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Lyn La Teglia

FILED
2000.107

DOUGLAS COUNTY

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IMPROVEMENT AGREEMENT

***** SUBDIVISION/PARCEL MAP REFERENCE DATA *****

BARBARA BLEED
CLERK
BY *[Signature]* DEPUTY

FINAL MAP NO. LDA 99-082 ("Final Map" herein)

TENTATIVE PARCEL MAP/SUBDIVISION NO. (If Applicable) LDA 99-082 ("Project" herein)

DEVELOPER:

HEAD HUNTER
(Name of Person or Business Entity)

861 MAHOGANY DR.
(Street Address)

MINDEN NV 89423
(City) (State) (Zip)

PLANNING COMMISSION APPROVAL DATE (If Applicable) N/A

BOARD OF COMMISSIONERS APPROVAL DATE (If Applicable) N/A

ADMINISTRATIVE HEARING PANEL APPROVAL DATE (If Applicable) 12/1/99

SITE IMPROVEMENT PERMIT NO. N/A ("Improvement Plans" herein)

ESTIMATED COSTS: IMPROVEMENTS: \$ 4,000

FORM OF IMPROVEMENT SECURITY: Cash
 Certificate of Deposit
 Letter of Credit

NAME AND ADDRESS OF ISSUER OF LETTER OF CREDIT

N/A
HEAD HUNTER
(Name of Person or Business Entity)
861 MAHOGANY
(Street Address)
MINDEN NV 89423
(City) (State) (Zip)

EFFECTIVE DATE OF AGREEMENT:

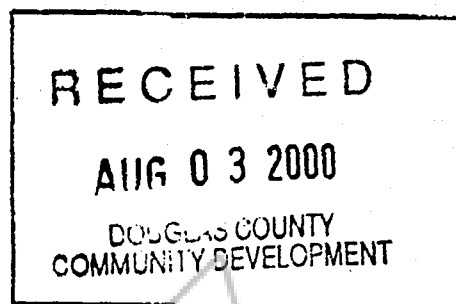
Recording Date of Final Map
(To Be Inserted by County)

0497356

BK0800PG1546



Douglas County Community Development
Engineering & Utility Division
1594 Esmeralda Avenue, Room 202
P.O. Box 218, Minden, Nevada 89423
Office: 775-782-6235
FAX: 775-782-9007



SECURITY DEPOSIT

This application is used to submit financial security for any Community Development Project or Permit as required by Chapters 15,16,17 or 20 of Douglas County Code. As applicant you must complete this form and provide all of the required items as listed on Page 2. To obtain a release of security you must file a "Security Release/Reduction Form."

PROJECT DESCRIPTION: (Please Print)

Name of Project: MILLER
Douglas County Project or Permit #: LDA 99-082 APN(s): 23-090-210

FINANCIAL SECURITY:

Amount of Security (must match 150% of the approved estimate): \$ 4,000
Type of Security: CASH
Security provided by: Company Name: HEAD HUNTER
Contact Agent: JON MILLER / MIKE GILBERT
Mailing Address: 861 MAHOGANY
Daytime Phone: (775) 240-1071 Fax: _____

PROJECT REPRESENTATIVE: These will be the only parties recognized by the county to apply for reduction or release of the security.

Property Owner: Name: BETTY J. & JOSEPH K. MILLER
Mailing Address: 109 PINEWOOD COURT, COVATI, CA 94931
Daytime Phone: (707) 795-8687 Fax: _____
Signature: X Betty Jean Miller
Printed Name: _____

Applicant / Agent: Name: JON MILLER
Mailing Address: 1740 SUNRISE PASS RD. MINDEN, NV 89423
Daytime Phone: (775) 240-1071 Fax: _____
Signature: Jon E. Miller
Printed Name: Jon E Miller.

SECURITY AND IMPROVEMENT AGREEMENT

THIS SECURITY AND IMPROVEMENT AGREEMENT ("Agreement" herein) is made and entered into by and between the County, a municipal corporation ("County" herein), and the Developer whose name and address is set forth above in the Subdivision/Parcel Map Reference Data.

RECITALS

A. Developer anticipates or has filed with the County a Final Map, identified above in the Subdivision/Parcel Map Reference Data, of a proposed subdivision, phase of a subdivision, or parcel map pursuant to the Nevada Revised Statutes and Title 20 (the Douglas County Consolidated Development Code).

B. A tentative map has previously been approved, subject to the Nevada Revised Statutes and Douglas County Code, with standard requirements and conditions of approval, which is on file in the Office of the County Clerk and the Community Development Department.

C. Douglas County Code establishes, as a condition precedent to the approval of a Final Map, that the Developer comply with the conditions of approval and either, (i) complete, in compliance with County standards, all of the improvements and land division work required by Nevada Revised Statutes, Douglas County Code, and the conditions of approval; or (ii) enter into a secured agreement with the County to complete the improvements and land division work within a period of time specified by the Douglas County Code.

D. In consideration of approval of the Final Map for the proposed Project by the County prior to completion of improvements, Developer desires to enter into this Agreement whereby Developer promises to contribute to road improvements to Sunrise Pass Road by Douglas County. The contribution is agreed to be \$4,000.00, and the funds will be used to construct scheduled improvements to Sunrise Pass Road in the County's discretion. Developer has tendered these funds with his application for final parcel map approval.

NOW, THEREFORE, in consideration of the approval and recordation by the County of the Final Map, Developer and County agree as follows:

1. DEVELOPER'S OBLIGATION

Developer promises to contribute to road improvements to Sunrise Pass Road by Douglas County. The contribution is agreed to be \$4,000.00, and the funds will be used to construct scheduled improvements to Sunrise Pass Road in the County's discretion. Developer has tendered these funds with his application for final parcel map approval.

2. COUNTY'S OBLIGATION

Douglas County agrees to use the funds tendered pursuant to this agreement toward the scheduled improvements to Sunrise Pass Road.

3. OWNERSHIP OF IMPROVEMENTS

Ownership of all or any category of the Improvements constructed and installed by the Developer or County pursuant to this Agreement shall vest in the County (or other specified governmental agency) upon acceptance of Improvements by the Board of County Commissioners or other applicable agency or board.

4. RELATIONSHIP OF THE PARTIES

Neither Developer, nor any of the Developer's contractors, employees or agents, are or shall be deemed to be, agents of the County in connection with the performance of Developer's obligations under this Agreement.

5. NOTICES

All notices required or provided for in this agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the County: Douglas County Engineer
Community Development Department
P.O. Box 218
Minden, NV 89423

If to the Developer: To the address set forth above in the Subdivision/Parcel Map Reference Data, or to such other address as may subsequently be designated in written notice to the County.

Notice shall be effective on the date that it is delivered in person, or, if mailed, on the date of deposit in the United States mail.

6. ENTIRE AGREEMENT

This agreement constitutes the entire Agreement of the parties with respect to its subject matter. All modifications, amendments, or waiver of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the County, the duly authorized representative, unless otherwise specified herein, shall be the County Engineer.

7. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

8. INCORPORATION OF PARCEL MAP CONDITIONS OF APPROVAL

The Parcel Map conditions of approval are attached as exhibit A and incorporated by reference.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nevada.

10. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date of recordation of the Final Map.

11. TERM OF AGREEMENT

This agreement is effective upon signature of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the dates set forth below their respective signatures.

"DEVELOPER"

Betty Jean Miller
(Type or print exact name of person or business entity)

X By: Betty Jean Miller
(Signature of authorized officer)

Betty Jean Miller
(Type or print name of authorized officer)

OWNER
(Title of authorized officer)

Date: 8/2/00

"COUNTY"

DOUGLAS COUNTY COMMUNITY DEVELOPMENT

By: Paul Ruschman

Utility Engineering Manager
FOR Eric Teitelman, County Engineer

Date: _____

DOUGLAS COUNTY MANAGER

By: Daniel C. Holler

Dan Holler, Manager

Date: 8-2-00

COPY

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

2000 AUG -9 AM 11: 24

LINDA SLATER
RECORDER

\$ PAID 10 DEPUTY

CERTIFIED COPY

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

DATE: August 8, 2000
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

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