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BARBARA REED
CLERK
BY [Signature] DEPUTY

ORDINANCE NO. 96-753
ADOPTED 8-1-96

SOUTHRIDGE

**PUBLIC FACILITIES AND SUBDIVISION
IMPROVEMENT AGREEMENT AND
DEVELOPMENT AGREEMENT**

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COOPER

**PUBLIC FACILITIES AND SUBDIVISION
IMPROVEMENT AGREEMENT AND
DEVELOPMENT AGREEMENT**

On August 1, 1996, Douglas County, a political subdivision of the State of Nevada ("COUNTY"), and Walker River Enterprises, a Nevada corporation ("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 Southridge ("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 Agricultural, Trailer Overlay with a master plan designation of Low Density Residential Two Acres per Dwelling Unit.

1.4 On July 20, 1995, the OWNER obtained from the COUNTY conditional approval for a special use permit for a planned unit development and a tentative subdivision map for 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 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 special use permit for a planned unit development and the tentative subdivision map described in Exhibits B and C.

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 description of the master plan designations recognized by the COUNTY for the PROJECT property as described in Exhibit E.

2.5 "OWNER" means Walker River Enterprises, a Nevada corporation, 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 water systems facilities together with all lines, mains, tanks, and easements; traffic control devices, streets, drainage facilities, drainage, flood and erosion easements; fire suppression equipment; all off-site roads, public easements, and rights-of-way.

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 streets, drainage improvements, and any traffic control 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 PROJECT is a single family residential planned unit development. As of the date of approval, July 20, 1995, the PROJECT had a master plan designation of Low Density Residential Two Acre per Dwelling Unit and was located in an A-2 TR, Two Acre Agriculture, Trailer Overlay, zoning district. The PROJECT is approved for all uses permitted under the A-2 TR zoning district, as it was constituted at the time of approval of the tentative map, which may include all uses accessory to and incidental to the A-2 TR zoning district, and the uses are not limited by the approval. The PROJECT site contains approximately 82.39 acres. Forty (40) single family lots were tentatively approved, ranging in size from one (1.00) acre to 1.45 acres, with an average lot size of 1.06 acres. Approximately 36.5 acres are to be open space or common owned land. A complete description of the entire PROJECT is set out in the approved tentative subdivision map.

3.2 Phasing: The OWNER intends to record a single final subdivision map and does not anticipate phasing the project. The OWNER intends to complete the subdivision improvements and other improvements prior to recordation of the final map. In the event phasing of the subdivision or subdivision improvements or other improvements is determined to be necessary or desirable by the OWNER, the OWNER shall request an amendment of this agreement and the COUNTY shall consider, but is not compelled to approve, a phasing plan which includes a

complete description of any affected subdivision improvements, a complete description of any affected public facility improvements and a complete description of any affected public utility improvements to be completed prior to each final map.

4. OWNER'S OBLIGATIONS

4.1 Subdivision Improvements: The subdivision improvements are set out in this agreement's exhibits B and C. Exhibits B and C are incorporated into this development agreement. All improvements are contemplated to be installed in a single phase.

4.2 Public Facilities: The public facilities dedications are set out in this agreement's exhibits B and C.

4.3 Public Utilities: The public utility improvements are set out in this agreement's exhibits B and C.

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, and fire fees prior to the application for any final map, 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. The fairshare school mitigation fees applicable to each individual lot are due and payable at the time of issuance of the building permit for each individual lot.

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 unless secured pursuant to section 4.6 of this agreement. Commencement and completion must conform to the requirements set out in the applicable Nevada Revised Statutes and Douglas County Code. The PROJECT shall be completed within two years from the execution of this agreement.

4.5.1 Subdivision Improvements: All subdivision improvements must be completed prior to recordation of the final map unless secured pursuant to section 4.6 of this agreement, or unless an amendment of this agreement is adopted providing for a phasing plan for some or all of the subdivision improvements.

4.5.2 Public Facilities: All public facility improvements must be completed prior to recordation of the final map unless secured pursuant to section 4.6 of this agreement, or unless an amendment of this agreement is adopted providing for a phasing plan for some or all of the subdivision improvements.

4.5.3 Public Utilities: All public utility improvements must be completed prior to recordation of the final map unless secured pursuant to section 4.6 of this agreement, or unless an amendment of this agreement is adopted providing for a phasing plan for some or all of the subdivision improvements.

4.6 Security: Before the final map is recorded for the project and pursuant to Douglas County Code 16.32.020 to

secure the OWNER's performance of the obligations in this agreement, the OWNER shall provide financial security in the amount of 150% of an approved engineer's cost estimate to insure completion of the requirements set out in Douglas County Code 16.32.020(A)(1). The applicant shall submit a revised engineer's estimate by 12:00 a.m., fifteen days prior to the planning commission hearing and the submittal of security by 12:00 a.m., eight days prior to the planning commission hearing. The financial security shall be in one of the following forms:

4.6.1 Cash to be held by the Douglas County Treasurer. If the Treasurer, in his or her sole discretion, places the cash in an interest bearing account, interest earned, less the Treasurer's reasonable administrative costs, will be paid over to the OWNER under section 4.7.

4.6.2 An irrevocable letter of credit must be issued by a federally insured bank or lending institution located in Nevada, must name the COUNTY as the exclusive beneficiary, must be payable at sight to the COUNTY, must be in effect throughout the entire period of this agreement, and must be in effect for a period of at least ninety days after the expiration of all warranties under this agreement.

4.6.3 An irrevocable certificate of deposit which must be issued by a federally insured bank or lending institution located in Nevada, must name the COUNTY as the exclusive beneficiary, must be in an amount of one hundred and fifty percent of the engineer's cost estimate for the completion of all

subdivision improvements, public facilities, and public utilities, and must be for a period of ninety days after the expiration of all warranties under this agreement.

4.7 Reduction of Security: As the OWNER completes the subdivision improvements, public facilities, and public utilities that are secured under section 4.6 and the COUNTY accepts them as complete in accordance with section 6.1, the amount which the COUNTY is entitled to draw on the financial security will be reduced within a reasonable time, by an amount equal to 90 percent of the estimated cost of the completed improvement, facility or utility as approved by the County Engineer. At the request of the OWNER, the COUNTY will within a reasonable period, execute a certificate verifying satisfactory completion of the improvement, facility or utility and waiving its right to draw on the financial security to the extent of this amount. If the OWNER is in default under this agreement, the OWNER will have no right to a certificate or reduction in the COUNTY's right to draw on the financial security. Upon satisfactory completion and acceptance of all improvements, facilities, and utilities and the COUNTY's acceptance of them, the balance of the financial security will not be available to the COUNTY until 90 days after expiration of all warranties under this agreement.

4.8 COUNTY action incorporated into this agreement

The requirements set out by the board of commissioner's action approving the PROJECT and the requirements

set out by the public work's letter of approval are incorporated into this agreement.

4.9 Douglas County Code

The OWNER shall comply with all ordinances and fees adopted by the COUNTY now and in the future. The PROJECT shall comply with all applicable county ordinances, and conform to Titles 16 and 17 of the Douglas County Code.

4.10 Drainage Facilities Maintenance

The OWNER agrees to maintain the drainage facilities within the PROJECT's boundaries for the length of time the OWNER retains custody or control over the drainage facilities. The OWNER further agrees to establish ongoing maintenance responsibilities with the homeowners association created for the PROJECT through the PROJECT's covenants, conditions and restrictions. The homeowners association shall be recorded concurrently with the final map and in accordance with tentative map condition #7(D) as found in the conditions of approval to the satisfaction of the community development department.

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 the tentative map approval. A copy of that master plan overlay identified in the staff report is attached as Exhibit E.

5.2 Zoning: The OWNER has a vested development right to the zoning on the entire PROJECT under the conditions of

approval operative on the effective date of the tentative map approval.

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 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 and the COUNTY agree that a list of the land use fees or obligations is attached as Exhibit D. The OWNER agrees it shall not seek a refund of any land use fee or judicially contest an obligation paid pursuant to this agreement, however, this agreement shall not create an affirmative obligation to pay any fees which have been found to be illegal by the courts.

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 as complete 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. Upon notice from the COUNTY that a

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subdivision improvement, public facility or public utility has not been maintained or is in need of repair or modification during the warranty period, the OWNER shall expeditiously maintain, repair or modify the improvement, facility or utility.

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 designee 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 review, the planning manager or his designee must notice the OWNER in writing of the results of the review. Within 30 days of mailing this written notice to the OWNER, the chief planning official 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 two years from the effective date of this agreement for the OWNER to present a final map prepared in accordance with the tentative map for the

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entire area for which a tentative map has been approved, or for the first of a series of final maps. 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 for good cause an extension of the filing of any subdivision map. 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.

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 two (2) years from the effective date of this agreement, until one year after the acceptance of the subdivision improvements by the county, or until all fees have been paid, whichever is later.

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.

13. EVENTS OF DEFAULT

In the event of alleged default or breach of any terms or conditions of this agreement, the party alleging the default

or breach shall give the other party not less than 30 days notice in writing, specifying the nature of the alleged default and the manner in which the default may be satisfactorily cured.

After notice and expiration of the 30 days period, the non-defaulting party to this agreement, at its option may determine the default has been cured, institute legal proceeding pursuant to this agreement or give notice of intent to terminate. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the board of commissioners.

Following consideration of the facts and evidence presented in the review before the COUNTY, either party alleging the default by the other party may give written notice of termination of this development agreement to the other party.

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.

13.7 An action taken by the COUNTY which is not related to health, safety or welfare and which directly and substantially affects the OWNER's ability to fully perform.

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 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. Accordingly, the COUNTY may sue the OWNER for the installation of those facilities that are necessary to the health, safety or welfare of any constructed or partially constructed portion or portions of the PROJECT 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:

COUNTY:

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

OWNER:

Walker River Enterprises, Inc.
2910 Penrod Lane
Gardnerville, Nevada 89410

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 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. SEVERABILITY

It is declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this ordinance or the development agreement are severable, and if any

phrase, clause, sentence, paragraph or section of this ordinance is declared unconstitutional or invalid by the valid and final judgement or decree of a court of competent jurisdiction, such unconsitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and section of this ordinance or development agreement.

20. EFFECTIVE DATE

The agreement is effective on the effective date of the ordinance.

21. LAW AND FORUM

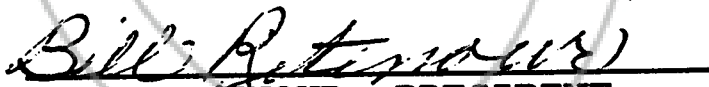
The laws of Nevada shall govern the interpretation and enforcement of this development agreement. OWNER and COUNTY agree that the Ninth Judicial District Court of the State of Nevada will be the forum of any litigation arising as a result of this agreement.

AS TO FORM:



SCOTT W. DOYLE
DISTRICT ATTORNEY

AS TO CONTENT:



BILL RITENOUR, PRESIDENT
WALKER RIVER ENTERPRISES, INC.
OWNER

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JRM

JOSEPH R. NUNES
COMMUNITY DEVELOPMENT DIRECTOR

Robert L. Allgeier

ROBERT L. ALLGEIER
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

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COPY

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EXHIBITS

- A. Property Description and OWNER'S interest -- 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. Land use fees or obligations.
- E. Master plan overlay as identified in staff report.
- 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.

EXHIBIT A

COPY

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WHEN RECORDED MAIL 78
WALKER RIVER ENTERPRISES

2910 PENROD HANE
BARONEVILLE, NV 89410

INDIVIDUAL GRANT DEED

Car No.
El. No. B54129JC
R.P.T.T. \$214.50
Based on full value
Based on full value
less liens

THIS INDENTURE WITNESSETH:

That for a valuable consideration, receipt of which is hereby acknowledged, ROBERT NOTTKE, a married man, as his sole and separate property

(GRANTOR),
does hereby grant, bargain, sell, and convey to
WALKER RIVER ENTERPRISES, a Nevada corporation

(GRANTEE),
all that real property in the County of DOUGLAS, State of Nevada,
being Assessor's Parcel Number 37-520-01, specifically described as:
All that portion of the South 1/2 of Section 17, Township 10 North, Range
22 East, M.D.B.&M., lying North of Nevada State Route 208 (Formerly Route
3).

EXCEPTING THEREFROM, any portion thereof lying within the North West
Quarter of the Southwest Quarter of Section 17.

Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, and any
reversions, remainders, rents, issues or profits thereof.

Dated February 17, 1993

Robert Nottke
ROBERT NOTTKE

STATE OF NEVADA

County of Douglas)
On February 18, 1993) ss.
before me, a notary public,
personally appeared
ROBERT NOTTKE

JUDY A. ECELICH
Notary Public - State of Nevada
Appointment Recorded in Carson City
MY APPOINTMENT EXPIRES OCT. 3, 1995

personally known or proved to
me to be the person(s) whose
name(s) is subscribed to the
above instrument who ack-
nowledged that he executed
the instrument

MAIL TAX STATEMENT TO:
SAME AS ABOVE

Judy A. Ecelich
Notary Public

FOR RECORDER'S USE

SCARPELLO & ALLING
CARSON CITY OFFICE
BANK OF AMERICA CENTER
600 WILLIAM STREET, SUITE 301
CARSON CITY, NEVADA 89701-4502
TELEPHONE (702) 882-4577

LAKE TAHOE OFFICE
KINGSBURY SQUARE
P.O. BOX 3390
STATELINE, NEVADA 89449-3390
TELEPHONE (702) 588-6676

REQUESTED BY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

293/3005

'93 FEB 18 P12:34

SUZANNE DE AUDREAU
RECORDER

299899

deed

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EXHIBIT B

COPY

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RECESS AS COUNTY COMMISSIONERS
CONVENE AS BOARD OF ADJUSTMENTS

Discussion and possible action on request by Bill Ritenour for Tentative Subdivision Map 2001 and Special Use Permit 95-12 for a Planned Unit Development for Southridge Subdivision to subdivide 82.39 acres into 40 single family lots, located 2,000 feet east of Holbrook Junction, north side of State Route 208, APN 37-520-01; T10N, R22E, Section 17

Bill Ritenour, applicant, was present.

Keith Ruben, Community Development, stated there were no changes to the staff report.

Vice-Chairman Smallwood asked how much of the property is over 15% in slope.

Rob Loveberg, representing the applicant, explained the elevation of the slope and all areas greater than a 15% slope are proposed for open space. Mr. Loveberg added the applicant is in agreement with staff and Planning Commission's recommended conditions.

Mrs. Smallwood referred to a portion of Title 16 and asked if the Commission chose to use discretion, as proposed in the cross slope of not less than 10%, what would the reduction in the lots be that were allowed on this piece of property. Mr. Ruben stated he did not have an answer right now, and added Chapter 16 typically deals with improvement standards, not densities.

Mrs. Smallwood added this was raised as an issue in the Valley Vista subdivision. Concern was expressed by Mrs. Smallwood in that the proposal of the lots might not allow the amount of density that is proposed. However, since the applicant is using the PUD Standards and not requesting an increase, this may not apply.

Mr. Loveberg stated the proposed improvements are the same that would be on any subdivision and they are not requesting any variance to the standard requirements of the county on the size of streets and those kinds of improvements. Mr. Loveberg does not feel that pertains to the lot sizes or the density under the A-2 zoning district or the Planned Unit Development (PUD) provisions they are requesting.

John Doughty, Community Development, feels this should be addressed within Title 17 as part of hillside and grading standards.

Commissioner Etchegoyhen asked if the applicant would be agreeable to hooking into the existing water system that is approximately 225 ft. away.

Mr. Loveberg stated the water system is not viable and it is a private water system regulated by the PSC. The applicant has rights available for the water system that the State Engineer will recognize.

Commissioner Pumphrey supported the application and recalled the Board had stated that any new roads built to county standards would be accepted for maintenance.

Dennis Little, Community Development, stated the roads will eventually be accepted for maintenance and staff is trying to get back to the truest application of those provision of laws that at the time the final map is recorded the roads would be secured financially or be in some state of development.

There was no public comment.

MOTION by Pumphrey/Miner to approve the Tentative Subdivision Map and Planned Unit Development for Southridge Subdivision with staff recommended conditions; with the additional clarification that upon completion of the roads to county standards that they will be accepted for maintenance in accordance with duly adopted county policy; removal of the roadways regarding homeowner's maintenance; and water system will be up and running prior to issuance of building permit:

Conditions:

1. Final map: The applicant will submit a final map as prescribed by law. The final map will include:

A. the dedication of seven and one-half foot (7.5') public utility easements along all road frontages and five foot (5.0') public utility easements along all side and rear lot lines.

B. easements for cluster mailboxes to the satisfaction of the U.S. Postal Service and Community Development.

C. a note establishing the following access restrictions, "No lot shall be allowed direct access to State Route 208. Lots 1 through 8, Block B shall be restricted to the use of Muledeer Court. Lots 2 through 9, Block A shall be restricted to the use of Southridge Court."

D. a graphic depiction of a slope easement prohibiting the development or alteration of any slope in excess of fifteen percent (15%).

E. per Douglas County Policy, the offer of dedication of the public roads will be rejected with the reservation to accept said offer at a later date.

F. the grant of all drainage easements as specified within the applicants hydrology report including a thirty foot minimum width easement to encompass the limits of the fifty-year flood plain along the main drainage channel as located over the westerly portion of this property.

G. the grant of easements (20' minimum) for municipal waterline, including placement of waterlines within the limits of the public roadways.

H. the grant of easements (20' minimum) for sewerlines, including placement of sewerlines within the limits of the public roadways.

I. corrected street names to the satisfaction of Community Development.

2. Water system: In conformance with the requirements of the DCPW "Minimum Required Facilities" the applicant will provide and construct a public water system as specified in the Southridge Subdivision Will Serve letter dated June 16, 1995. Said system will meet all fire flows as specified by the East Fork Fire Protection District's memorandum dated June 20, 1995 and the Uniform Fire Code.

3. Sewerline easements: Prior to filing a final map application the applicant will prepare a sewer easement plan approved by the County Engineer. The plan will align and complement the sewerline easements granted within the Pleasant Meadows Subdivision.

4. Physical road improvements: The applicant will construct the following physical improvements:

A. Pave Southridge Court and Wheeler Court (50' ROW) a minimum of twenty-four feet in width including all shoulders and related roadside drainage, and culverts.

B. Pave Granite Way, Haylee Drive and Clint Drive (60' ROW) a minimum of twenty-eight feet in width including all shoulders and related roadside drainage, and culverts.

C. Pave Granite Way east from the project boundary to it's intersection with Pearl Street.

D. All cul-de-sacs shall have a minimum paved diameter of one-hundred feet. Additional easements must be provided for associated roadside shoulders and drainage.

E. Paved pullouts will be provided to each cluster box location.

F. Standard county regulation street signs shall be placed at all roadway intersections created by this development.

G. All public utilities will be installed underground.

5. Improvement plans: The final map application will include improvement plans approved by the County Engineer. The plans will:

A. conform to the applicable provisions of Douglas County Code, the Nevada Revised Statutes, and the Douglas County Standard Details and Specification for Public Works Construction.

B. contain provisions for dust control, erosion control, and re-vegetation measures necessary to mitigate blowing dust and soil erosion problems associated with the development.

C. include a copy of NDOT's approval and recommended geometric layout for the connection of Clint Drive and Haylee Drive to State Route 208.

D. include an Engineer's Estimate for the total value of proposed work. The applicant may submit one revised Engineer's Estimate (reflecting the remaining portion of work needed to be performed) as of thirteen days prior to the date of Final Map approval. All financial security based on 150% of the revised estimate must be paid by 4:00 p.m. of the day prior to the approval of the Final Map.

6. Traffic safety: The applicant will petition Douglas County for the placement of one-way Stop Signs on Haylee Drive and Clint Drive with their respective intersection with State Route 208.

7. Drainage & grading: The final map application will include a grading and drainage plan approved by the County Engineer. The plan will:

A. include the drainage mitigation measures as specified in the applicants hydrology report of April 1995 entitled

"Amended Hydrology Study of Southridge Subdivision" as on file with the Department of Community Development.

B. provide a grading plan for each home site which will prohibit cross lot drainage from the residential improvements constructed on-site (UBC Appendix Chapter 70).

C. a driveway plan detailing the size and type of each driveway connection to each lot as it pertains to drainage conveyance.

D. include a maintenance provision (via a Home Owners Association or other binding agency as approved by Douglas County) for the maintenance and repair of the common area and all on-site drainage features. The indenture will include, that upon due notice, Douglas County has the right of entry to effect said maintenance and repairs including the right to lien the homeowners for the cost of said maintenance and repairs.

E. include a recorded copy of a waiver of protest for the formation of a drainage/flood control assessment district over this property.

8. Trash abatement: Prior to filing a final map application, the applicant will remove all trash and accumulated refuse that has collected in the existing on-site borrow pit and immediate vicinity.

9. Abandonment: Prior to filing a final map application, the applicant will file a Petition of Abandonment for the un-utilized portion of Granite Way as contained within the limits of this development.

10. Ordinance: The project shall comply with all ordinances and fees adopted by Douglas County, applied on a uniform basis to all similar development projects in Douglas County.

11. Fire fees: The applicant shall pay the \$400 per lot fire fee for each new lot created with the recording of the subdivision map.

12. State approvals: 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.

13. Development agreement: The applicant will enter into a Development Agreement with Douglas County. This agreement must include provisions for the implementation of the policy

adopted by Douglas County regarding mitigation measures pertaining to the Douglas County School District and ongoing maintenance of drainage facilities. As part of this agreement, the applicant will be provided with an initial approval period of 2 years in which to file the final map. The development agreement must be introduced within six (6) months of the final approval of the tentative subdivision map.

14. Open space preservation: The applicant shall provide information on the proposed use and improvements, if any, to the open space to the approval of Douglas County. This information is required to include adequate legal controls to insure perpetual preservation and maintenance, to the approval of Community Development and the District Attorney. The County shall be a third party to all such controls per D.C.C. 17.16.120(D).

MOTION carried unanimously.

ADJOURN AS BOARD OF ADJUSTMENTS
RECONVENE AS COUNTY COMMISSIONERS

**DISCUSSION AND POSSIBLE ACTION REGARDING PURCHASE OF SLASH
BAR H PROPERTY BY DOUGLAS COUNTY**

Don Logsdon, Executive Director of Business Council of Douglas County, read his handout into the record **** SEE ATTACHED EXHIBIT B ****

Commissioner Pumphrey suggested holding a Press Conference in early August to allow the Board to explain what led up to the decision reached by the Board to enter into an agreement to purchase the Slash Bar H Ranch.

Commissioner Etchegoyhen stated the decision was made for the future because without water there would be no future for Douglas County.

Commissioner Miner expressed concern with pulling funds out of interest earning accounts and the impact it would have on the county's already slim budget.

Commissioner Pumphrey stated Commissioner Etchegoyhen has been approached by someone interested in leasing the ranch in the amount of \$400,000 a year. Other possibilities include keeping the entire ranch and all the water and sell a limited amount of the ranch to pay off some of the obligations. The goal is to end up with all the various right-of-ways, the Home Ranch, the sewer effluent disposal, and buffer zones around the Airport at a zero net cost to the county. Mr. Pumphrey feels it is viable to do this and at the same time restrict

EXHIBIT C

COPY

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DOUGLAS COUNTY Public Works Department

BOB NUNES
Director of Public Works

Planning Division
Engineering Division
Building Division
Regional Transportation
Facilities Operations
Water Utility
Road Maintenance
Vehicle Maintenance
Code Enforcement

August 11, 1995

Reference: KER L95-67

Bill Ritenour
Walker River Enterprises
2910 Penrod Lane
Gardnerville, Nevada 89410

MAIL DELIVERED

Re: Board of Commissioners approval of the Tentative Subdivision Map and Planned Unit Development 2001.

Dear Mr. Ritenour:

On July 20, 1995 the Douglas County Board of Commissioners approved your request for a tentative subdivision map and planned unit development (TSM 2001 and SUP 95-12). This approval is subject to the following conditions:

1. FINAL MAP: The applicant will submit a final map as prescribed by law. The final map will include:
 - A. the dedication of seven and one-half foot (7.5') public utility easements along all road frontages and five foot (5.0') public utility easements along all side and rear lot lines.
 - B. easements for cluster mailboxes to the satisfaction of the U.S. Postal Service and Community Development.
 - C. a note establishing the following access restrictions, "No lot shall be allowed direct access to State Route 208. Lots 1 through 8, Block B shall be restricted to the use of Muledeer Court. Lots 2 through 9, Block A shall be restricted to the use of Southridge Court."

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BY
BARBARA REED
CLERK
DEPUTY
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NO

D. a graphic depiction of a slope easement prohibiting the development or alteration of any slope in excess of fifteen percent (15%).

E. Per Douglas County Policy, the offer of dedication of the public roads will be rejected with the reservation to accept said offer at a later date.

F. the grant of all drainage easements as specified within the applicants hydrology report including a thirty foot minimum width easement to encompass the limits of the fifty-year flood plain along the main drainage channel as located over the westerly portion of this property.

G. the grant of easements (20' minimum) for municipal waterline, including placement of waterlines within the limits of the public roadways.

H) the grant of easements (20' minimum) for sewerlines, including placement of sewerlines within the limits of the public roadways.

I) corrected street names to the satisfaction of Community Development.

2. **WATER SYSTEM:** In conformance with the requirements of the DCPW "Minimum Required Facilities" the applicant will provide and construct a public water system as specified in the Southridge Subdivision Will Serve letter dated June 16, 1995, copy attached as Exhibit "D". Said system will meet all fire flows as specified by the East Fork Fire Protection District's memorandum herein attached as Exhibit "E" and the Uniform Fire Code.

3. **SEWERLINE EASEMENTS:** Prior to filing a final map application the applicant will prepare a sewer easement plan approved by the County Engineer. The plan will align and complement the sewerline easements granted within the Pleasant Meadows Subdivision.

4. **PHYSICAL ROAD IMPROVEMENTS:** The applicant will construct the following physical improvements:

A. Pave Southridge Court and Wheeler Court (50' ROW) a minimum of twenty-four feet in width including all shoulders and related roadside drainage, and culverts.

B. Pave Granite Way, Haylee Drive and Clint Drive (60' ROW) a minimum of twenty-eight feet in width including all shoulders and related roadside drainage, and culverts.

C. Pave Granite Way east from the project boundary to it's intersection with Pearl Street.

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D. All cul-de-sacs shall have a minimum paved diameter of one-hundred feet. Additional easements must be provided for associated roadside shoulders and drainage.

E. Paved pullouts will be provide to each cluster box location.

F. Standard county regulation street signs shall be placed at all roadway intersections created by this development.

G. All public utilities will be installed underground.

5. **IMPROVEMENT PLANS:** The final map application will include improvement plans approved by the County Engineer. The plans will:

A. conform to the applicable provisions of Douglas County Code, the Nevada Revised Statues, and the Douglas County Standard Details and Specification for Public Works Construction.

B. contain provisions for dust control, erosion control, and re-vegetation measures necessary to mitigate blowing dust and soil erosion problems associated with the development.

C. include a copy of NDOT's approval and recommended geometric layout for the connection of Clint Drive and Haylee Drive to State Route 208.

D. include an Engineer's Estimate for the total value of proposed work. The applicant may submit one revised Engineer's Estimate (reflecting the remaining portion of work needed to be performed) as of thirteen days prior to the date of Final Map approval. All financial security based on 150% of the revised estimate must be paid by 4:00 p.m. of the day prior to the approval of the Final Map.

6. **TRAFFIC SAFETY:** The applicant will petition Douglas County for the placement of one-way Stop Signs on Haylee Drive and Clint Drive with their respective intersection with State Route 208.

7. **DRAINAGE & GRADING:** The final map application will include a grading and drainage plan approved by the County Engineer. The plan will:

A. include the drainage mitigation measures as specified in the applicants hydrology report of April 1995 entitled "Amended Hydrology Study of Southridge Subdivision" as on file with the Department of Community Development.

B. provide a grading plan for each home site which will prohibit cross lot drainage from the residential improvements constructed on-site (UBC

Appendix Chapter 70).

C. a driveway plan detailing the size and type of each driveway connection to each lot as it pertains to drainage conveyance.

D. include a maintenance provision (via a Home Owners Association or other binding agency as approved by Douglas County) for the maintenance and repair of the common area and all on-site drainage features. The indenture will include, that upon due notice, Douglas County has the right of entry to effect said maintenance and repairs including the right to lien the homeowners for the cost of said maintenance and repairs.

E. include a recorded copy of a waiver of protest for the formation of a drainage/flood control assessment district over this property.

8. TRASH ABATEMENT: Prior to filing a final map application, the applicant will remove all trash and accumulated refuse that has collected in the existing on-site borrow pit and immediate vicinity.

9. ABANDONMENT: Prior to filing a final map application, the applicant will file a Petition of Abandonment for the un-utilized portion of Granite Way as contained within the limits of this development.

8. ORDINANCE: The project shall comply with all ordinances and fees adopted by Douglas County, applied on a uniform basis to all similar development projects in Douglas County.

9. FIRE FEES: The applicant shall pay the \$400 per lot fire fee for each new lot created with the recording of the subdivision map.

10. STATE APPROVALS: 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. DEVELOPMENT AGREEMENT: The applicant will enter into a Development Agreement with Douglas County. This agreement must include provisions for the implementation of the policy adopted by Douglas County regarding mitigation measures pertaining to the Douglas County School District and ongoing maintenance of drainage facilities. As part of this agreement, the applicant will be provided with an initial approval period of 2 years in which to file the final map. The development agreement must be introduced within six (6) months of the final approval of the tentative subdivision map.

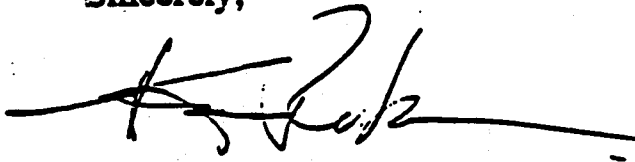
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12. OPEN SPACE PRESERVATION: The applicant shall provide information on the proposed use and improvements, if any, to the open space to the approval of Douglas County. This information is required to include adequate legal controls to insure perpetual preservation and maintenance, to the approval of Community Development and the District Attorney. The County shall be a third party to all such controls per D.C.C. 17.16.120 (D).

Should you have any further questions, please do not hesitate to call me.

Sincerely,



Keith Ruben, AICP
Senior Planner

cc: Owens Engineering

COOPY

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EXHIBIT D

COPY

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EXHIBIT D

SOUTHRIDGE

LAND USE FEES OR OBLIGATIONS

| | TOTAL |
|---|--------------|
| Fire Fees @ \$400/Residential Lot | \$16,000 |
| Fair Share School Fee @ \$2,400/Residential Lot | \$96,000 |

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EXHIBIT E

COPY

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**DOUGLAS COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

HEARING DATE : July 20, 1995
REPORT PREPARED BY : Keith Ruben

CASE NO.: TSM 2001 and SUP 95-12: (Southridge Tentative Subdivision Map and Planned Unit Development Request).

REQUEST: To subdivide 82.39 acres into 40 single family lots. the smallest being 1.00 net acre in size.

LOCATION: 2.000 feet east of Holbrook Junction. north side of State Route 208.
APN # 37-520-01: T10N.. R22E.. Section 17

OWNER: Bill Ritenour
2910 Penrod Lane
Gardnerville. Nevada 89410

APPLICANT: Bill Ritenour
2910 Penrod Lane
Gardnerville, Nevada 89410

TERRAIN Topography varies between a 3% and 30% gradient.
Degraded grassland and natural vegetation covers the site.

EXISTING USE: The site is vacant.

PROPOSED USE: 40 residential parcels. the smallest being one net acre in size.

EXISTING ZONING DESIGNATION: The site is zoned A-2 TR (Two Acre Agriculture, Trailer Overlay).

EXISTING MASTER PLAN DESIGNATION: Low Density Residential Two Acre Per Dwelling Unit.

SURROUNDING ZONING AND EXISTING LAND USES

| | | |
|---------------|--------|--------------------------|
| NORTH: | A-4 | Vacant. |
| SOUTH: | ME | Propane Storage, Vacant. |
| EAST: | A-2 TR | Topaz Ranch Estates. |
| WEST: | C-3 | Vacant |

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EXHIBIT F

COPY

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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

EXHIBIT G

COPY

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SUMMARY

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

TITLE

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

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

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

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

PROPOSED on June 3, 1993.

PROPOSED by Michael Fischer

PASSED on July 1, 1993.

VOTE: Ayes: Commissioners _____

Michael Fischer

Bob Allgeier

David Pumphrey

Nays: Commissioners Robert Pruett

Absent: Commissioners Barbara Smallwood

DG

DAVID G. PUMPHREY, CHAIRMAN

ATTEST:

Barbara Reed

BARBARA J. REED, CLERK
By: Lynch, deputy

COPY

EXHIBIT H

COPY

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**DOUGLAS COUNTY SCHOOL DISTRICT
Board of Trustees**

and

**COUNTY OF DOUGLAS
Board of County Commissioners**

JOINT RESOLUTION

93-46

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS a majority of both Boards specifically find that:

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

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

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

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

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

DOUGLAS COUNTY SCHOOL DISTRICT

DOUGLAS COUNTY

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

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

Adopted September 2, 1993, by the following vote:

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

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COPIES

REQUESTED BY
DOUGLAS COUNTY

RE 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.

'96 AUG -7 P4:24

DATE: August 7, 1996
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 Carol Mulloch Deputy

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