A temporary fire access road.
- D. A standard curb, gutter, and sidewalk will be installed north of the Cottonwood Slough bridge to the end of the existing sidewalk. A pedestrian bridge will be constructed over the Cottonwood Slough and a meandering five foot wide concrete walk with landscaping will be constructed from the pedestrian bridge to the south property line of the existing park within the private property. An access easement for the meandering walk will be provided along with an agreement for the maintenance of the walk on the private property; and,
- E. Fencing in compliance with approved plans.

Phase II

Phase II will comprise the development of 71 mobile home lease lots. Improvements included in this phase will be a municipal water system connecting to the Gardnerville Town Water Company system; a sewage collection system connecting to the Minden-Gardnerville Sanatation District system; drainage collection system; paved private roads; and underground utilities. The utilities will include electricity, telephone, cable TV, and natural gas.

Additional second phase improvements will include:

- A. A clubhouse for the residents' use;
- B. An enhanced RV parking area.

- D. A permanent paved fire access road; and,
- E. Subject to section 8.2 of the development agreement agreement The relocation of the original portion of the existing old ranch house to the community center site between lots 3 and 4. The building will be put on a foundation and utilities brought to it. The OWNER shall apply for a building permit to put the structure on a permanent foundation in accordance with a structural engineer's analysis to ensure lateral stability and ability to withstand all building loads. Engineered design is to be for seismic zone three and able to withstand 80 mile per hour winds. All work shall be to code and inspected by Douglas County;

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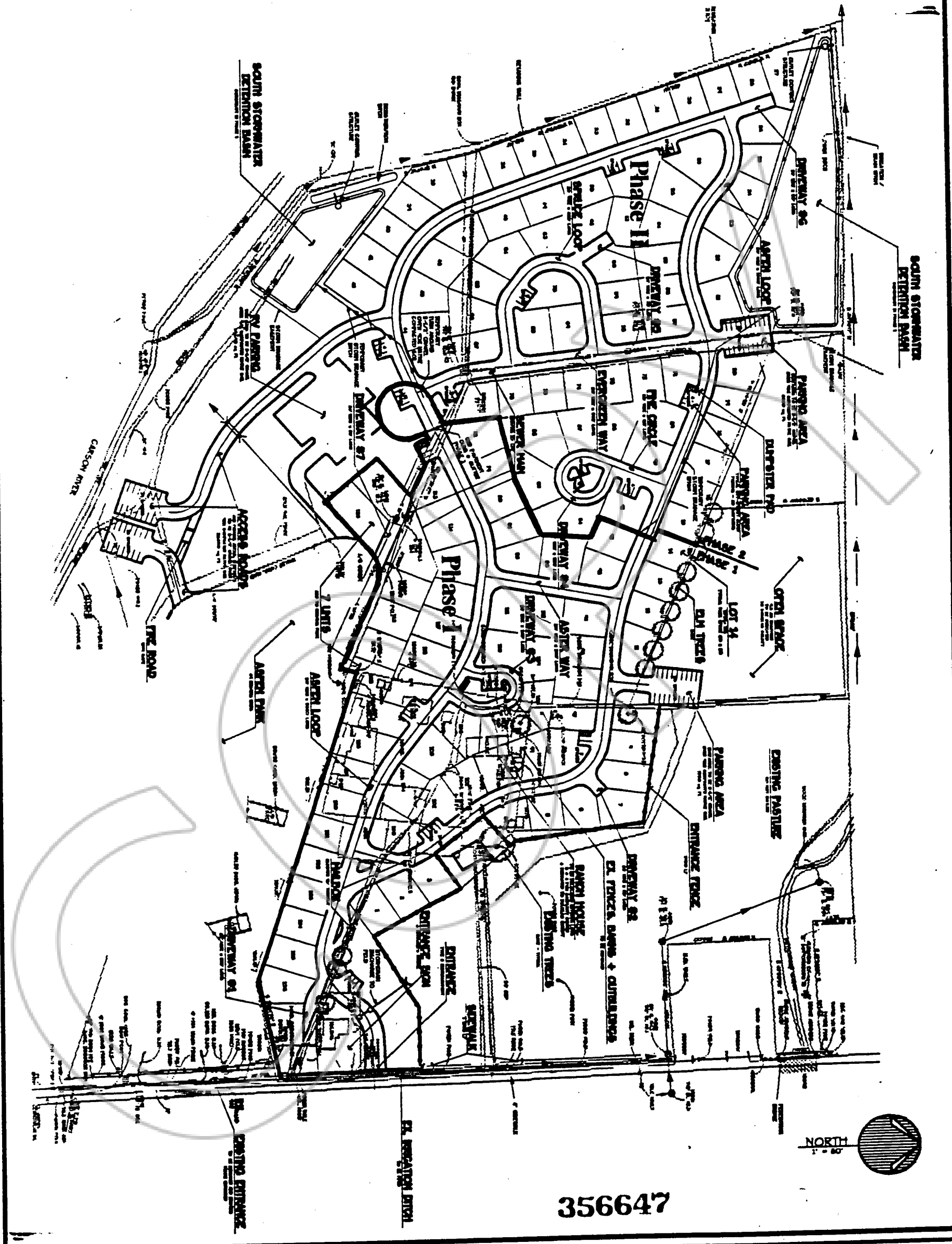


Exhibit E
Existing Master Plan for Aspen Park



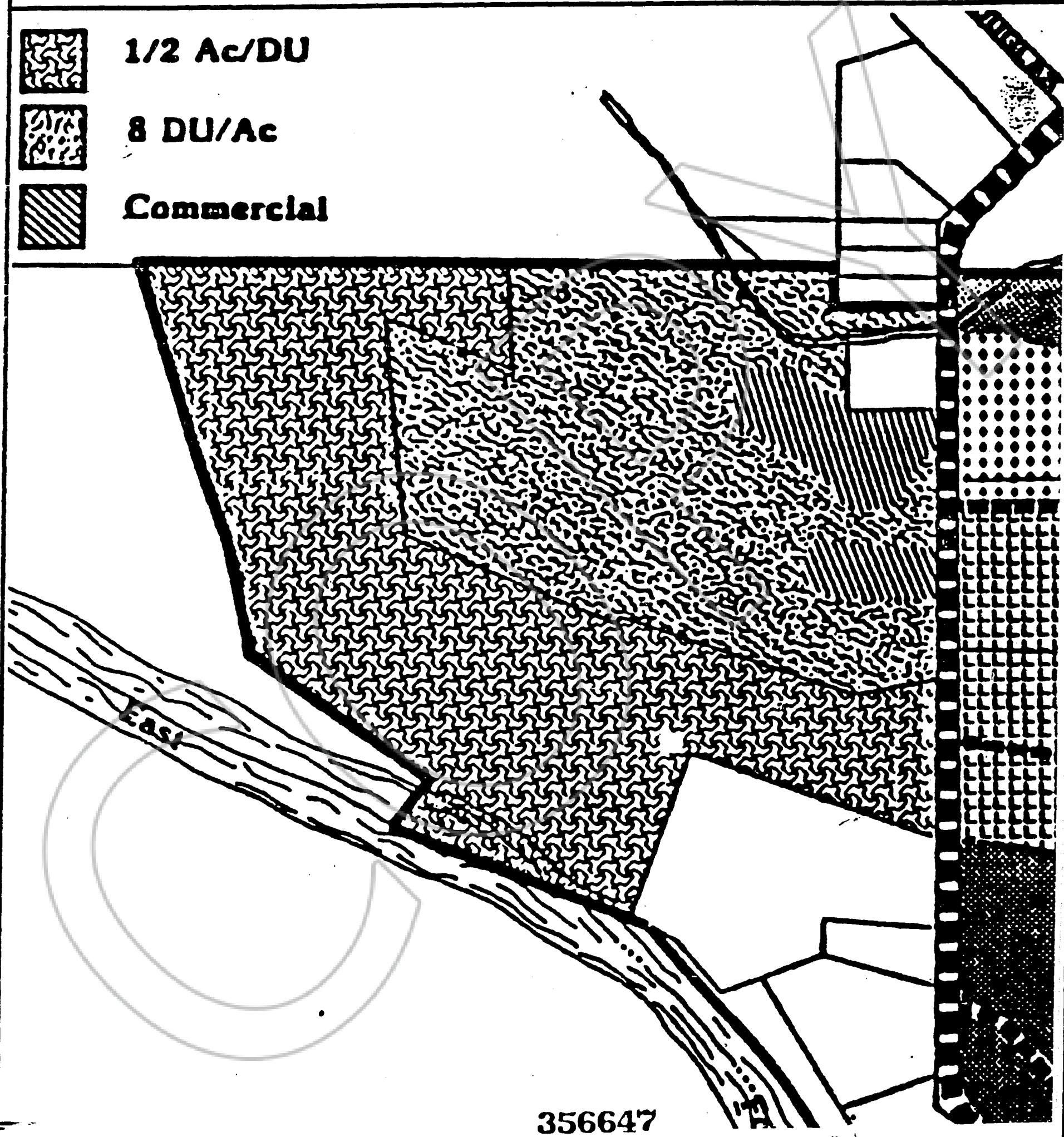
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8 DU/Ac

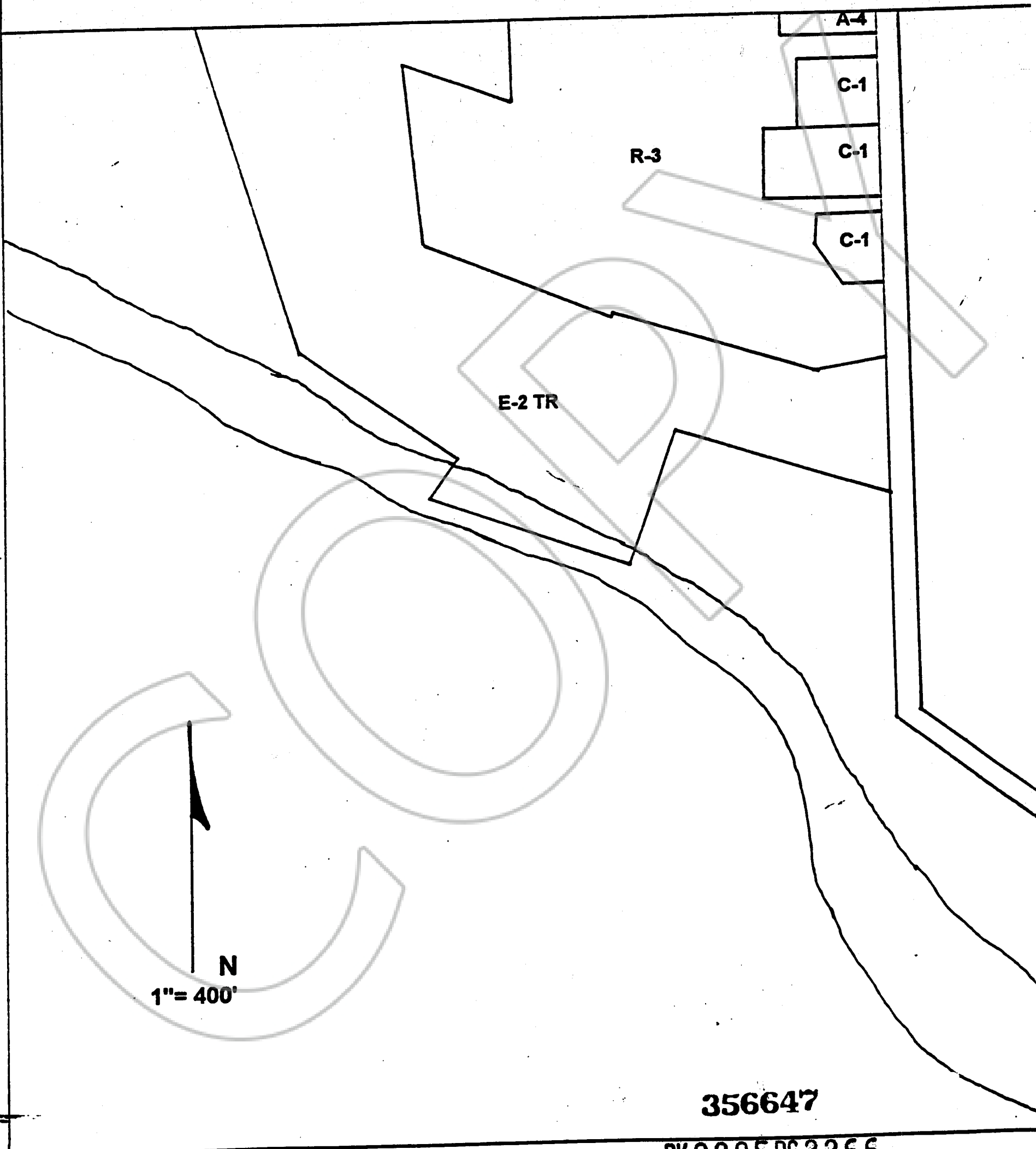


Commercial



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Exhibit F Existing Zoning for Aspen Park



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Exhibit G

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 the 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, (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 cost 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 cost 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 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

Exhibit H

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

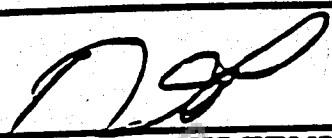
Nays: Commissioners _____

Robert Pruett

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Absent: Commissioners Barbara Smallwood


DAVID G. PUMPHREY, CHAIRMAN

ATTEST:

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

COPY

Exhibit I

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 0295 PG 3271

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.

NÓW, 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

88:89 SS 11/11 cc

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COPY

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

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.

'95 FEB 22 P3:38

DATE: February 22, 1995
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

LINDA SLATER
RECORDER

By C. W. Mullock Deputy

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SEAL

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