

DOC # 0680554
07/26/2006 08:34 AM Deputy: SD

OFFICIAL RECORD

Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: JULY 25, 2006

Recording Requested By:

Name: TOM PERKINS, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 64 Fee: 0.00
BK-0706 PG- 8995 RPTT: 0.00



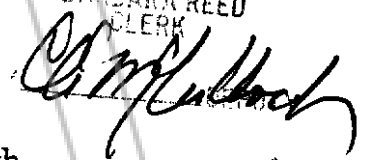
ORDINANCE/DEVELOPMENT AGREEMENT #2006-145
(Title of Document)

FILED

NO. 2006-145

2006 JUL 25 AM 9:44

BARBARA REED
CLERK



ORDINANCE NO. 2006-1177

SUMMARY

An ordinance adopting the Development Agreement with
Monterra 270, LLC, for the Muller Parkway Extension

TITLE

**AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT WITH
MONTERRA 270, LLC, FOR THE MULLER PARKWAY EXTENSION
PURSUANT TO DOUGLAS COUNTY CODE CHAPTER 20.400
AND PROVIDING OTHER PROPERLY RELATED MATTERS**

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

SECTION I: The Board finds that the attached Development Agreement with
Monterra 270, LLC, for the Muller Parkway Extension, conforms with the maps and
policies of the master plan in that it will result in the construction of a planned roadway,
and the expense for the construction will be shared by adjacent development; that it
complies with the provisions of Chapter 278 of the Nevada Revised Statutes; that it is
consistent with the provisions of Title 20 of the Douglas County Code; that it will not be
detrimental to adjacent property owners or the community, and that plans are included
therein to address the timing of the improvements; and that it provides a clear and
substantial benefit to the residents of Douglas County.

SECTION II: Pursuant to Douglas County Code Chapter 20.400, the development
agreement with Monterra 270, LLC, for the Muller Parkway Extension which is attached
to this ordinance is approved upon this ordinance's effective date.

PROPOSED on June 1, 2006.

PROPOSED by KELLY KITE

PASSED on JULY 6, _____, 2006.



VOTE: Ayes: Commissioners

KELLY D. KITE
JAMES L. BAUSHKE
TIM D. SMITH
~~XXXXXXXXXX~~
DAVID J. BRADY

Nays: Commissioners

DOUG JOHNSON

Absent: Commissioners

NONE

James L. Baushke
JAMES BAUSHKE, CHAIRMAN

ATTEST:

Barbara J. Reed
BARBARA J. REED, CLERK
L. Lynch, Clerk to Board

This ordinance shall be in full force and effect on
JULY 20, _____, 2006.

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: July 25, 2006
B. J. Reed Clerk of the 09th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Linda Lynch Deputy



BK- 0706
PG- 8997

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this 6TH day of JULY, 2006 by and between MONTERRA 270, LLC, a Nevada Limited Liability Company (herein "LANDOWNER"), and DOUGLAS COUNTY, a Political Subdivision of the State of Nevada (hereinafter referred to as "DOUGLAS COUNTY");

RECITALS

1. LANDOWNER is the owner of certain real property 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, having acquired said property from Park Cattle Company;

2. The property owned by LANDOWNER described in Exhibit "A" is part of the "Park Place Planned Development" which was approved by the Douglas County Board of Commissioners on January 9, 2003 as PD 02-05, attached hereto as Exhibit "B" and incorporated herein by reference. The conditions of approval of PD 02-05 were modified on December 8, 2003 and January 29, 2004 as more fully set forth in Exhibit "C", attached hereto and by this reference incorporated herein;

3. Condition Number 13 F. and Condition Number 13 G. of the DOUGLAS COUNTY approval of the Park Place Planned Development (Exhibit "B") provide for the construction of Muller Lane Parkway from U.S. Highway 395 to the northeastern boundary of the Park Place Planned Development (the "Muller Lane Parkway Extension"). The portion of the Muller Lane Parkway Extension from its intersection with U.S. Highway 395, including the traffic signal, east to proposed Monte Vista Lane is an overlapping requirement for



the Park Place Planned Development and for development of a project proposed by a third party, which project is referred to as the "Nevada Northwest Project" (the "Overlapping Muller Lane Parkway Condition").

4. On February 3, 2005, a Development Agreement was entered into between Nevada Northwest, LLC, Scotsman Development Corporation, H&S Construction, Inc., Sierra Nevada SW Enterprises, Ltd., Virginia Ranch Development Corporation and DOUGLAS COUNTY ("the Nevada Northwest Agreement") which provided for construction of a regional road from Virginia Ranch Road in south Gardnerville to the Muller Lane-Highway 395 Intersection north of Minden, known as the "Muller Parkway Extension". (Ordinance 1098) Said Agreement also references the execution of a Development Agreement to be entered into between the owners of the Park Place Planned Development and DOUGLAS COUNTY for the construction of a portion of the Muller Parkway Extension. Failure to enter into such an agreement will jeopardize the benefit of the Nevada Northwest Agreement as it relates to the completion of the construction and subsequent use of the Muller Parkway Extension as a regional road.

5. LANDOWNER is in the process of constructing the improvements referenced in Exhibit "D", which is attached hereto and incorporated herein by reference, said improvements being part of the "Muller Parkway Extension", Heybourne Road and Buckeye Road. Said improvements meet design standards substantially in excess of what would be required for a local road at a substantial increased cost to LANDOWNER. The cost of construction of said improvements is estimated to be FOUR MILLION FOUR HUNDRED SIX THOUSAND NINE



HUNDRED SEVEN DOLLARS (\$4,406,907.00). Said construction benefits the regional transportation plan in DOUGLAS COUNTY.

6. LANDOWNER is not a party to the Nevada Northwest Agreement, notwithstanding that its property described in Exhibit "A" abuts the Muller Parkway Extension and is similarly situated to the property of developers referenced in the Nevada Northwest Agreement. Accordingly, LANDOWNER does not have assurances that it can develop its property upon completion of the construction of the regional improvements referenced in Exhibit "D". To the extent that construction of the regional improvements referenced in Exhibit "D" is all part of the regional road known as the Muller Parkway Extension and other portions of the regional transportation plan which will benefit the County and is integral to fulfillment of the terms of the above-referenced Development Agreements, LANDOWNER seeks assurances from DOUGLAS COUNTY that it will be permitted to proceed with development of its property in order to recoup expenditures for the regional improvements referenced in Exhibit "D". LANDOWNER believes that its property was inadvertently omitted in the above-referenced Development Agreements. LANDOWNER agrees that it will not be permitted to sell its lots in the Park Place Planned Development unless it completes construction or provides adequate financial security to complete the construction of the regional improvements referenced in Exhibit "D" in accordance with an approved phasing plan and meets all of the conditions of approval set forth in Exhibits "B" and "C".

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



BK- 0706
PG- 9000
0680554 Page: 6 Of 64 07/26/2006

1. LANDOWNER agrees to complete construction of the improvements referenced in Exhibit "D" in accordance with an approved phasing plan and the conditions of approval set forth in Exhibits "B" and "C". It is acknowledged that completion of construction of said improvements is essential to construction of the regional road known as Muller Parkway Extension and the fulfillment of the terms of the Nevada Northwest Agreement previously entered into by DOUGLAS COUNTY.

2. LANDOWNER, or its assignees, shall be entitled to construct two hundred seventy (270) single-family lots in accordance with the previously approved Park Place Planned Development, except as modified herein. DOUGLAS COUNTY agrees that the right to construct residences on said two hundred seventy (270) lots is vested subject to LANDOWNER'S compliance with the terms of this Development Agreement and the conditions of approval set forth in Exhibits "B" and "C".

3. Upon completion of construction of the improvements set forth in Exhibit "D", LANDOWNER agrees to dedicate to DOUGLAS COUNTY said improvements including the improved portion of the Muller Parkway Extension, Heybourne Road and Buckeye Road.

4. Subject to the improvements set forth in Exhibit "D" being constructed in accordance with applicable specifications, DOUGLAS COUNTY agrees to accept the dedication of said improvements and assume responsibility for maintenance of said improvements, including all surface and subsurface conditions, roadways, and other improvements appurtenant thereto, but excluding landscaping, drainage facilities and detention areas which will be maintained by a Landscaping Maintenance District or the Town of Minden.



5. 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 an 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 practical, the manner in which said default shall 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.

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, walkouts, 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 of supplemental environmental regulations or similar basis 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.

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. The parties agree to fully cooperate in diligently pursuing and in obtaining all approvals, permits, and agreements necessary or demanded from any federal, state or local government entity, for construction of the improvements referenced in Exhibit "B".

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

8. LANDOWNER and DOUGLAS 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 DOUGLAS COUNTY or its employees to function on behalf of LANDOWNER.

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

10. This Development Agreement shall be construed 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.

11. 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.

12. 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 not modified herein, supersedes all other agreements, written or oral, between the parties with respect to such subject matter.

13. This Agreement may be signed in counterparts.

LANDOWNER:

MONTERRA 270, LLC, a Nevada Limited Liability Company

By Andrew W. Mitchell Pres

DOUGLAS COUNTY, a Political Subdivision of the State of Nevada

By James A. Broun

Its CHAIRMAN, DOUGLAS COUNTY COMMISSIONERS

ATTEST:

Barbara Reed
Douglas County Clerk

L. Lynch, Clerk to Board
BY



BK- 0706
PG- 9004

**DESCRIPTION
ADJUSTED PARCEL 32B
(A.P.N. 1320-29-000-009)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 20 and the Northeast one-quarter (NE $\frac{1}{4}$) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, T.13N., R.20E., M.D.M., as shown on the Amended Record of Survey for Bently Nevada Corporation recorded June 16, 1988 in the office of Recorder, Douglas County, Nevada as Document No. 180280 and being the southwest corner of Adjusted Parcel 32B as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company recorded September 18, 2003 in said office of Recorder as Document No. 590378, the POINT OF BEGINNING;

thence along the westerly line of said Adjusted Parcel 32B, North 00°41'53" East, 2651.39 feet to a 5/8" rebar with tag RLS 3579, the north one-quarter corner of said Section 29;

thence along the north line of the Northeast one-quarter of said Section 29, South 89°13'25" East, 15.06 feet to a 5/8" rebar, no tag;

thence along the westerly line of said Adjusted Parcel 32B, North 00°48'57" East, 395.60 feet;

thence along the northerly line of said Adjusted Parcel 32B, South 89°30'10" East, 1629.81 feet;

thence along the easterly line of said Adjusted Parcel 32B, South 00°30'17" West, 403.54 feet to a point on said north line of the Northeast one-quarter of Section 29;

thence continuing along said easterly line of Adjusted Parcel 32B, South 00°30'17" West, 1565.76 feet to the northeast corner of Parcel 32A as shown on the Record of Survey for Slash Bar H Limited Partnership and Douglas County School District recorded June 20, 1995 in said office of Recorder as Document No. 364421;

thence along the northerly line of said Parcel 32A, North 89°29'43" West, 660.00 feet to the northwest corner of said Parcel 32A;

thence along the westerly line of said Parcel 32A, South 00°30'17" West, 660.00 feet to the southwest corner of said Parcel 32A;

thence along the southerly line of said Parcel 32A, South 89°29'43" East, 660.00 feet to the southeast corner of said Parcel 32A;

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EXHIBIT A

0626175

BK1004PG03045



thence along said easterly line of Adjusted Parcel 32B, South 00°30'17" West, 60.00 feet to the southeasterly terminus of Baler Street, a 60-foot wide non-exclusive public access and utility easement as recorded June 20, 1995 in said office of Recorder in Book 695, at Page 2977, as Document No. 364415;

thence along the southerly line of said Baler Street, North 89°29'43" West, 610.00 feet;

thence along the arc of a curve to the left having a radius of 20.00 feet, central angle of 90°00'00"; and arc length of 31.42 feet;

thence along the easterly line of Sanford Way, a 60-foot wide non-exclusive public access and utility easement as recorded in said Book 695, at Page 2977, as Document No. 364415, South 00°30'17" West, 320.00 feet to a point on the north line of Buckeye Road, a 60-foot wide access and utility easement as shown on said Amended Record of Survey for Bently Nevada Corporation;

thence continuing South 00°30'17" West, 19.70 feet to a point on the south line of the Northeast one-quarter of said Section 29;

thence along said south line of the Northeast one-quarter of Section 29, North 89°23'21" West, 1025.97 feet to the POINT OF BEGINNING, containing 100.18 acres, more or less.

The Basis of Bearing of this description is South 89°27'12" East, the east-west center section line of Section 28, T.13N., R.20E., M.D.M. as shown on the Amended Record of Survey for Bently Nevada Corp. recorded June 16, 1988 in said office of Recorder as Document No. 180280.

Note:

Refer this description to your title company before incorporating into any legal document.

Prepared By:

R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



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**EXHIBIT "A"
LEGAL DESCRIPTION**

Order No.: 060500450

The land referred to herein is situated in the State of Nevada,
County of DOUGLAS, described as follows:

Remainder Parcel, as set forth on Final Subdivision Map,
Planned Unit Development, PD 02-05 of Monterra Phase 1,
filed for record in the office of the County Recorder of
Douglas County, State of Nevada, on August 24, 2005, in
Book 0805, Page 11150, Document No. 653145.

APN 1320-29-501-001



**EXHIBIT "A"
LEGAL DESCRIPTION**

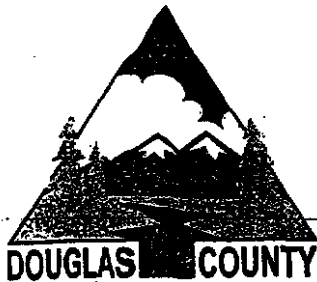
Order No.: 060500753

The land referred to herein is situated in the State of Nevada,
County of DOUGLAS, described as follows:

Lots 1 through 21, Block A; Lots 22 through 37, Block B;
Lots 38 through 51, Block C; Lots 52 through 63, Block D,
Lots 64 through 75, Block E; Lots 76 through 87, Block F;
Lots 88 through 101, Block G; Lots 102 through 105, Block H;
Lot 106, Block I; Lots 107 through 112, Block J; and Lots
113 through 118, Block K, as set forth on Final Subdivision
Map, Planned Unit Development, PD 02-05 of Monterra Phase
1, filed for record in the office of the County Recorder of
Douglas County, State of Nevada, on August 24, 2005, in
Book 0805, Page 11150, Document No. 653145.

ASSESSOR PARCEL NUMBERS: 1320-29-510-001 through 029; inclusive
1320-29-610-001 through 089; inclusive





COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Minden, Nevada 89423

Bob Nuñez
DIRECTOR

775-782-9005
775-782-9010
FAX: 775-782-9007

Planning Division
Engineering Division
Building Division
Regional Transportation
Water/Sewer Utility
Road Maintenance
Code Enforcement

January 9, 2003

Park Cattle Company
P.O. Box 2349
Stateline, NV 89449

RE: **Park Cattle Company-PD 02-05, Planned Development**
APN 1320-29-000-001, 1320-20-000-011 & 012 Minden/Gardner Planning Area

Mail Delivered

BY BARBARA REED
DEPUTY CLERK
JAN 9 01:45
FILED

Dear Applicant:

On January 9, 2003, the Douglas County Board of Commissioners reviewed and approved the above referenced planned development allowing the creation of 270 single-family residential lots and 46 multi-family residential units subject to the conditions listed below: (new text is underlined and deleted text has a strike through).

THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO THE SUBMITTAL OF A FINAL MAP OR A SITE IMPROVEMENT PERMIT (MUST BE INCLUDED ON IMPROVEMENT PLANS):

1. ~~The applicant shall submit a traffic calming study prior to submitting any improvement plans and incorporate any traffic calming techniques into the subdivision design.~~
2. A traffic control and striping plan shall be submitted for approval.
3. A street lighting plan shall be submitted for approval.
4. All entrances to the subdivision shall be designed with enhanced landscaping and use interlocking pavers.
5. The four-foot perimeter fencing along Muller, Heybourne, and Buckeye Road shall be limited to four feet in height with an open-work structure design (i.e., picket fence or wrought iron).
6. Final landscape and irrigation plans stamped by a licensed architect, landscape architect, landscape contractor or civil engineer. The landscape and irrigation plans are to be consistent

MM

0680554 Page: 15 Of 64 07/26/2006
BK- 0706
PG- 9009

EXHIBIT "B"

with the revised site plan and Douglas County Code Section 20.694 and the design manual. The plans shall include landscaping for the park site, park strip next to the bike paths, detention ponds, street entrances, front yards, and adjacent to the perimeter fence where landscaping is proposed.

7. The proposed detention basin shall be landscaped to include non-buoyant materials such as turf, cobble rock and low spreading ground cover.
8. The applicant shall provide evidence that the open space areas have been or will be dedicated with Phase 1 final map recording, that the maintenance of those areas is part of an accepted assessment district and that construction has been completed or secured.
9. The applicant shall obtain approval from MGSD for the design of sewer and Town of Minden for water services. Receipts for service shall be submitted with each phase.
10. The project shall connect to the Minden Gardnerville Sanitation District (MGSD) and shall comply with the MGSD will serve letter, dated September 3, 2002.
11. The project shall connect to the Town of Minden water system and shall comply with the will serve letter, dated August 14, 2002.
12. The applicant shall comply with the conditions of approval from the Water Conveyance Advisory Committee including the following proposed modifications to existing irrigation facilities.
 - i. Relocation of the Pole Line Ditch easement and reconstruct the ditch with equivalent capacity along the eastern property boundary continuing along the northern property boundary returning to the original alignment.
 - ii. Relocation of the Heybourne ditch easement and piping the Heybourne ditch.
 - iii. The Pole Line ditch shall be placed in a pipe or a new easement shall be obtained to relocate the ditch if the new local road from Heybourne to US 395 is built.
 - iv. Relocation of the irrigation easement on the eastern property line off of the proposed subdivision.
13. The applicant shall submit improvement plans to the Douglas County Community Development Department for review and approval. All improvements shall be constructed with Phase 1, except where specifically identified. The phase line between phase 1 and 2 will be determined based on the traffic analysis submitted for phase 1. The improvement plans shall comply with Douglas County Code and the Douglas County Design Criteria and Improvement Standards manual ("design manual") and shall include the following:



- A. Buckeye Road shall be improved to urban collector road standards per Douglas County detail A01 along the property frontage, beginning from the intersection of Bougainvillea Drive eastward. The plans for Buckeye Road improvements shall include a continuation of the bike and pedestrian path along the northern right-of-way.
- B. Buckeye Road improvements shall include:
- i. A northbound left turn lane with 200 feet of storage at the Heybourne Road intersection.
 - ii. A northbound left turn lane with 200 feet of storage at the Sanford Road-Buckeye Road intersection.
 - iii. ~~A northbound left turn lane with 75 feet of storage at the access to the multifamily homes at the south eastern property boundary.~~
- C. Heybourne Road along the property's western boundary, and up to its intersection with Buckeye Road (southern end) shall be dedicated and constructed as an urban collector per Douglas County standard detail A01. Construction shall be per the approved phasing plan
- i. A center two-way left turn lane shall be constructed between the Buckeye intersection and the southernmost access road into the subdivision.
 - ii. Left turn pockets shall be constructed in both the north and southbound directions at each access to the project.
 - iii. A northbound left turn lane with 150 feet of storage and a shared through right approach shall be constructed at the Muller/Heybourne intersection or at the intersection with the new road in condition 15.F
 - iv. A Class II Bikeway Design shall be installed per Douglas County Design Manual.
- D. The physical improvements at the Bougainvillea and Buckeye Road intersection shall be completed in phase 1, and shall be abandoned and the area returned to a landscaped open space area and include the extension of the existing bike and pedestrian pathway along Buckeye Road.
- i. The abandonment and proposed landscaping shall be done in cooperation with the Winhaven HOA and the Town of Minden.
 - ii. The geometric design of the intersections of Bougainvillea Drive, Frieda Lane and Heybourne Rd. shall be evaluated by a traffic engineer and approved by the Town of Minden.



- E. With phase 2, Muller Parkway shall be constructed as a 4-lane major urban collector with landscaped medians along the property's northern boundary per Douglas County detail A01.
- F. Muller Lane Parkway shall be constructed from US Hwy 395 to the northwestern property corner as a 4-lane urban collector with landscaped medians and landscaped parkway per DC detail A01 with phase 2 or construct a two lane rural road connecting to Lantana in the existing 60 right-of way from Heybourne Road to US 395 to local road standards per Douglas County detail A02.

The following shall apply to Muller Lane Parkway, except as otherwise noted:

- i. A minimum 80-foot offsite right-of-way shall be dedicated to the County for this public road. Additional right-of-way as necessary for turn lanes and landscaped parkway shall be dedicated.
 - ii. 75-foot turn pockets on Muller Lane for the two proposed streets into the Nevada Northwest development.
 - iii. A minimum 800-foot radius.
 - iv. Adequate turnaround at the end of the improvements to the east.
 - v. Evidence of an NDOT permit for work in the NDOT right-of-way.
 - vi. Provide a 200 foot left turn lane on either Muller Parkway or the new road for eastbound left turn movements onto Heybourne Road.
 - vii. Provide a 125-foot left turn lane on the new road for eastbound left turn movements onto Lantana.
- G. Muller Lane Parkway/US Hwy 395 intersection shall be constructed with the following improvements with Phase 2 of the development:
- i. A traffic signal, which is interconnected with the signal at State Route 88, and future signals at Lucerne and Ironwood Drives. The traffic signal shall be fully equipped. Plans for the traffic controller and a signal progression study shall be submitted for review and approval.
 - ii. The eastbound approach shall be constructed with a left turn lane, a through lane and a free right turn lane.
 - iii. The westbound approach shall be constructed with dual left turn lanes including adequate storage, a free right turn lane, and a separate through lane.



- iv. The northbound and southbound left turn lanes shall be extended to 550 feet.
 - viii. A northbound right turn lane a minimum 100 feet in length.
 - ix. Evidence of an NDOT permit for work in the NDOT right-of-way.
- H. Interior roads shall be constructed to urban local road standards per Douglas County detail A02, or as approved by the Town of Minden where rights-of-way may be reduced to not less than 53 feet.
- i. The speed limit in the subdivision shall be set at 15 MPH due to the proposed street spacing of 200 feet.
 - ii. All intersections shall be designed for a sight distance of 25 MPH.
 - iii. Sidewalks shall be continued along the lot frontages which have the proposed parking lots. The sidewalks shall connect to the proposed pedestrian paths.
 - iv. The applicant shall construct a meandering asphalt pedestrian path along the property frontage on Heybourne Road, west of the detention pond, including linkages to the pedestrian sidewalks for the interior lots which face Heybourne.
 - v. The applicant shall provide a second driveway access to the multifamily homes along the east side of Sanford Street, aligned with the first street intersecting the west side of Sanford.
 - vi. ~~The applicant shall provide a commercial driveway into the school parking lot from Sanford Street near Lot 39.~~
 - vii. The applicant shall remove the cul-de-sacs backing the northwest and southwest corners of the project (affects lots 13-16 and lots 155-158). In its place, the applicant shall consider a fronting lot design, similar to the other lots fronting the major roadways, where access is via an alleyway or similar hammerhead-type roadway. Enhanced open space and pedestrian access shall be provided to the two major intersections.
- I. ~~The applicant shall realign Sanford Street to the west (approximately 30 feet to the west), which aligns with the west side of the school property boundary or work with the School District and the Town to acquire the necessary right-of-way. The realigned street must intersect the middle of the park site to the north. This realignment will require an adjustment to the lot placement and configuration along this section of roadway. The existing street right-of-way for Sanford Street, not part of the newly aligned street, shall be abandoned as part of this tentative map. The applicant shall submit a map and legal description of the abandonment area which must be recorded prior to final map approval. The applicant shall also submit a queuing analysis for Sanford Street and construct any~~



~~improvements recommended to mitigate potential conflicts with the proposed street and driveway access between Baler Road and Buckeye Road.~~

- J. ~~A temporary turnaround easement with a radius of 50' shall be provided at the dead end streets on the eastern property boundary.~~
- K. The applicant shall dedicate a 25-foot public transportation easement along the eastern Heybourne Road right-of-way.
- L. A paved pullout for new cluster mailbox location, if required. (If a new cluster mailbox location is not required, then the applicant shall be responsible for providing documentation to that effect from the U.S. Postal Service.)
- M. A final drainage report meeting the requirements of the Douglas County design manual. In addition to the requirements in the design manual, the report shall provide a design for the piping of any irrigation facilities.
14. A utilities plan that has been reviewed by the Sierra Pacific Power Company for all off-site and on-site underground utility extensions. This plan shall include the provision of service power to each newly created parcel. Documentation that the proposed relocation of the power line which runs east-west through the project has been approved by Sierra Pacific.
15. The applicant shall submit documentation that 353.92 acre-feet of water rights for the new parcels have been dedicated to the satisfaction of the Town of Minden.
16. Utility lines must be installed or extended to serve each parcel.
17. On-site and off-site improvements must be constructed or secured. If the applicant proposes to secure for any of the required improvements, the applicant must enter into a security and improvement agreement with Douglas County on a form provided by the County. The security improvement agreement and the security deposit shall comply with Douglas County Code Sections 20.720.020 and 20.720.030.
18. The applicant shall, prior to the submittal of the first phased map, provide documentation that the landscape assessment district is approved and accepted by the Town of Minden.
19. The applicant shall submit an application for a major design review for the Multi-Family Residential component of the planned development, which must be approved by the Planning Commission.
20. The applicant shall meet all conditions of approval recommended by the Town of Minden, except as modified by these conditions of approval.
21. Three sets of the revised tentative map which reflect the applicable design changes required of the conditions of approval.



THE FOLLOWING CONDITIONS ARE TO BE MET CONCURRENTLY WITH THE SUBMITTAL OF A FINAL MAP APPLICATION:

22. The applicant shall submit a copy of the notice of completion from Douglas County for all required road, utility, drainage and other related project improvements. If any improvements are not constructed prior to the submittal of the final map application, the applicant shall submit a copy of the recorded security and improvement agreement.
23. The applicant shall submit proof from the Nevada State Engineer and the Town of Minden that the required water rights have been dedicated to serve the development.
24. The applicant shall comply with the final map requirements as prescribed by NRS 278 and Douglas County Code Section 20.712. Additionally, the final map shall show:
- A. A seven and one-half (7.5) foot public utility easement along all road frontages and five (5) foot public utility easement along the side and rear lot lines.
 - B. The Community Development Certificate shall reject the offer of dedication for the public roads with the reservation to accept the offer at a later date.
 - C. An easement for any new cluster mailbox location, if required.
 - D. Drainage easements as necessary for mitigating onsite, offsite, and cross-lot drainage impacts. All drainage easements shall be shown as private, unless required and accepted by the Town of Minden.
25. The following notes shall be placed on the final map:
- A. Any further division of these parcels may be subject to subdivision improvements as provided under NRS 278.462(3).
 - B. Maintenance of all drainage facilities and easements shall be the responsibility of a homeowner's association or the Town of Minden. Douglas County rejects any offer of dedication of drainage facilities or drainage easements or open space areas.
 - C. Obstructing the flow or altering the course of a drainage channel is prohibited, unless permitted by authorizing agency
 - D. No access from individual lots will be allowed from Buckeye Road, Heybourne Road, Baler Street or Muller Parkway extension.
26. The applicant shall submit a deed restriction, in the proper form to be recorded with the final map, stating the following: "Douglas County has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation,



you may at some time be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purposes of the Douglas County Code."

27. The applicant shall submit a deed restriction, in the proper form to be recorded with the final map, stating that "No access from individual lots will be allowed from Buckeye Road, Heybourne Road, Baler Street or Muller Lane Parkway extension.
28. The applicant shall submit documentation that all property taxes and any agricultural liens on the property have been paid in full for the current fiscal year.
29. The applicant shall provide documentation that the development rights to be transferred to support the residential uses have been certified and are eligible for transfer under section 20.500 of Douglas County Code.

THE FOLLOWING CONDITIONS ARE APPLICABLE TO THE NEWLY CREATED PARCELS THROUGHOUT THE LIFE OF THE PROJECT:

30. Maintenance of all drainage facilities and easements, pedestrian/bike path, open space and park shall be the responsibility of the homeowners association or the Town of Minden. Obstructing the flow or altering the course of a drainage channel is prohibited unless authorized by the permitting agency.
31. Obstructing the flow or altering the course of a drainage channel is prohibited unless authorized by the permitting agency.
32. Douglas County Question 4, the Slow Growth Initiative, was approved by the voters in the 2002 general election, and is the subject of pending litigation. Approval of the planned development does not bind Douglas County to the issuance of residential building permits, which will be subject to applicable law at the time applications for the issuance thereof are filed.
33. The applicant shall submit deed restriction in the proper form to be recorded with the final map, stating the following: "Douglas County has declared it a policy to protect airport operations. If your property is located near airport operations, you may at some time be subject to inconvenience or discomfort arising from aircraft noise take-off and landing from the Airport. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purposes of the Douglas County Code."

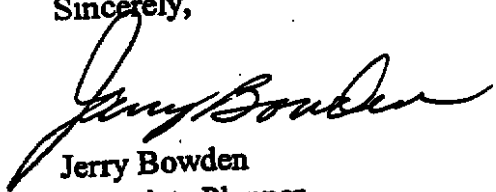
This planned development approval shall expire on January 9, 2005, if a final map application that conforms to all the conditions of approval is not submitted to the Community Development Department prior to the expiration date. Extensions of time may be granted in accordance with Douglas County Code Section 20.30.020. This is the final decision regarding your planned



Douglas County Code Section 20.30.020. This is the final decision regarding your planned development.

If you have any questions or comments, please feel free to call me at (775) 782-6212.

Sincerely,



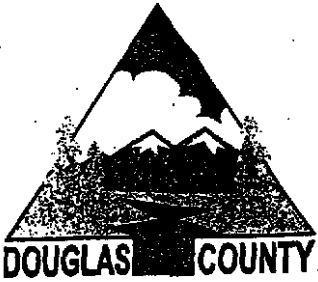
Jerry Bowden
Associate Planner

Cc: R.O Anderson Engineering Inc., 1603 Esmeralda Avenue Minden, NV 89423
Cathy Pool, County Engineering
Jan Rowan, County Accountant
County Clerk
File PD 02-05

P:Jerry/letters/Park Cattle/PD 02-05

COOPER





COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Minden, Nevada 89423

Bob Nunes
DIRECTOR

775-782-9005
775-782-9010
FAX: 775-782-9007

Planning Division
Engineering Division
Building Division
Regional Transportation
Water/Sewer Utility
Road Maintenance
Code Enforcement

December 8, 2003

Fax & Mail Delivered

Keith Ruben AICP
R O Anderson Engineering, Inc.
1603 Esmeralda Avenue
Minden, NV 89423

Re: PD 03-008 (Minor Modification to PD 02-05 for Park Cattle)

Dear Keith,

The Community Development Department has reviewed and approved your minor modification to Planned Development (PD) 02-05, allowing the reconfiguration of the lots fronting Muller Lane (now lots back Muller Lane), the removal of parking courts and pedestrian access to Muller Lane, reconfiguration of the park site and lots surrounding the park, and the addition of a six foot block wall and five-foot landscape strip adjacent to the block wall along Muller Lane. The approval is subject to the conditions noted below. All prior conditions under the Planned Development remain in full force and effect.

1. The applicant shall submit landscape/irrigation plans and wall detail as part of the improvement plan review. The landscape area shall contain street trees, shrubs, and ground cover. The design of the block wall shall meet section 4.18 of the Douglas County Design Criteria and Improvement Standards Manual which require offsets, varying wall textures and colors.
2. The applicant shall provide a minimum 20-foot pedestrian access easement between lots 73 and 74, and include a minimum 5-foot meandering sidewalk, with the remaining area landscaped with deciduous trees and turf.

This is the final decision regarding your Development Application for a minor modification to the planned development. This approval shall expire on January 9, 2005 (the date is the same as the original approval date), unless a final map is recorded by that date, or upon the expiration of the site improvement permit. Extensions of time may be granted in accordance with Douglas County Code Section 20.30.020. Should you be aggrieved by any portion of this decision, you have until 5:00 PM, December 18, 2003 to file a complete Appeal of Decision application and applicable fees with the Community Development Department. Please note that this approval letter must be submitted with any final map or site improvement permit application.



0680554 Page: 24 Of 64 07/26/2006

BK- 0706
PG- 9018


EXHIBIT "C"

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

NO. _____
FILED
BY BARBARA M. EDWARDS
CLERK
DEC-8 09:17

Please feel free to contact me at 782-6211 if you have any questions regarding this matter.

Sincerely,

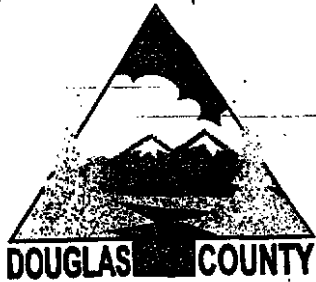


Mimi Moss AICP
Planning & Economic Development Manager

C: Park Cattle Co., P O Box 2249, Stateline NV 89449
Bruce Scott (via fax to RCI office, 883-1656)
Town of Minden
Cathe Pool
PD 02-05 & PD 03-008 File
Clerk

5/11/06 8:33:00 AM

mm.hrs.pd03-008(pd02-05modif).doc



COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Minden, Nevada 89423

Bob Nunes
DIRECTOR

775-782-9005
775-782-9010
FAX: 775-782-9007

Planning Division
Engineering Division
Building Division
Regional Transportation
Water/Sewer Utility
Road Maintenance
Code Enforcement

January 29, 2004

MAIL DELIVERED

Wendy Houglan
R O Anderson Engineering, Inc.
1603 Esmeralda Avenue
Minden, NV 89423

Re: DA 04-011 (Minor Modification to PD 02-05 for Park Cattle)

Dear Wendy,

The Community Development Department has reviewed and approved your minor modification to Planned Development (PD) 02-05, allowing the relocation of six (6) lots backing to Heybourne Road and removal of parking courts in order to increase the proposed detention area located at the corner of Heybourne Road and Muller Lane; the addition of a pedestrian access easement between lots 57 and 58; the continuation of the six foot block wall and five-foot landscape strip to lot 50; and an enhanced entrance. The approval is subject to the conditions listed below. All prior conditions under the Planned Development remain in full force and effect.

1. The 20-foot pedestrian access easement between lots 57 and 58 shall include a minimum 5-foot meandering sidewalk, with the remaining area landscaped with deciduous trees and turf.
2. The applicant shall submit landscape/irrigation plans and wall detail as part of the improvement plan review. The landscape area shall contain street trees, shrubs, and ground cover. The design of the block wall shall meet section 4.18 of the Douglas County Design Criteria and Improvements Standards Manual which requires offsets, varying wall textures and colors.
3. The applicant shall submit landscape/irrigation plans for the enhanced entrance. The enhanced entrance must be improved to a park like setting and must be consistent with Douglas County Code Section 20.694 and the Douglas County Design Criteria and Improvements Standards Manual.
4. This approval is subject to approval from the Town of Minden. The Town is scheduled to hear this item at the February 4, 2004 meeting.

This is the final decision regarding your Development Application for a minor modification to the planned development. This approval shall expire on January 9, 2005 (the date is the same as the original approval date), unless a final map is recorded by that date, or upon the expiration of the site improvement permit. Extensions of time may be granted in accordance with Douglas County Code Section 20.30.020. Should you be aggrieved by any portion of this decision, you



0680554 Page: 26 Of 64 07/26/2006

BK- 0706
PG- 9020

BY DEPUTY

BARBARA REED
CLERK

2004 JAN 29 PM 2:12

NO

FILED

have until 5:00 PM, February 12, 2004 to file a complete Appeal of Decision application and applicable fees with the Community Development Department. Please note that this approval letter must be submitted with any final map or site improvement permit application.

Please feel free to contact me at 782-6212 if you have any questions regarding this matter.

Sincerely,

Stephanie A Hicks

Stephanie A. Hicks, Junior Planner
Douglas County Community Development

MM
MM

Cc: Park Cattle Co., P O Box 2249, Stateline NV 89449
Bruce Scott (via fax to RCI office, 883-1656)
Town of Minden
Cathy Pool
PD 02-05 & PD 03-008 File
Clerk

COPY

**Monterra 270, LLC, Planned Unit Development PD 02-05
Regional Improvements Associated with PD 02-05
Exhibit D**

Description/Revised Specifications	Expected Costs	Douglas Cty	Town of Minden	LMAD
Phase 1				
Heybourne Roadway	\$ 524,765	x		
Buckeye Road	107,023	x		
Street Lights - Heybourne	21,000	x		
Street Lights - Buckeye Road	30,000	x		
Landscaping - Heybourne/Buckeye	116,811			x
Total	\$ 799,599			
Phase 2				
Heybourne Roadway	\$ 288,061	x		
Muller Parkway	1,120,938	x		
Street Lights - Heybourne Road	24,000	x		
Street Lights - Muller Parkway	63,000	x		
Sound Wall - Muller Parkway	160,000	x		
Landscape - Muller Parkway/medians/right of way	276,971	x		
Landscape - Heybourne Road	100,539			x
Total	\$ 2,033,509			
Phase 1 & 2				
Move Sierra Pacific Power Poles on Heybourne Drainage (Heybourne Road)	\$ 552,139	x		
Piping and drainage structures	1,021,660		x	
Total	\$ 1,573,799			
Grand Total	\$ 4,406,907			

Note: the above costs are expected hard costs based on the improvement plans. Overhead is not reflected in this schedule.



**MONTERRA 270 LLC, PLANNED UNIT DEVELOPMENT PD 02-05
REGIONAL IMPROVEMENTS ASSOCIATED WITH THE PD
DATA FOR EXHIBIT D (AS OF 4/10/06)**

Description/Originality Proposed	Cost	Description/Revised Specifications	Cost	Douglas Cty	Town of Minden	LMAD
Phase 1						
Heybourne Roadway	272,330	Heybourne Roadway	524,765	X		
Buckeye Road	107,023	Buckeye Road	107,023	X		
Street Lights - Heybourne	21,000	Street Lights - Heybourne	21,000	X		
Street Lights - Buckeye Road	30,000	Street Lights - Buckeye Road	30,000	X		
Landscaping/Heybourne	118,811	Landscaping - Heybourne/Buckeye	118,811			X
Total	547,164		799,599			
Phase 2						
Heybourne Roadway	149,494	Heybourne Roadway	288,061	X		
Muller Parkway	581,719	Muller Parkway	1,120,938	X		
Street Lights - Heybourne Road	24,000	Street Lights - Heybourne Road	24,000	X		
Street Lights - Muller Parkway	63,000	Street Lights - Muller Parkway	63,000	X		
Sound Wall - Muller Parkway	160,000	Sound Wall - Muller Parkway	160,000	X		
Landscape - Muller Parkway/medians/right of way	276,971	Landscape - Muller Parkway/medians/right of way	276,971	X		
Landscape - Heybourne Road	100,539	Landscape - Heybourne Road	100,539			X
Total	1,355,723		2,033,509			
Phase 1 & 2						
Move Sierra Pacific Power Poles on Heybourne	552,139	Move Sierra Pacific Power Poles on Heybourne	552,139	X		
Drainage (Heybourne Road)	589,267	Drainage (Heybourne Road)	1,021,660		X	
Pipe Heybourne Ditch		Pipe Heybourne Ditch				
Total	1,141,406		1,573,799			
Grand Total	3,044,293	Grand Total	4,408,907			



SUMMARY

An ordinance adopting the Development Agreement for Park Cattle Company for the Muller Parkway Extension (APN 1320-34-001-001, 1320-27-002-001, 1320-28-000-006, 1320-28-000-005, 1320-28-000-011, 1320-28-000-001, 1320-21-000-012, 1320-21-000-011 and 1320-21-000-014)

TITLE

AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT FOR PARK CATTLE COMPANY FOR THE MULLER PARKWAY EXTENSION (APN 1320-34-001-001, 1320-27-002-001, 1320-28-000-006, 1320-28-000-005, 1320-28-000-011, 1320-28-000-001, 1320-21-000-012, 1320-21-000-011 and 1320-21-000-014)

PURSUANT TO DOUGLAS COUNTY CODE CHAPTER 20.400 AND PROVIDING OTHER PROPERLY RELATED MATTERS

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

SECTION I: The Board finds that the attached development agreement for Park Cattle Company conforms with the maps and policies of the master plan in that it will result in the construction of a planned roadway, and the expense for the construction will be shared by adjacent development; that it complies with the provisions of Chapter 278 of the Nevada Revised Statutes; that it is consistent with the provisions of Title 20 of the Douglas County Code; that it will not be detrimental to adjacent property owners or the community, and that plans are included therein to address the timing of the improvements; and that it provides a clear and substantial benefit to the residents of Douglas County.

SECTION II: Pursuant to Douglas County Code Chapter 20.400, the development agreement for Park Cattle Company which is attached to this ordinance is approved upon this ordinance's effective date.

PROPOSED on November ²³~~4~~, 2004.

PROPOSED by TIM SMITH

PASSED on JANUARY 6, 2005.



Ordinance No. 2004R-1097
Page Two

VOTE: Ayes: Commissioners KELLY KITE
JAMES BAUSHKE
TIM SMITH

RECUSED: JACQUES ETCHEGOYHEN

Nays: Commissioners
DOUG JOHNSON

Absent: Commissioners
NONE

Kelly D. Kite
KELLY D. KITE, CHAIRMAN

ATTEST:

Barbara J. Reed
BARBARA J. REED, CLERK
by: Lynne, Clerk to Board

This ordinance shall be in full force and effect on
JANUARY 20, 2005.



AGREEMENT

THIS AGREEMENT is entered between Park Cattle Co., a Nevada corporation, "Landowner", and Douglas County, a political subdivision of the State of Nevada, "County".

Landowner is the owner of certain real property located in Douglas County, Nevada, described herein as APN 1320-34-001-001, 1320-27-002-001, 1320-28-000-006, 1320-28-000-005, 1320-28-000-011, 1320-28-000-001, 1320-21-000-012, 1320-21-000-011 and 1320-21-000-014.

The Muller Parkway Extension is a planned regional road, or highway, which is described on the attached drawing, "Muller Parkway, Final Right-of-Way Exhibit, dated October 27, 2004," which passes through the parcels set forth above.

FOR AND IN CONSIDERATION of the mutual covenants, promises and conditions set forth herein, the parties agree as follows:

1. Landowner agrees to dedicate to County for street and highway purposes the section of the Muller Parkway Extension, 105' in width, generally described in the attached drawing, "Park Cattle Company, Muller Parkway Right-of-Way Offer of Dedication" prepared by R.O. Anderson Engineering, Inc., dated October 27, 2004, attached and incorporated by reference.

2. In exchange for the foregoing, the County agrees to construct a two lane highway to rural road standards within the same, as set forth in the Douglas County Design Criteria and

Improvement Standards. The County will also reimburse the Landowner for the reasonable costs of relocating the slough on APN 1320-28-000-011. To insure compatibility with existing rural residential land uses to the East of Landowner's property South of Buckeye Road, the County has submitted a change in the land use designation of portions of Landowner's property, APN 1320-27-002-001 and APN 1320-34-001-001, to rural residential, which is also graphically represented on the drawing "Park Cattle Company, Muller Parkway Right-of-Way Offer of Dedication" dated October 26, 2004.

3. Landowner will cause good and sufficient instruments to be executed, delivered and recorded to effect the dedication.

4. Construction is to take place within seven (7) years of the recording of such instruments of dedication, or within five (5) years of acquisition of right of way on adjacent property to the South, APN 1320-34-002-001. 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 County shall be deemed to have acquired said right of way.

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.

"Construction" is defined to mean that the entire length of the road is actually constructed and accepted, or that contracts for the construction of the same have been funded and awarded prior to the expiration of the period described above, containing terms for the completion thereof within twelve (12) months of having been awarded. The County's failure to construct within the time periods set forth herein will constitute a default.

5. The parties anticipate minor modifications to the planned alignment, subject to the agreement of the parties, which will not be unreasonably withheld. If modification takes place after the recording of the instruments of conveyance, then it shall be governed by NRS 244.276, with reversion of the abandoned portions to the abutting landowner.

6. The alignment is subject to review and comment by the Water Conveyance Advisory Committee.

7. The road constructed will be "limited access", with access points by Landowner as follows:

A. At the intersection with Buckeye Road.

B. In the vicinity of the Section Line between

Sections 20 and 21.

C. In the vicinity of the current boundary between APN 1320-21-000-011 and 012.

D. North of Buckeye Road in the vicinity of the structures on APN 1320-28-000-011.

E. Southeast of the place where the Parkway crosses the current boundary between APN 1320-28-000-005 and 006.

F. Northeast of the Section Corner at Sections 28, 27, 33 and 24.

G. An access point may be located adjacent to the portion of Landowner's property receiving the new land use designation.

Future access to the road will be subject to approval of the County.

8. Construction of additional improvements within the right-of-way will take place in the following ways:

A. If construction of improvements, including, but not limited to approach or drainage improvements, acceleration and deceleration lanes, turn lanes, curb, gutter or sidewalk is required to serve the access points or subsequent development adjacent or proximate to Muller Parkway, then the developer of the same shall be required to construct such improvements.

B. If public use of the Muller Parkway requires that it be expanded or otherwise improved, then, subject to the availability of public funding, the County or other public agency with jurisdiction to occupy and improve the right of way will bear the costs of such construction.



C. If the cumulative impact of additional development that uses Muller Parkway leads or may lead to the necessity that it be expanded, then such additional development can be assessed for a proportionate share of the costs, in the manner provided by law.

9. 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, provided, however, that the absence of such funding shall not preclude a reversion of title to Landowner as provided in Paragraph 12 hereof.

10. The failure of a party to this Agreement to abide by its terms 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 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.



11. In addition to specific provisions of this 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, nor parties to this Agreement, enactment supplementary environmental regulation, or similar bases for excused performance. If written notice of such delay is given to the other party 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.

12. If the County is in default for failure to complete construction as required by Paragraphs 2 and 4, then title will revert to Landowner, and County shall execute, acknowledge and deliver to Landowner such documents as may be reasonably required for that purpose.

13. 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.

14. 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.

15. This Agreement is binding on the parties, their heirs, successors and assigns.

16. Landowner 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 Agreement.

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

18. This 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 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.

19. 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.

20. This Agreement may be signed in counterparts.

Dated the 6th day of January, 2005.

DOUGLAS COUNTY, NEVADA



By: CHAIRMAN
DOUGLAS COUNTY COMMISSIONERS
PARK CATTLE CO.

By: 

ATTEST:
BARBARA REED, Douglas County
Clerk

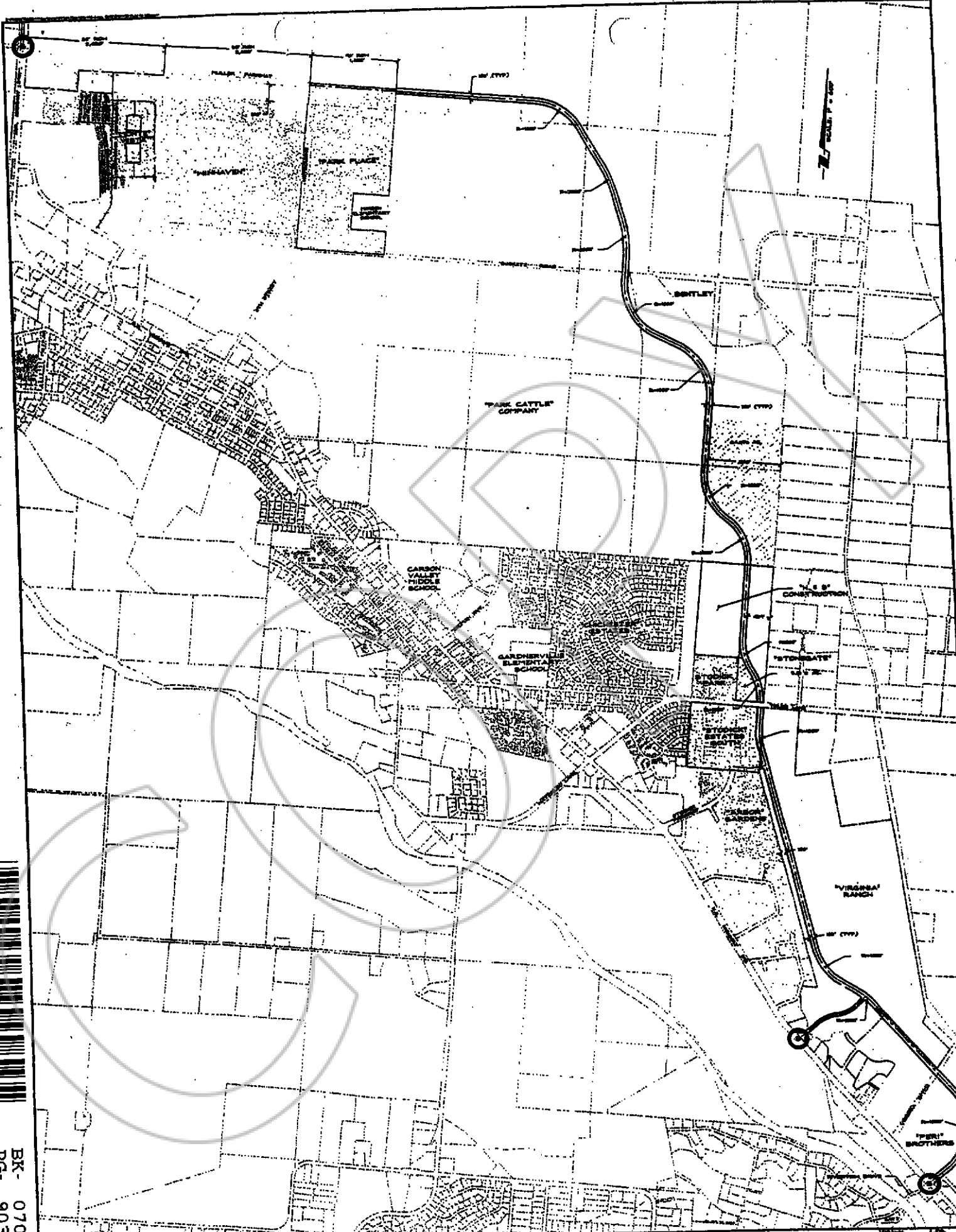
By: _____

APPROVED FOR FORM
SCOTT DOYLE, Douglas County
District Attorney

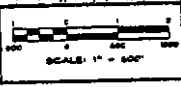

By: _____



BK- 0706
PG- 9034



NO.	REVISION	DATE

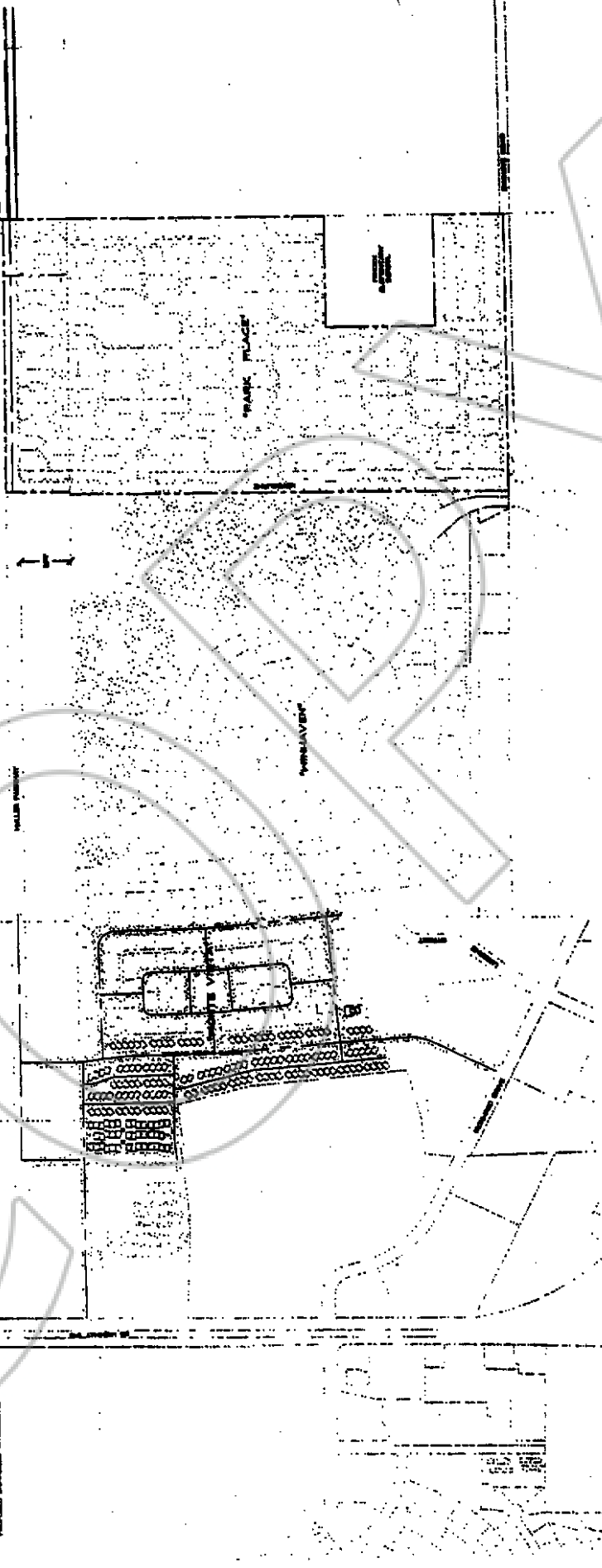


Anderson
ENGINEERING INC.
1000 W. 10th Street, Suite 100
Gardner, KS 67044
Tel: 785-853-8800
Fax: 785-853-8801
www.andersoneng.com

MULLER PARKWAY
FINAL RIGHT-OF-WAY ALIGNMENT EXHIBIT

DATE	BY	CHKD
07/27/06		

SCALE: 1" = 200'



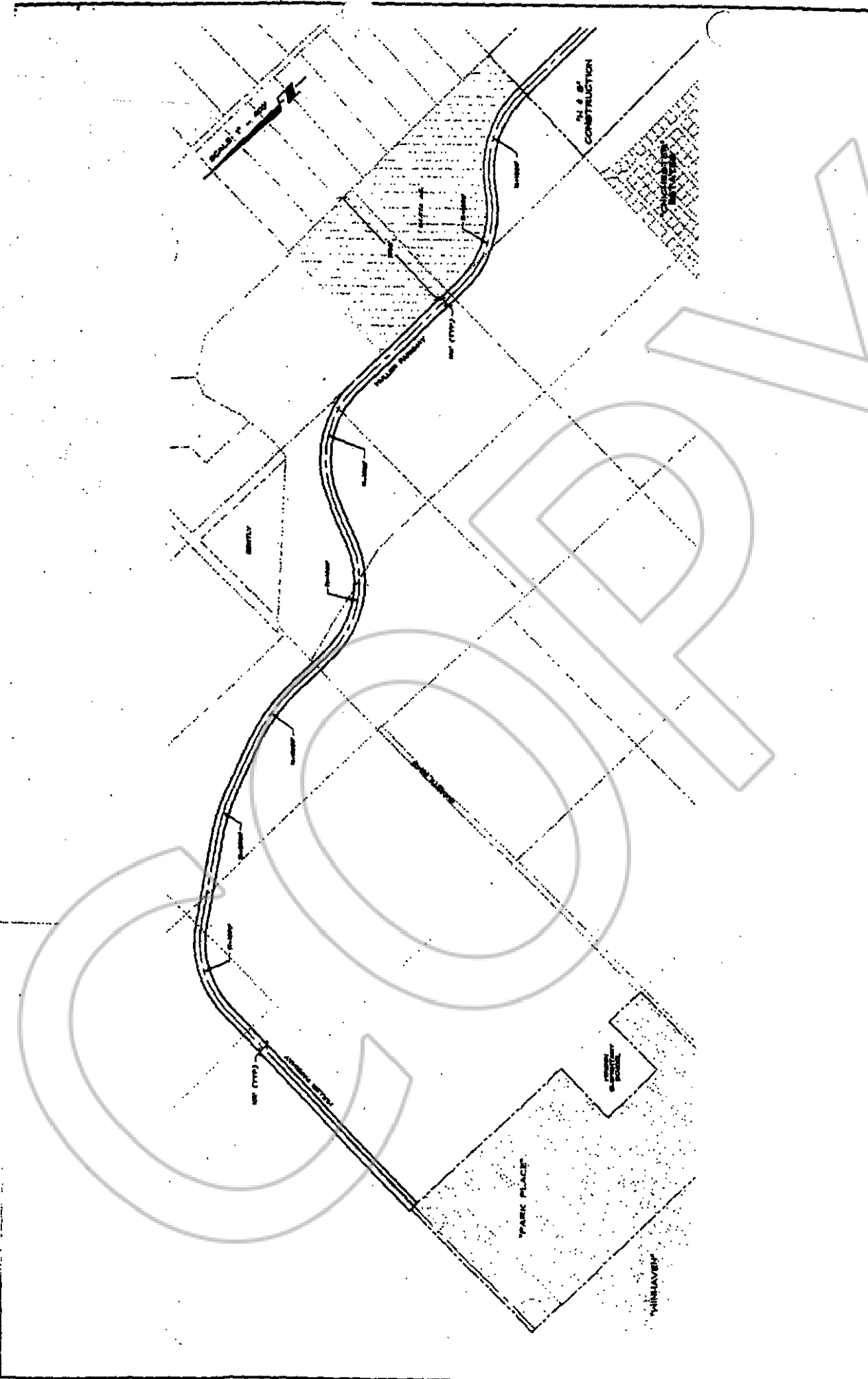
DATE	BY	REVISION
07/26/2006	PA	1.00
08/01/2006	PA	1.01
08/01/2006	PA	1.02
08/01/2006	PA	1.03
08/01/2006	PA	1.04
08/01/2006	PA	1.05
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08/01/2006	PA	1.08
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08/01/2006	PA	1.12
08/01/2006	PA	1.13
08/01/2006	PA	1.14
08/01/2006	PA	1.15
08/01/2006	PA	1.16
08/01/2006	PA	1.17
08/01/2006	PA	1.18
08/01/2006	PA	1.19
08/01/2006	PA	1.20

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

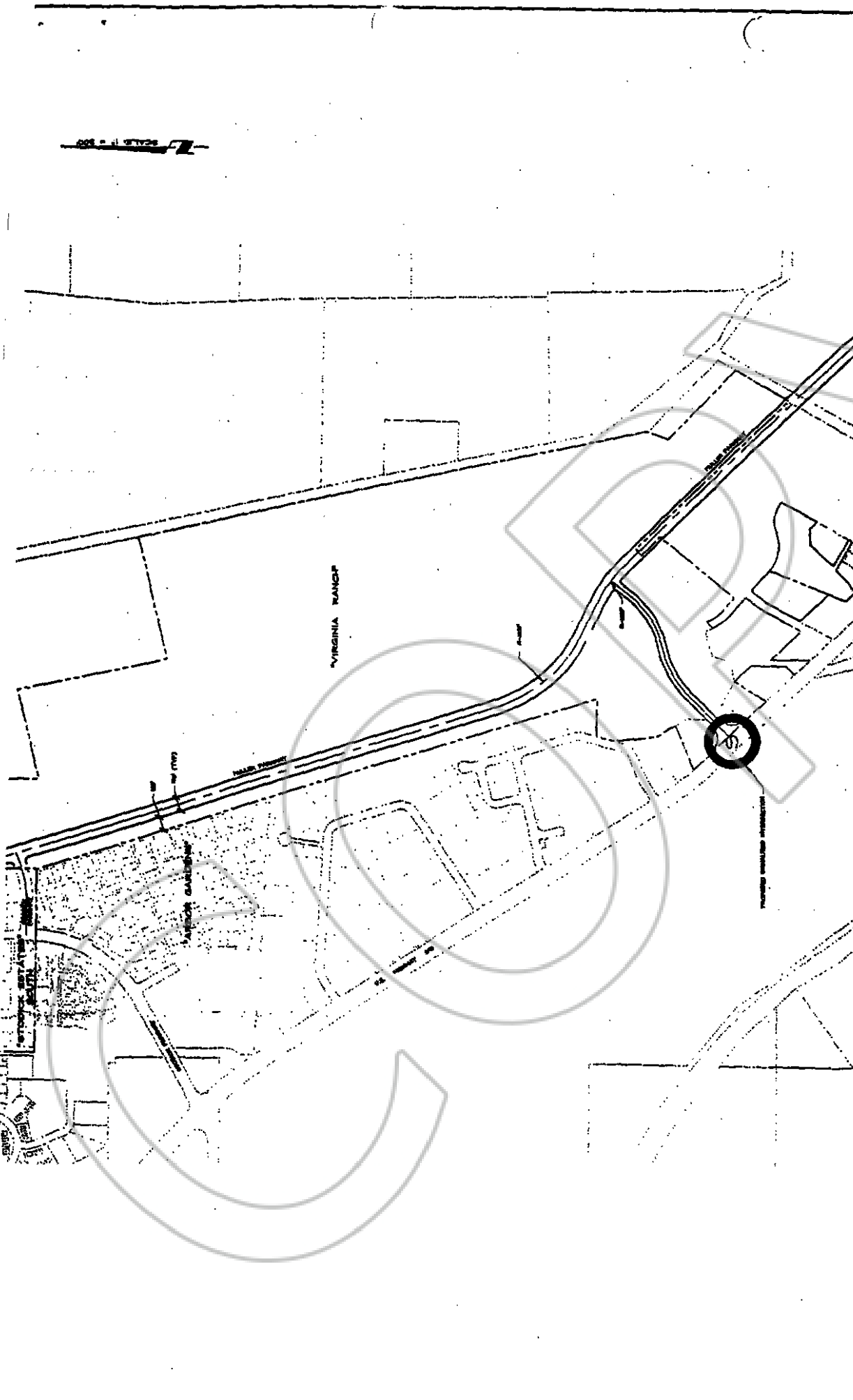
Anderson
 ENGINEERING INC.
 1000 S. RAY BLVD., SUITE 100
 LAS VEGAS, NV 89102
 (702) 735-1100
 FAX (702) 735-1101
 WWW.ANDERSONENGINEERING.COM



NO.	DATE	DESCRIPTION
1	07/26/2006	ISSUED FOR PERMIT
2	08/01/2006	REVISIONS
3	08/01/2006	REVISIONS
4	08/01/2006	REVISIONS
5	08/01/2006	REVISIONS
6	08/01/2006	REVISIONS
7	08/01/2006	REVISIONS
8	08/01/2006	REVISIONS
9	08/01/2006	REVISIONS
10	08/01/2006	REVISIONS



NO. DATE	REVISIONS	 SCALE: 1" = 40'	 Anderson ENGINEERING INC. 1000 W. 10th Street Oklahoma City, Oklahoma 73106 Phone: (405) 241-1111 Fax: (405) 241-1112	PARK CATTLE COMPANY MULLER PARKWAY RIGHT-OF-WAY OFFER OF DEDICATION		PROJECT NO. 0706 DRAWING NO. 9036 SHEET NO. 03 TOTAL SHEETS 03
				PREPARED BY: [] CHECKED BY: [] DESIGNED BY: [] DATE: []		



SHEET NO. 1
 TOTAL SHEETS 1
 DATE: 07/26/2006

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

Anderson
 ENGINEERING INC.
 1000 S. 10th Street
 Phoenix, AZ 85001

SCALE: 1" = 50'
 DATE: 07/26/2006

0680554 Page: 44 Of 64 07/26/2006
 BK- 0706
 PG- 9038

Cont. to
2-3-05
Second/2nd
Redug?

SUMMARY

An ordinance adopting the Development Agreement for Nevada Northwest, LLC; Scotsman Development Corporation; H&S Construction, Inc.; Sierra Nevada SW Enterprises, Ltd.; and Virginia Ranch Development Corporation, for the Muller Parkway Extension

TITLE

AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT FOR NEVADA NORTHWEST, LLC; SCOTSMAN DEVELOPMENT CORPORATION; H&S CONSTRUCTION, INC.; SIERRA NEVADA SW ENTERPRISES, LTD.; AND VIRGINIA RANCH DEVELOPMENT CORPORATION, FOR THE MULLER PARKWAY EXTENSION

PURSUANT TO DOUGLAS COUNTY CODE CHAPTER 20.400 AND PROVIDING OTHER PROPERLY RELATED MATTERS

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

SECTION I: The Board finds that the attached development agreement for Nevada Northwest, LLC; Scotsman Development Corporation; H&S Construction, Inc.; Sierra Nevada SW Enterprises, Ltd.; and Virginia Ranch Development Corporation, for the Muller Parkway Extension, conforms with the maps and policies of the master plan in that it will result in the construction of a planned roadway, and the expense for the construction will be shared by adjacent development; that it complies with the provisions of Chapter 278 of the Nevada Revised Statutes; that it is consistent with the provisions of Title 20 of the Douglas County Code; that it will not be detrimental to adjacent property owners or the community, and that plans are included therein to address the timing of the improvements; and that it provides a clear and substantial benefit to the residents of Douglas County.

SECTION II: Pursuant to Douglas County Code Chapter 20.400, the development agreement for Nevada Northwest, LLC; Scotsman Development Corporation; H&S Construction, Inc.; Sierra Nevada SW Enterprises, Ltd.; and Virginia Ranch Development Corporation, for the Muller Parkway Extension which is attached to this ordinance is approved upon this ordinance's effective date.

PROPOSED on November 4, 2004.

PROPOSED by _____

PASSED on _____, 2004.



Ordinance No. 2004R-1097
Page Two

VOTE: Ayes: Commissioners _____

Nays: Commissioners _____

Absent: Commissioners _____



KELLY D. KITE, CHAIRMAN

ATTEST:

BARBARA J. REED, CLERK

This ordinance shall be in full force and effect on _____, 2004.

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into this _____ day of _____, 2004 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 developer 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, intends to submit Land Use Applications 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.

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;
- (2) the requirement that Nevada Northwest or Scotsman Development Corporation construction additional storm capacity under Muller Parkway Extension;
- (3) the requirement that Nevada Northwest or Scotsman Development Corporation obtain additional right-of-way for construction of Muller Parkway Extension; and
- (4) the requirement that Nevada Northwest or Scotsman Development Corporation construct additional width to Muller Parkway Extension.

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, "Stocick 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 extension will be developed according to the land use regulations in effect at the time of such development. At the time of this agreement, the land use regulations in effect provide for a rural residential land use designation, and the RR5 zoning district.

(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, "Stocick 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. CONSTRUCTIONS 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 five year period, 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

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

By: _____
James S. Bradshaw
President

By: _____
James S. Bradshaw
President



SCOTSMAN DEVELOPMENT CORPORATION, a Nevada corporation

VIRGINIA RANCH DEVELOPMENT CORPORATION, a Nevada corporation

By: _____
James S. Bradshaw
Secretary

By: _____
James S. Bradshaw
Secretary

H&S CONSTRUCTION COMPANY

DOUGLAS COUNTY, a political subdivision of the State of Nevada

By: _____
Its: _____

By: [Signature]
Its: Chairman

ATTEST:
BARBARA REED, Douglas County Clerk

By: _____

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2004, 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.

NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

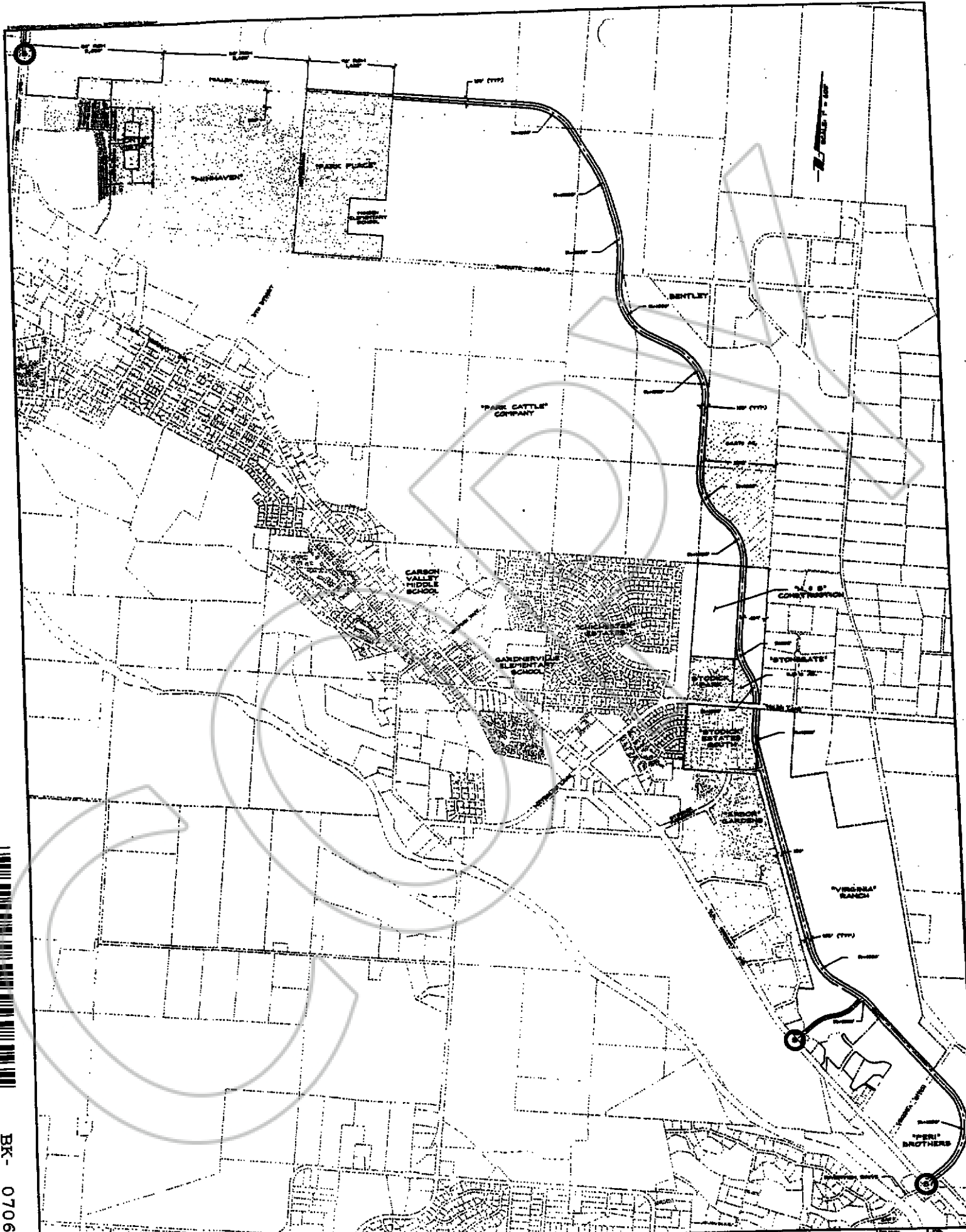
On this _____ day of _____, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized 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.

NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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.

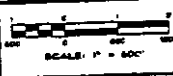


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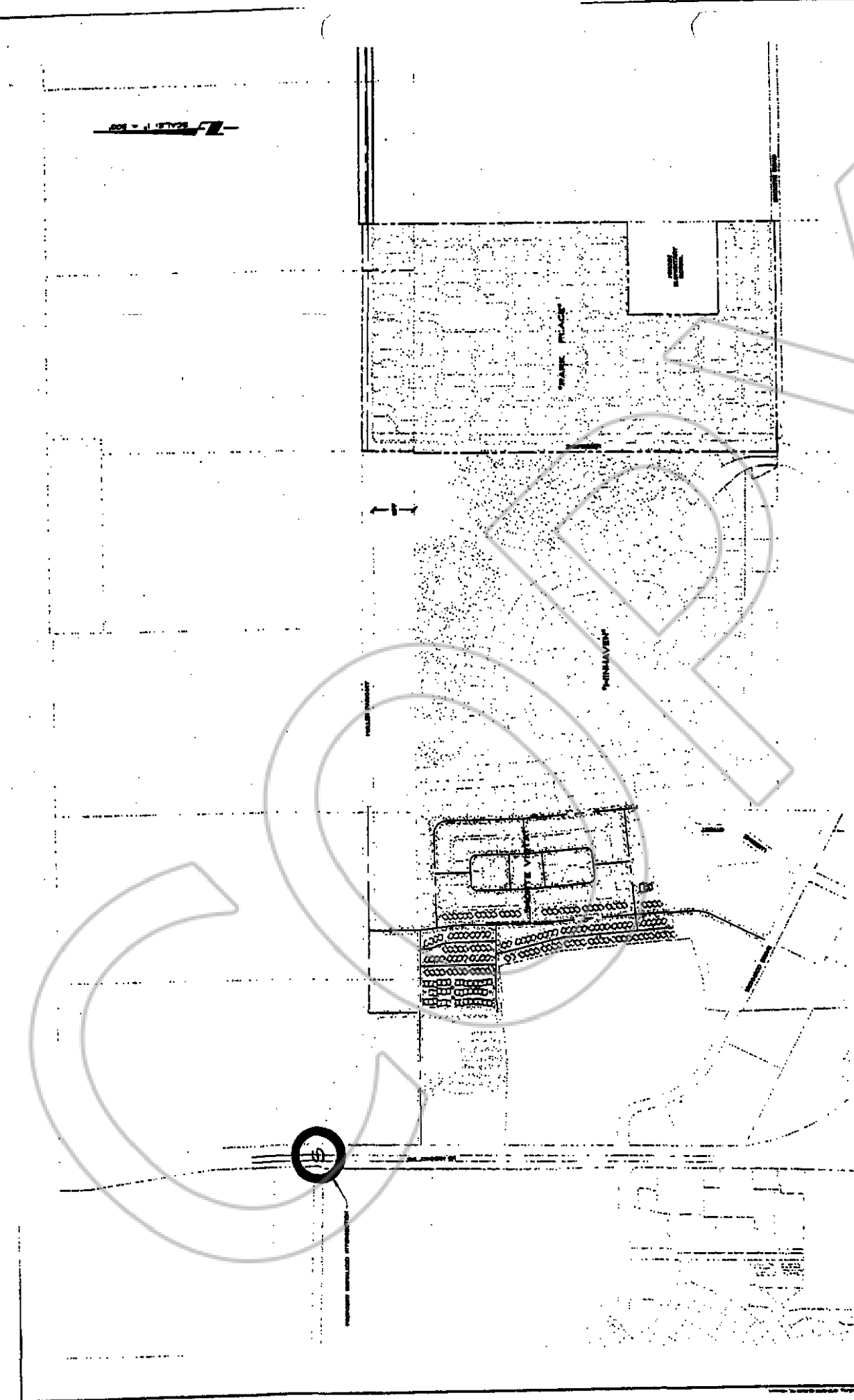
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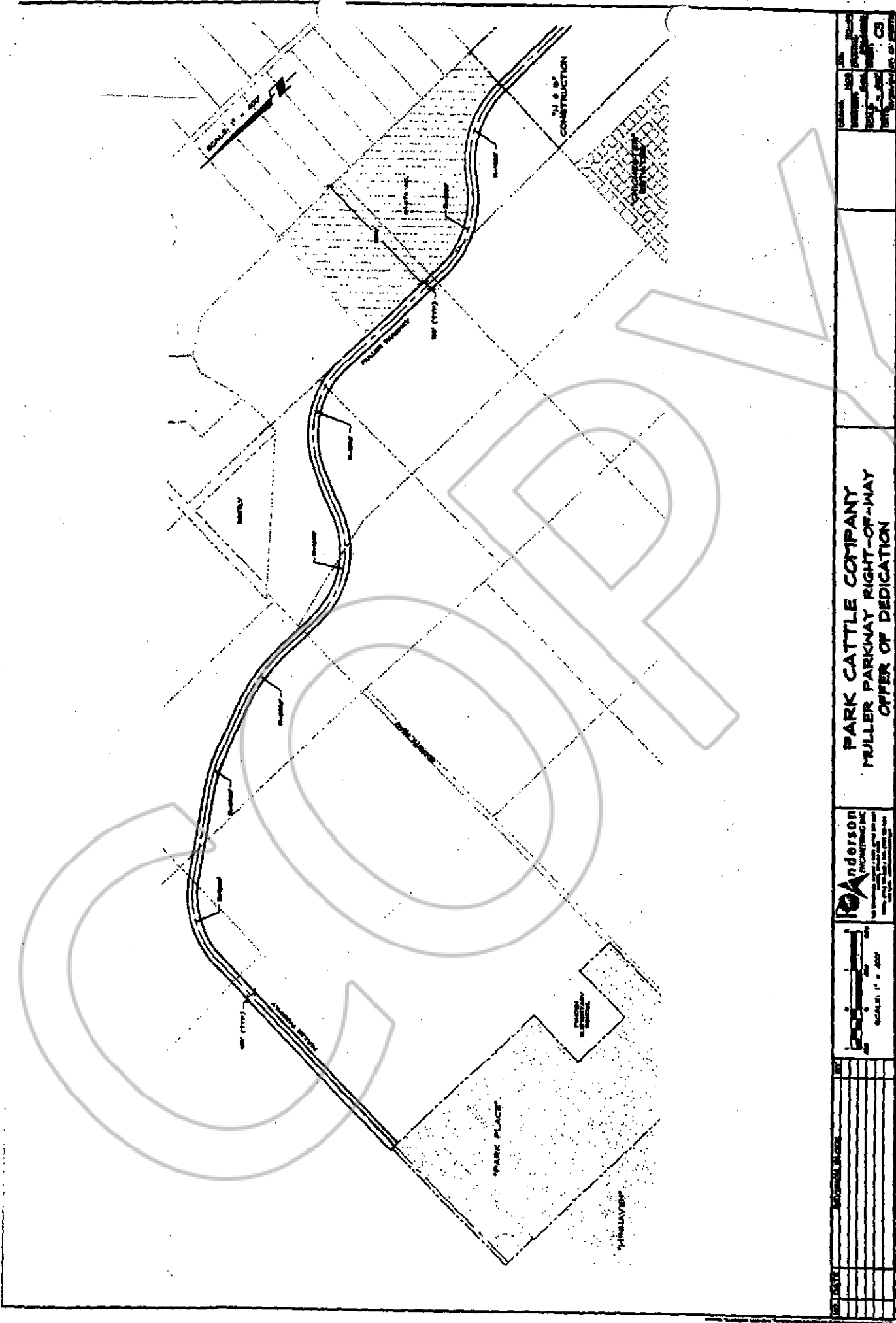


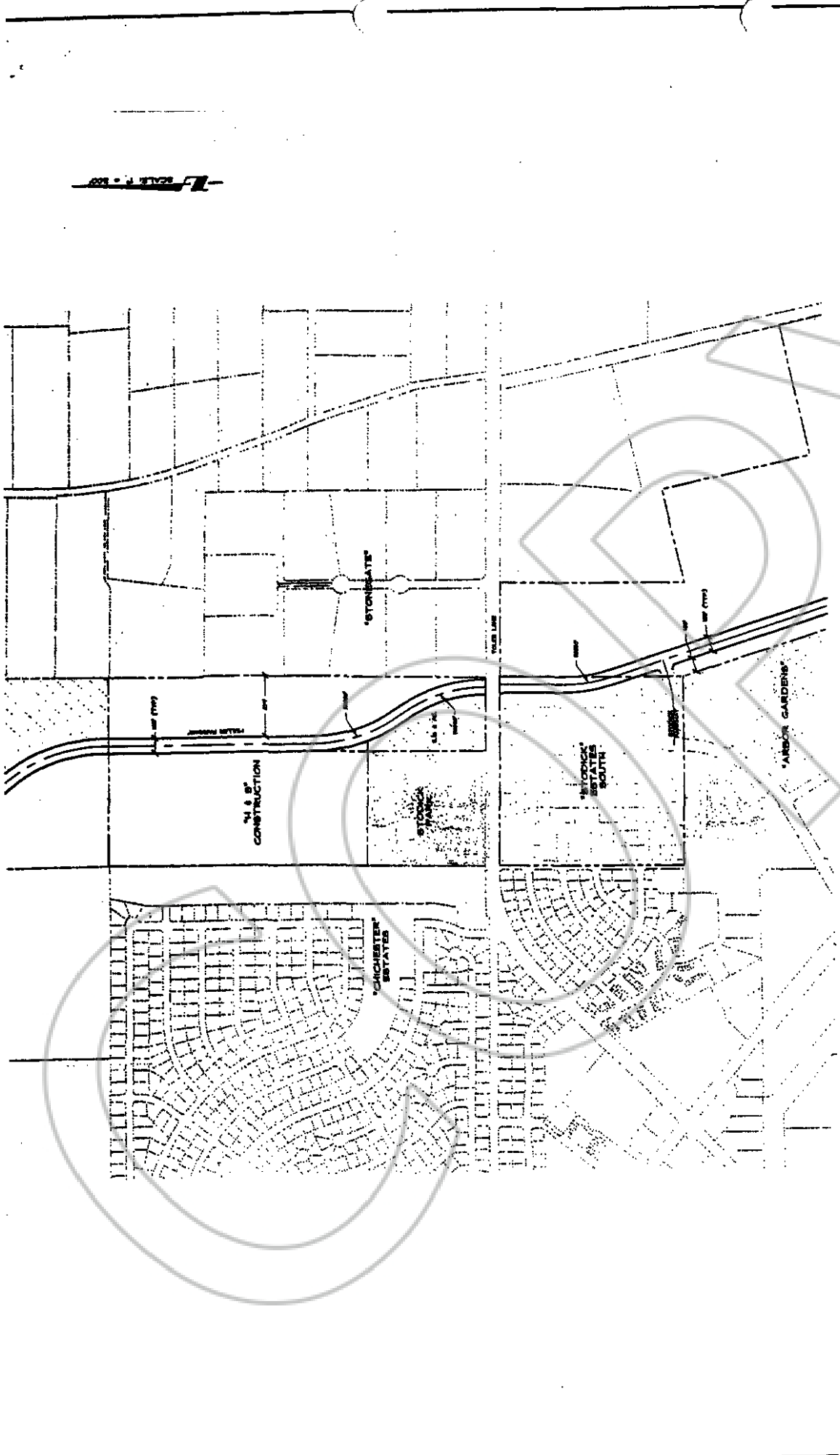
MULLER PARKWAY
FINAL RIGHT-OF-WAY ALIGNMENT EXHIBIT

DATE	NO.	BY	CHKD.
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NO. DATE	REVISIONS	BY	DATE	SCALE: 1" = 300'		NEVADA NORTHWEST, LLC MULLER PARKWAY RIGHT-OF-WAY OFFER OF DEDICATION	SHEET NO. 001 TOTAL SHEETS 02



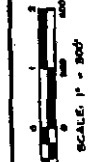


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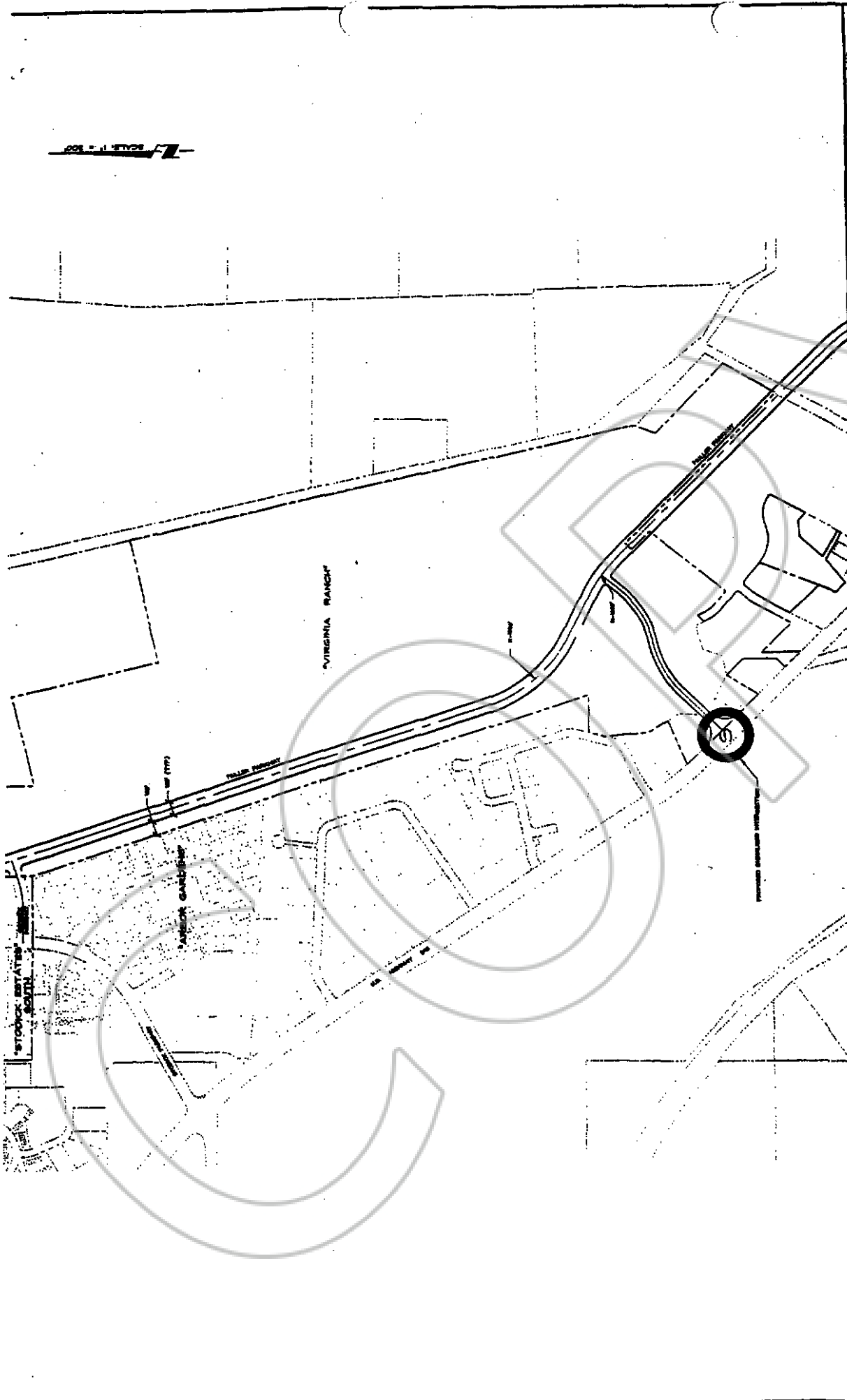
PROJECT NO. 10-00
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 DATE: 10/26/06
 COUNTY: CA
 CITY: SAN JOSE, CA

**STODICK ESTATES
 MULLER PARKWAY RIGHT-OF-WAY
 OFFER OF DEDICATION**

Anderson
 ENGINEERING INC.
 1000 S. Bascom Ave., Suite 200
 San Jose, CA 95128
 Phone: (408) 921-1100
 Fax: (408) 921-1101



NO.	DATE	REVISIONS

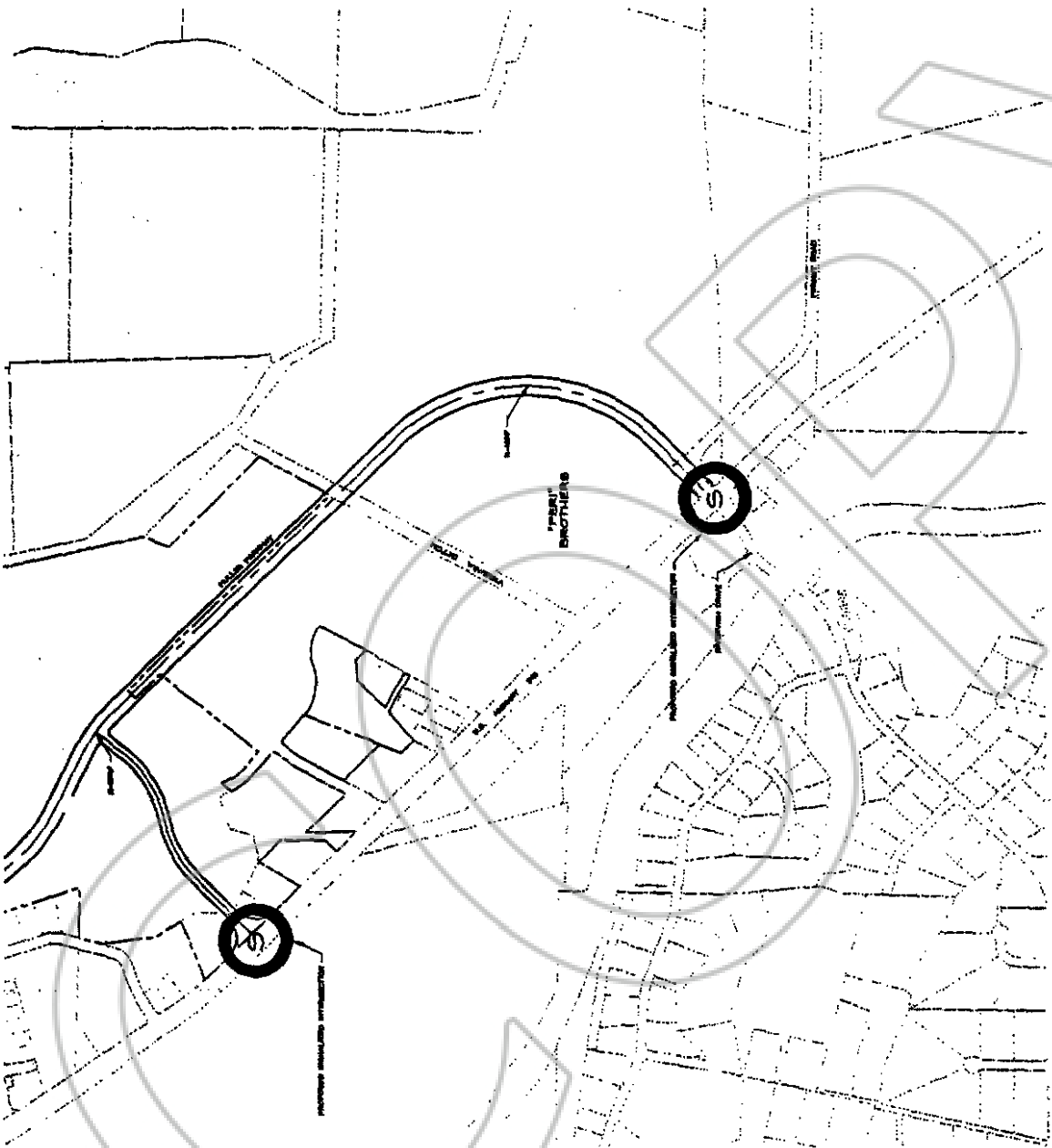


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				Anderson ENGINEERING INC. 1000 S. 10th Street, Suite 100 Phoenix, AZ 85026 Phone: (602) 998-1111 Fax: (602) 998-1112 Email: info@andersoneng.com		VIRGINIA RANCH MULLER PARKWAY RIGHT-OF-WAY OFFER OF DEDICATION		SHEET NO. 01 TOTAL SHEETS 100		DATE: 07/26/2006 DRAWN BY: [Name] CHECKED BY: [Name]		PROJECT NO. 0680554 DRAWING NO. 01		SCALE: 1" = 300' DATE: 07/26/2006		NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 NO. 6 NO. 7 NO. 8 NO. 9 NO. 10 NO. 11 NO. 12 NO. 13 NO. 14 NO. 15 NO. 16 NO. 17 NO. 18 NO. 19 NO. 20 NO. 21 NO. 22 NO. 23 NO. 24 NO. 25 NO. 26 NO. 27 NO. 28 NO. 29 NO. 30 NO. 31 NO. 32 NO. 33 NO. 34 NO. 35 NO. 36 NO. 37 NO. 38 NO. 39 NO. 40 NO. 41 NO. 42 NO. 43 NO. 44 NO. 45 NO. 46 NO. 47 NO. 48 NO. 49 NO. 50 NO. 51 NO. 52 NO. 53 NO. 54 NO. 55 NO. 56 NO. 57 NO. 58 NO. 59 NO. 60 NO. 61 NO. 62 NO. 63 NO. 64 NO. 65 NO. 66 NO. 67 NO. 68 NO. 69 NO. 70 NO. 71 NO. 72 NO. 73 NO. 74 NO. 75 NO. 76 NO. 77 NO. 78 NO. 79 NO. 80 NO. 81 NO. 82 NO. 83 NO. 84 NO. 85 NO. 86 NO. 87 NO. 88 NO. 89 NO. 90 NO. 91 NO. 92 NO. 93 NO. 94 NO. 95 NO. 96 NO. 97 NO. 98 NO. 99 NO. 100																																																																																			

0680554 Page: 62 Of 64 07/26/2006



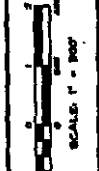
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PROJECT NO. 10-01
 PREPARED BY PERI BROTHERS
 DATE 7-2007
 DRAWN BY PERI BROTHERS

PERI BROTHERS
MULLER PARKWAY RIGHT-OF-WAY
OFFER OF DEDICATION

Anderson
 ENGINEERING INC.
 1000 W. 10TH AVE. SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112



NO.	DATE	REVISION	BY

COPY

CERTIFIED COPY **SEAL**

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: July 25 2006
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carole M. Mullock Deputy



BK- 0706
PG- 9058