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DOC # 0639085  
03/15/2005 12:34 PM Deputy: KLJ  
OFFICIAL RECORD  
Requested By:  
D C/DISTRICT ATTORNEY

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 17 Fee: 0.00  
BK-0305 PG- 6260 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: MARCH 14, 2005

Recording Requested By:

✓

Name: TOM PERKINS/DA'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

DEVELOPMENT AGREEMENT #2005.047  
(Title of Document)

**DEVELOPMENT AGREEMENT**

This Development Agreement is made and entered into this 3RD day of FEBRUARY, 2005 by and between NEVADA NORTHWEST, LLC; SCOTSMAN DEVELOPMENT CORPORATION; H&S CONSTRUCTION, INC.; SIERRA NEVADA SW ENTERPRISES, LTD.; and VIRGINIA RANCH DEVELOPMENT CORPORATION (collectively referred to herein as "Landowners"), and DOUGLAS COUNTY, a political subdivision of the State of Nevada, (hereinafter referred to as "Douglas County");

**RECITALS**

1. Landowners are presently the owners of certain real properties located in Douglas County, Nevada, as more particularly set forth in Exhibit "A", which is attached hereto and incorporated herein by reference for descriptive purposes;
2. The properties owned by the Landowners are at varying stages of improvement or development. Separate parcels of real property are owned by Park Cattle Company, which is not a party to this Development Agreement, but will be a party to a Development Agreement with Douglas County to be signed concurrently herewith. Nevada Northwest and its development assign, Scotsman Development Corporation, have already received land use approvals from the County; H&S Construction has received approval for a Land Use Application that it submitted for a portion of its lands and intends to submit additional Land use Applications in order to develop an additional contiguous area; and Sierra Nevada SW, or Virginia Ranch Development Corporation or another developer assign, has submitted and received approval for the Virginia Ranch Specific Plan for its lands.
3. This agreement concerns the construction of a Regional Bypass Road from Virginia Ranch Road in south Gardnerville to the Muller Lane-Highway 395 intersection north of Minden, on the property of the Landowners, as more fully depicted on the attached drawing, "Muller Parkway, Final Right-of-Way Exhibit, Dated October 27, 2004" (herein "Muller Parkway Extension").
4. Nevada Northwest or its developer assign, Scotsman Development Corporation, have received land use approvals imposing responsibility for a proportional share of the Muller Parkway Extension; and
5. H&S Construction and Sierra Nevada SW or its developer assign, Virginia Ranch Development Corporation, have or will have applications that will require these entities as a condition of new land use approvals to participate in the construction and/or dedication of their proportionate share of the Muller Parkway Extension.

*Barbara Reed*  
BARBARA REED  
CLERK  
COUNTY

2005 MAR 14 AM 10:34

NO. 2005.047

FILED

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree as follows:

**1. BASIC TERMS**

**1.1 NEVADA NORTHWEST/SCOTSMAN:**

1.1.1. Nevada Northwest or Scotsman Development Corporation, or other developer assign, agree to dedicate to Douglas County an improved 80' section of Muller Lane Parkway as depicted on the attached drawing, "Nevada Northwest, LLC, Muller Parkway Right-of-Way, Offer of Dedication, dated October 26, 2004," as the "Nevada Northwest Section."

1.1.2. Nevada Northwest or Scotsman Development Corporation, or other developer assign, shall be entitled to all land use rights in accordance with the terms and conditions of the Nevada Northwest Specific Plan approved December 6, 2001, and the Planned Development Overlay approved November 7, 2002. In accordance with these approvals, any such land use shall comply with the applicable portions of the Douglas County Consolidated Development Code (Title 20) in effect at the time the Specific Plan was approved.

1.1.3. Douglas County agrees to reimburse Nevada Northwest or Scotsman Development Corporation or other developer assign the sum of \$500,000 in consideration for the following:

(1) Nevada Northwest or Scotsman Development Corporation's participation in the construction of a regional traffic signal. Douglas County will pay the sum of \$150,000, in cash or kind, with the value of any in-kind contribution to be its fair market value. This payment will be made 30 days after acceptance of the signal for maintenance.

(2) the requirement that Nevada Northwest or Scotsman Development Corporation construct additional width and additional storm capacity under Muller Parkway Extension. Douglas County shall pay the sum of \$100,000, in cash, within 30 days after dedication and acceptance of the associated right-way and drainage improvements.

(3) the requirement that Nevada Northwest or Scotsman Development Corporation obtain an additional twenty feet (20') of right-of-way for construction of Muller Parkway Extension in connection with the Nevada Northwest Specific Plan. Douglas County will pay the sum of \$250,000 within 30 days after dedication and acceptance of the associated right-of-way and drainage improvements.

## **1.2 H&S CONSTRUCTION:**

1.2.1 H&S Construction agrees to dedicate to Douglas County an improved 105' section of Muller Parkway Extension, which improvements are detailed in its approved Planned Development Overlay and Tentative Map dated February 5, 2004 (Stodick Estates South), and shown as the portion South of Toler Lane on the attached drawing, "Stodick Estates, Muller Parkway Right-of-Way Offer of Dedication, dated October 26, 2004."

1.2.2 H&S Construction shall be entitled to all land use rights in accordance with the terms and conditions of its Planned Development Overlay approved February 5, 2004. In accordance with this approval, any such land use shall comply with Title 20 in effect at the time of approval.

1.2.3 H&S Construction contemplates the development of its property North of Toler Lane (APN 1320-34-002-001 ) as follows:

(A) A planned development will be proposed in the receiving area portion of the parcel, West of the Muller Parkway extension. The portion of the parcel East of the Muller Parkway is not a part of this agreement.

(B) H&S Construction will dedicate a site for future development of park and recreation facilities adjacent to the existing Stodick Park and West of the proposed alignment of Muller Lane. In connection with this dedication, H&S Construction will be entitled to credit against the open space dedication requirements which may be imposed on its contemplated planned development.

(C) H&S Construction will dedicate a 105' section for the Muller Parkway extension, North of Toler Lane, as shown on the attached drawing, "Stodick Estates, Muller Parkway Right-of-Way Offer of Dedication, dated October 26, 2004." Its obligation to improve this section of the Muller Parkway will be limited to what would otherwise be required by the planned development, a 65' collector, including curb, gutter and sidewalk on the West side, adjacent to the development.

1.2.4 This Development Agreement for dedication of the park site, right of way and contribution to road and transportation improvements on or adjacent to H&S Construction property North of Toler Lane (APN 1320-34-002-001 ) represents a significant investment of capital, to be made by Landowner in reliance upon the expectation that the issuance of residential building permits for the contemplated planned development in the receiving area portion of APN 1320-34-002-001. If approved, the planned development will not be constrained by subsequent legislation. The dedication and construction requirements described in Paragraph 1.2.3 exceed the impact of the contemplated planned development, and the Implementation Section of the approvals shall contain the following conditions:



(A) all Douglas County zoning regulations in effect at the time of the planned development approval (or, if zoning regulations in effect at such time are materially different than those in effect at the time of this Development Agreement, then the zoning regulations in effect at the time of this Development Agreement) shall apply;

(B) At such time as H&S Construction, or its assigns, substantially complies with the terms and conditions of its planned development, including but not limited to the dedication and construction of infrastructure described herein, as specified in such Plan, then its right to issuance of building permits shall be considered "vested," and Douglas County shall issue building permits as requested by H&S Construction or its lawful assigns for each respective phase of the project.

### **1.3 SIERRA NEVADA SW/VIRGINIA RANCH:**

1.3.1 Sierra Nevada SW, or Virginia Ranch Development Corporation, its developer assign, agrees to dedicate to Douglas County an improved 105' section of Muller Parkway Extension, in the section depicted on the attached drawing, "Virginia Ranch, Muller Parkway Right-of-Way Offer of Dedication dated October 26, 2004."

1.3.2 Sierra Nevada SW, or Virginia Ranch Development Corporation, its developer assign, has submitted, and Douglas County has approved, a specific plan application, (DA) 04-155, Virginia Ranch Specific Plan.

1.3.3 Douglas County agrees to comply with applicable law in the processing of the components of the Virginia Ranch Specific Plan.

1.3.4 This Development Agreement for contribution to road and transportation improvement represents a significant investment of capital, to be made by Landowner in reliance upon the expectation that the issuance of residential building permits for the entire project contemplated by the Virginia Ranch Specific Plan will not be constrained by subsequent legislation. As the specific plan and the components thereof, are approved, the Implementation Sections shall contain the following conditions:

(A) all Douglas County zoning regulations in effect at the time of the specific plan approval (or, if zoning regulations in effect at such time are materially different than those in effect at the time of this Development Agreement, then the zoning regulations in effect at the time of this Development Agreement) shall apply;

(B) At such time as Sierra Nevada SW or Virginia Ranch Development Corporation, or their assigns, substantially comply with the terms and conditions of the specific plan, including but not limited to construction of infrastructure for any given or contemplated phase, as specified in such Plan, Sierra Nevada SW's or Virginia Ranch Development Corporation's or their assigns' right to issuance of building permits shall be considered "vested," and Douglas County





shall issue building permits as requested by Sierra Nevada SW or Virginia Ranch Development Corporation or their lawful assigns for each respective phase of the project.

**1.4 DOUGLAS COUNTY:**

1.4.1 Douglas County, in accordance with the Development Agreement to be signed with Park Cattle Company concurrently herewith, agrees to pay for and construct or cause the construction of an improved 60', two lane highway within the 105' right-of-way dedicated on the portion of property designated on the attached drawing, "Park Cattle Company, Muller Parkway Right-of-Way, Offer of Dedication, dated October 26, 2004."

**1.5 PARK PLACE:**

1.5.1 Park Cattle Company, in connection with the planned development approval for Park Place, has agreed to dedicate an improved 93' section of the Muller Parkway Extension adjacent to Park Place, as depicted generally on the Muller Parkway Final Right-of-Way Exhibit dated October 27, 2004.

**2. EXPRESS CONDITIONS**

2.1. The obligation of Nevada Northwest, or Scotsman Development Corporation, its developer assign, to dedicate to Douglas County the improved portion of the Muller Parkway Extension as set forth herein to Douglas County was imposed in connection with the development of Nevada Northwest Specific Plan.

2.2. The current obligation of H&S Construction in Stodick Estates South, to dedicate to Douglas County an improved 105' section of the the Muller Parkway Extension was imposed in connection with its approved Planned Development Overlay and Tentative Map dated February 5, 2004.

The obligation of H&S Construction to dedicate to Douglas County and construct improvements to the Muller Parkway Extension on or adjacent to its property North of Toler Lane (APN 1320-34-002-001 ) is subject to land use approval for the development thereof and related to the traffic and access needs of such development, as set forth in Paragraph 1.2.3 hereof.

The obligation of Sierra Nevada SW or Virginia Ranch Development Corporation, its developer assign, to dedicate to Douglas County any improved or unimproved portion of the Muller Parkway Extension is subject to the terms of the Virginia Ranch Specific Plan approval, the development contemplated therein, and the terms of this Agreement.

2.3. In the event that any of the Landowners or their development assigns are not entitled to develop their properties in accordance with the terms of this Agreement or do not receive approvals for the Land Use Plans as referred to herein, then any such Landowner or Landowners shall have not have the obligation to participate in the dedication, payment, or construction for the Muller Parkway Extension as a result of this Agreement.

**3. CONSTRUCTION AND DEDICATION OF IMPROVED ROAD SECTIONS**

3.1. Douglas County agrees to accept the dedication of unimproved or improved portions of the Muller Parkway Extension and assume all responsibility for maintenance of the Muller Parkway Extension, including all surface and subsurface conditions, and all drainage facilities, detention areas, roadways and other improvements appurtenant to the Muller Parkway Extension.

3.2. Except for design and construction permits, Douglas County shall not require any payments, contributions, economic concessions, or other conditions, authorizations, approvals, or permits relevant to the Muller Parkway Extension other than as provided herein.

**4. TIMING OF CONSTRUCTION**

4.1. Landowners and Douglas County agree that construction of Douglas County's portion of the Muller Parkway Extension shall take place within five (5) years of the recording of instruments of dedication. The County agrees to pursue such acquisition in good faith and employ lawful means at its disposal to complete the same. When a deed of dedication or similar instrument is executed and delivered, or an Order for Immediate Entry is entered by a court of competent jurisdiction, the five (5) year period will begin to run.

Landowners' construction shall take place within five (5) years from the date of approval of the Landowners' respective Land Use Applications, except to the extent that such construction is a condition of Landowners' tentative map approvals or other conditions for development, in which case such construction shall take place within the time therein provided, and prior to final map approval, except as otherwise provided by law or by posting of security for the construction thereof.

"Construction" is defined to mean that the length of the road the party is required to construct is actually constructed and accepted, or that contracts for the construction of the same have been funded and awarded or secured, prior to the expiration of the period herein provided, containing terms for the completion thereof within twelve (12) months of having been awarded.

The time periods provided herein will be suspended if the dedication or construction of the Muller Parkway Extension is restrained by injunctive or other relief issued by a court of competent jurisdiction.

4.2. In order to receive the benefits contained herein, H&S Construction will submit land use plans for APN 1320-34-002-001 during calender year 2005. Final determination of these Land Use Plans shall occur within the time provided by law.

4.3 Douglas County's obligation to construct its portion of the Muller Parkway Extension, as provided herein, is subject to the availability of lawful sources of public funding for the same. So long as Landowners have satisfied their respective obligations herein, or as set forth in any approved Land Use Plan, then they shall be entitled to proceed according to the

conditions of approval of such land use plans, notwithstanding any delay that otherwise occurs in the construction of Douglas County's portion of the Muller Parkway Extension.

## **5. DEFAULT**

5.1. The failure of any party to this Agreement to abide by the terms of this Development Agreement shall constitute a default. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision in this Development Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and, if practicable, the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged with the default shall not be considered in default for purposes of termination or institution of legal proceedings or issuance of any building permit or certificate of occupancy.

5.2. In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment supplementary environmental regulation, or similar bases for excused performance. If written notice of such delay is given to Douglas County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

5.3. In addition to any other rights or remedies, either party may institute legal action in law or equity to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

## **6. COVENANT OF COOPERATION**

6.1. The parties agree to fully cooperate in diligently pursuing and in obtaining all approvals, permits, and agreements necessary or demand from any federal, state or local government entity, for construction of the Muller Parkway Extension, including but not limited to subsurface, surface, and above surface conditions.

## **7. MISCELLANEOUS**

7.1. This Agreement is binding upon the assigns of all signatory parties.





7.2. Landowners and the County shall mutually cooperate to obtain all necessary approvals, permits or authorizations to any and all requirements which are or may be necessary to implement the intent of this Development Agreement. Nothing contained within this paragraph, however, shall require the County or its employees to function on behalf of Landowners.

7.3. The covenants and conditions set forth in this Agreement shall survive any closing or dedication of land.

7.4. This Development Agreement shall be constructed and enforced in accordance with the laws of the State of Nevada. Should any legal action be brought by any party relating to this Development Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court.

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

7.6. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and except as otherwise provided in conditions of development approval already made and granted as to specific projects, supersedes all other agreements, written or oral, between the parties with respect to such subject matter.


7.7. This Agreement may be signed in counterparts.

7.8. This Agreement shall not be effective as to any party unless and until (1) this Development Agreement is executed by all parties and (2) execution of the Development Agreement for the dedication and construction of the "Park Place" Section by Park Cattle


Company and the dedication of the Muller Parkway Extension by Park Cattle Company and the construction thereof by Douglas County.

**LANDOWNERS:**

NEVADA NORTHWEST, LLC  
a Nevada Limited Liability Company  
By: CORPORATE MANAGEMENT  
SERVICES, INC., A Nevada  
Corporation, Manager

By:   
James S. Bradshaw  
President

SIERRA NEVADA SW ENTERPRISES,  
LTD, a Nevada Limited Liability Company  
BY: CORPORATE MANAGEMENT  
SERVICES, INC., A Nevada Corporation,  
Manager

By:   
James S. Bradshaw  
President



SCOTSMAN DEVELOPMENT CORPORATION, a Nevada corporation

By: [Signature]  
James S. Bradshaw  
Secretary

VIRGINIA RANCH DEVELOPMENT CORPORATION, a Nevada corporation

By: [Signature]  
James S. Bradshaw  
Secretary

H&S CONSTRUCTION COMPANY

By: [Signature]  
Its: President

DOUGLAS COUNTY, a political subdivision of the State of Nevada

By: [Signature]  
KELLY D. KITE, CHAIRMAN  
Its: Douglas County Commissioners

ATTEST:  
BARBARA REED, Douglas County Clerk

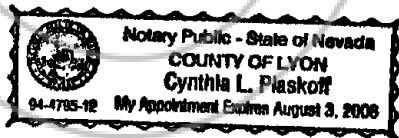
[Signature]  
By: [Signature], Clerk to Board

STATE OF NEVADA        )  
                                      : ss.  
COUNTY OF DOUGLAS    )

On this 15<sup>th</sup> day of February, 2005<sup>cl</sup>, before me, the undersigned, a Notary Public in and for said state, personally appeared James S. Bradshaw, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC



STATE OF NEVADA )  
 : SS.  
COUNTY OF DOUGLAS )

On this 25 day of February, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Randy Harris, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

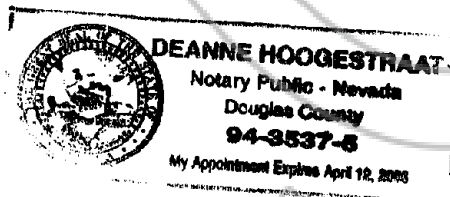
Kristin Wilfert  
NOTARY PUBLIC



STATE OF NEVADA )  
 : SS.  
COUNTY OF DOUGLAS )

On this 3RD day of FEB, 2005, ~~2004~~, before me, the undersigned, a Notary Public in and for said state, personally appeared KELLY D. KITE, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



Deanne Hoogestraat  
NOTARY PUBLIC



Exhibit A, Development Agreement; Ordinance 2004-1098

NEVADA NORTHWEST, LLC; SCOTSMAN DEVELOPMENT CORPORATION;

APN 1320 30 510 001

APN 1320 30 510 002

APN 1320 30 510 003

APN 1320 30 510 004

APN 1320 30 510 009

H&S CONSTRUCTION, INC. Stodick Estates South;

APN 1320 03 000 033

H&S CONSTRUCTION, INC. North of Toler;

APN 1320 34 002 001

SIERRA NEVADA SW ENTERPRISES, LTD.; and VIRGINIA RANCH DEVELOPMENT CORPORATION;

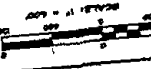
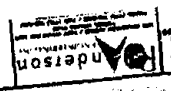
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APN 1220 03 000 034

APN 1220 03 000 036

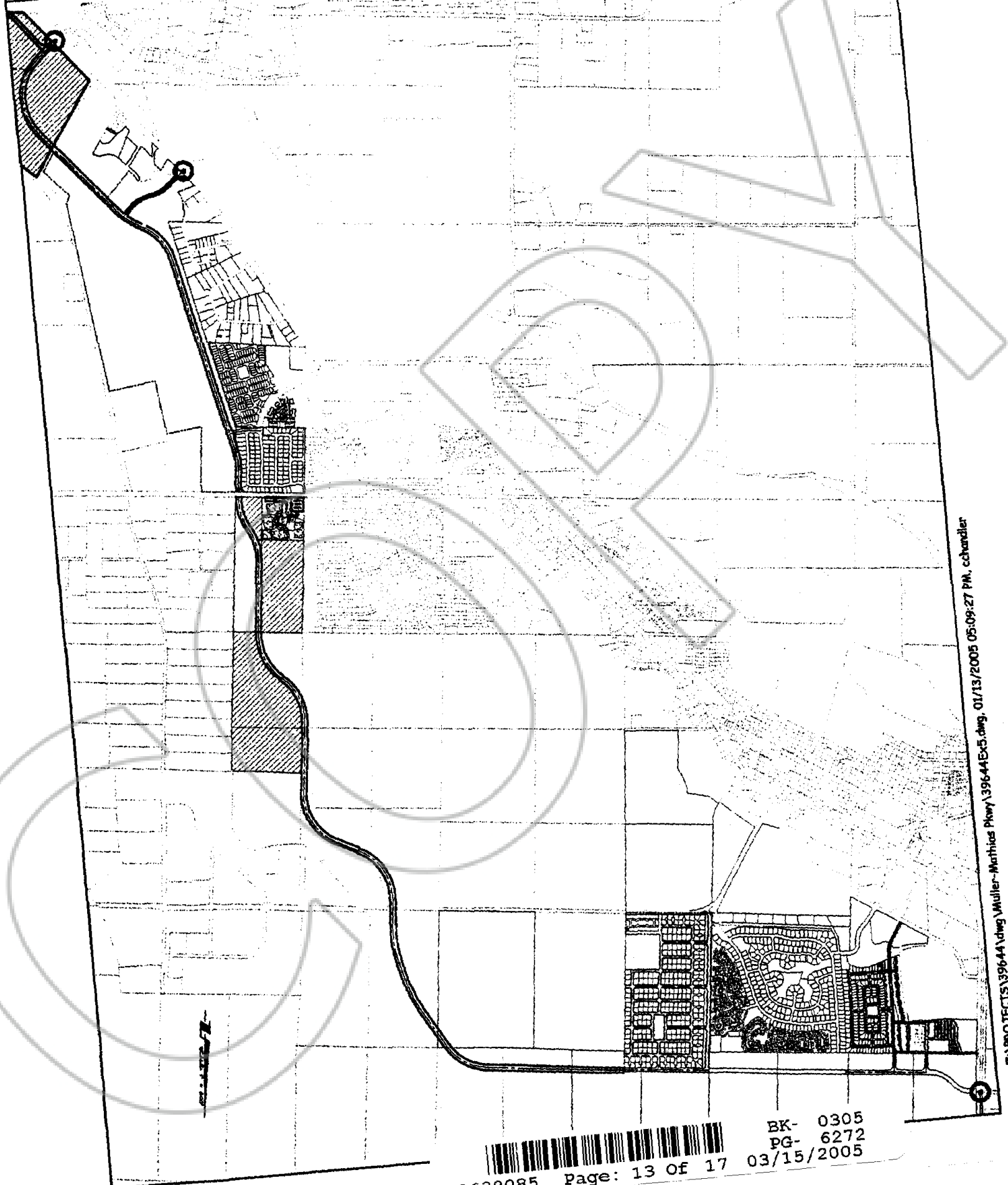
Exhibit A, Development Agreement; Ordinance 2004-1098





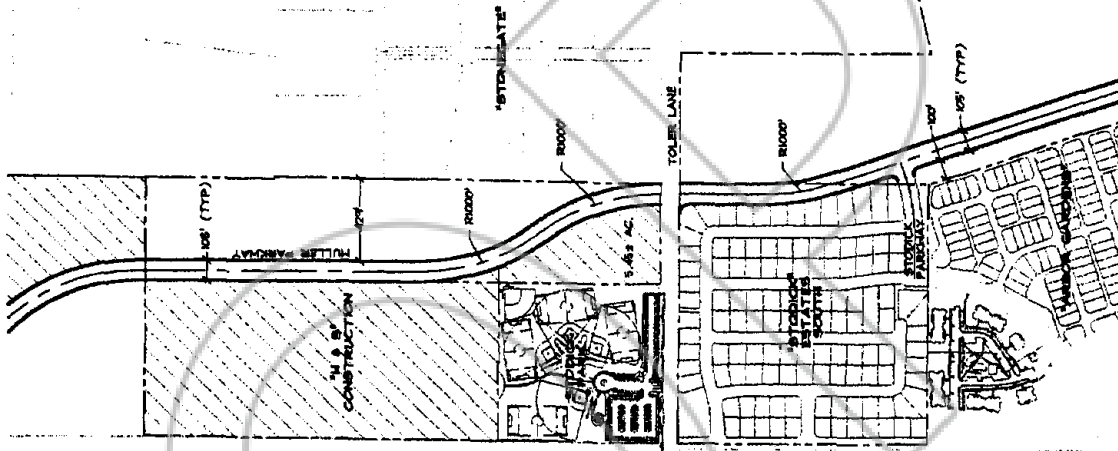
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DATE	01/13/2005
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PROJECT	Muller-Mathias Hwy
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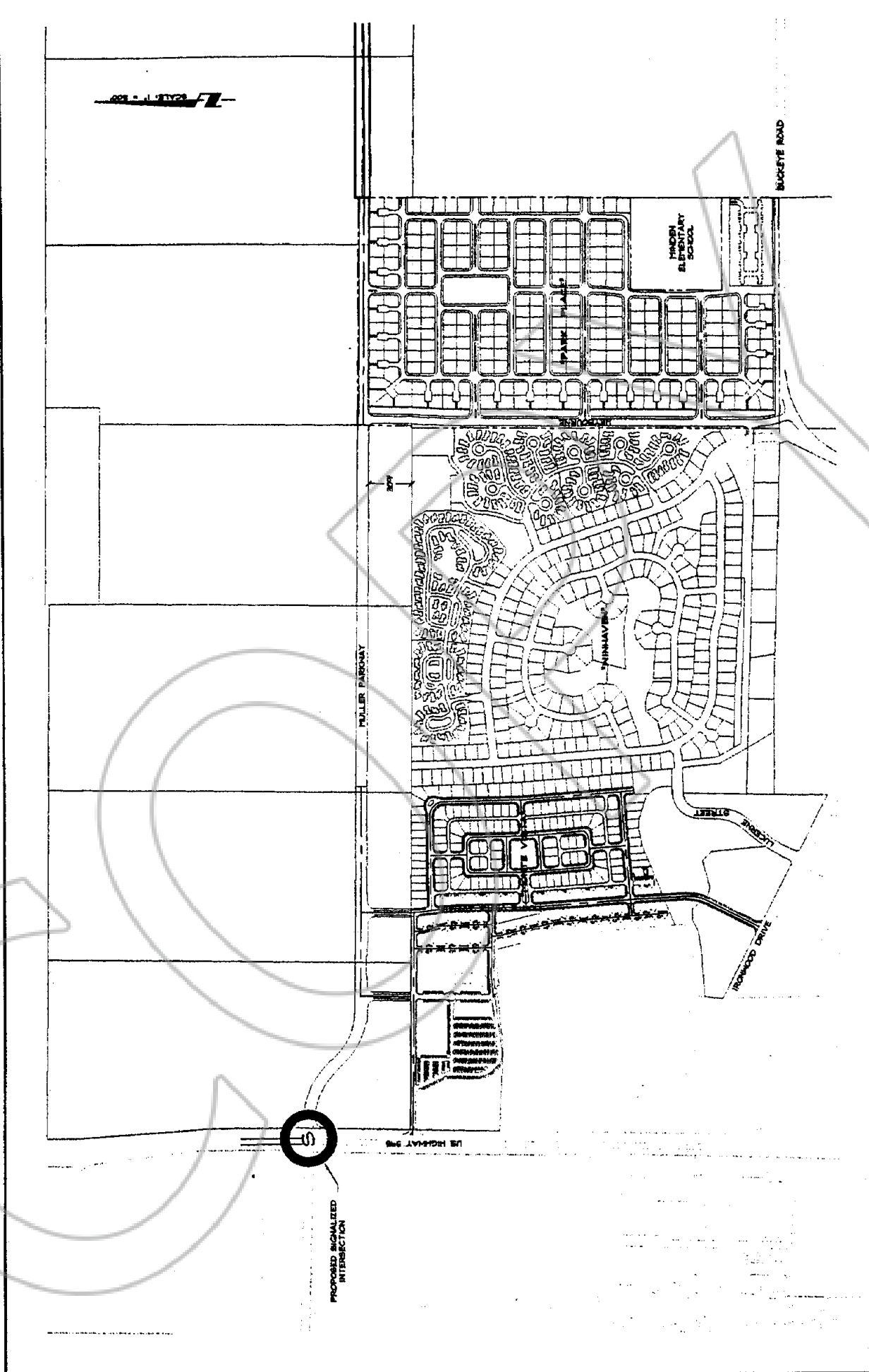
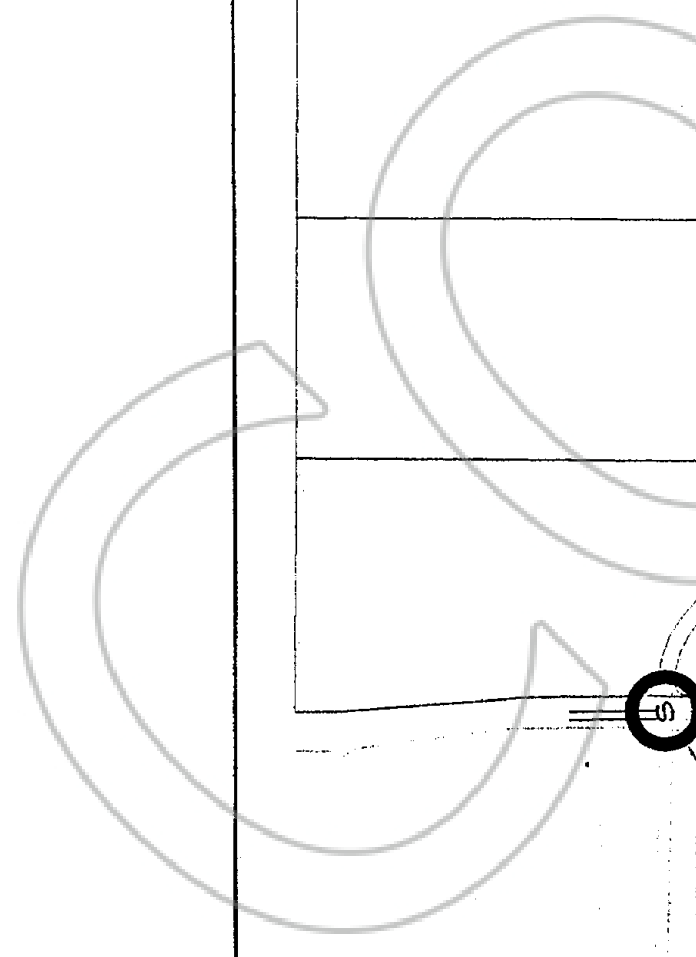




NO. DATE	REVISION BLOCK	BY	CHK	DATE	NO. DATE	BY	CHK	DATE
				<b>Anderson</b> ENGINEERING, INC. 1000 W. 10th Street Des Moines, IA 50319 Phone: 515-281-1111 Fax: 515-281-1112 Website: www.andersoneng.com				
				SCALE: 1" = 500' 				
				<b>STODICK ESTATES</b> <b>MULLER PARKWAY RIGHT-OF-WAY</b> <b>OFFER OF DEDICATION</b>				
				DRAWN: [Name] CHECKED: [Name] DATE: 03/15/2005 PROJECT NO.: 39644				

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63-1-1122-7-



PROPOSED SIGNALIZED INTERSECTION

5

US HIGHWAY 95

MULLER PARKWAY

HARDEN  
ELEMENTARY  
SCHOOL

BUCKETE ROAD

IRONWOOD DRIVE

ATHELLE PARKWAY

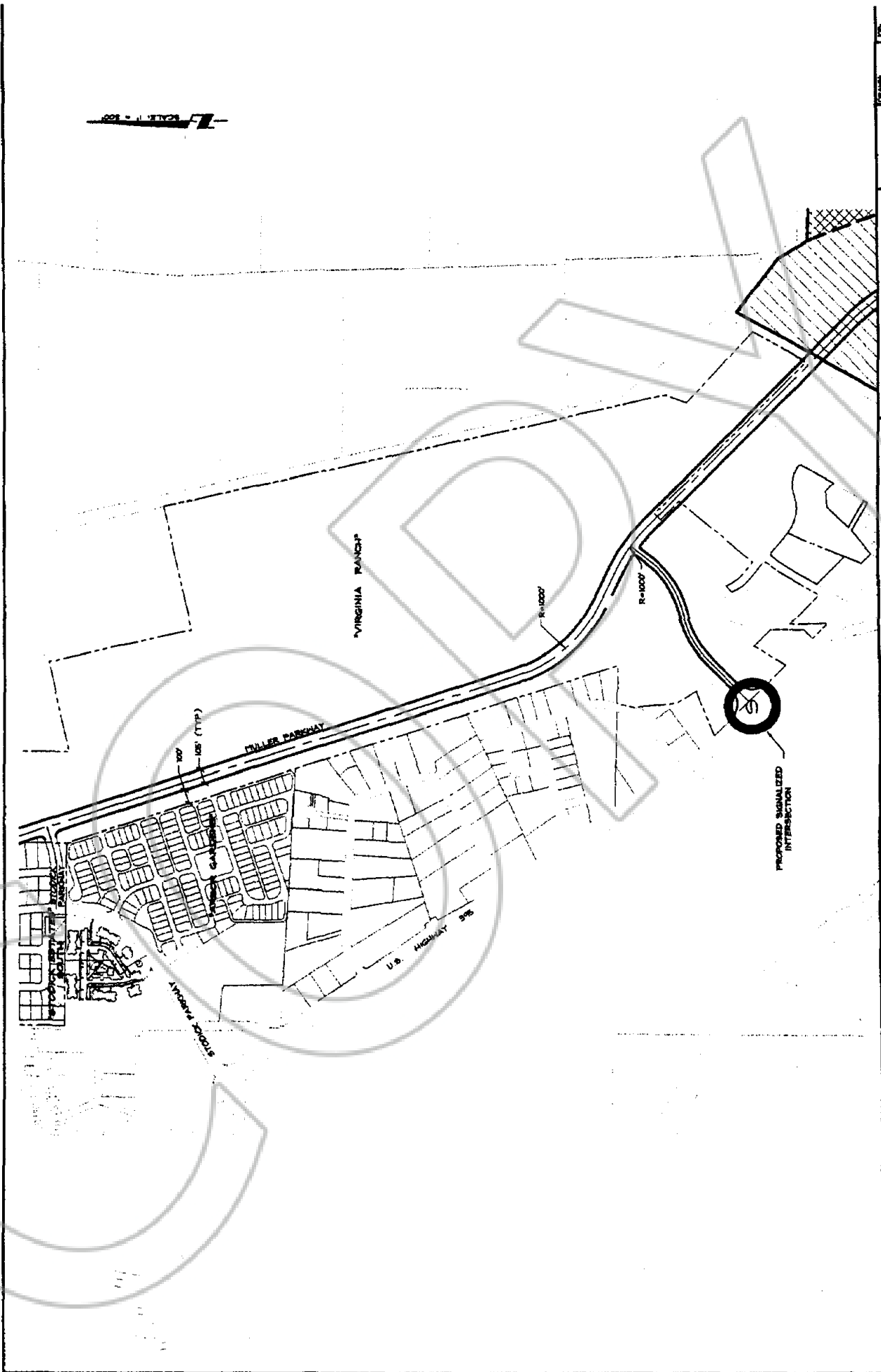
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**NEVADA NORTHWEST, LLC**  
**MULLER PARKWAY RIGHT-OF-WAY**  
**OFFER OF DEDICATION**



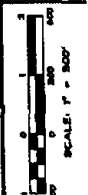
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DATE	NO.	BY
10/15/03	0305	...
11/10/03	0305	...
03/15/05	0305	...

**VIRGINIA RANCH  
MULLER PARKWAY RIGHT-OF-WAY  
OFFER OF DEDICATION**



NO.	DATE	REVISION

COPY

**SEAL**

**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: March 14 2005

B. REED Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

