

OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: AUGUST 12, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 11 Fee: 0.00
BK-0810 PG- 2769 RPTT: 0.00



Name: CYNTHIA GREGORY, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

DEVELOPMENT AGREEMENT AMENDMENT #2010.194

(Title of Document)

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

This First Amendment to the Development Agreement is made this 7th of February, 2008 by and between H&S CONSTRUCTION, INC., a Nevada Corporation (H&S), as Developer of those certain projects known as STODICK ESTATES SOUTH and ASHLAND PARK, located in Douglas County, Nevada, and DOUGLAS COUNTY, a political subdivision of the State of Nevada, (County) on the following facts terms and conditions:

RECITALS

- A. H&S is the owner and developer of certain real property located in Douglas County, Nevada.
- B. Specifically, H&S is the owner and developer of two residential planned developments known as Stodick Estates South and Ashland Park.
- C. Together with the owners and developers of other real property in Douglas County, the Parties have entered into a Development Agreement dated February 3, 2005 ("Development Agreement") document # 0639085, book 0305, pages 6260-6275, providing, among other things, for the design and construction of a Regional Bypass Road from Virginia Ranch Road in south Gardnerville to the Muller Lane-Highway 395 intersection north of Minden (Muller Parkway).

[Signature]
TED THIRAN
CLERK

2010 AUG 12 AM 10: 57

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FILED

D. Pursuant to the terms of the Development Agreement, H&S and the COUNTY agreed to certain obligations with regard to the dedication and construction of certain portions of Muller Parkway.

E. On or about January 13, 2006, the COUNTY approved the Ashland Park Planned Development allowing for the development of 292 residential condominium units adjacent to Stodick Park and the planned Muller Parkway.

F. Among the conditions of approval for Ashland Park, H&S is obligated to construct a portion of Muller Parkway in accordance with the terms of the Development Agreement.

G. Pursuant to the County's approval of Ashland Park, the COUNTY is responsible for the cost of the eastern half of Muller Parkway where the road is adjacent to Ashland Park.

H. The parties desire to modify each others obligations with regard to the timing and completion of portions of Muller Parkway in accordance with the terms of this Amendment to Development Agreement.

I. In addition, the parties desire to provide for the dedication of certain drainage easements and/or improvements by H&S as well as a modification of the phasing plan for Ashland Park.

The Parties agree to amend the Development Agreement by amending or adding the following sections:

1.2 H &S CCONSTRUCTION:

1.2.5 MULLER PARKWAY:

The parties agree that H&S is no longer obligated, pursuant to Condition 6(f) of the County's January 13, 2006, approval of Ashland Park, to construct the easterly-half of Muller Parkway and the County is correspondingly no longer be obligated to reimburse H&S for construction. H&S has designed the easterly-half of Muller Parkway adjacent to the Project and the County agrees to pay H&S the actual cost of the design on County's approval of the final construction documents in an amount not to exceed \$40,000. This amount will be paid within 60 days of the County's approval of the final construction documents. H&S will complete the design and construction of the westerly-half of Muller Parkway as shown in Exhibit B (Phasing Schedule), attached.

1.2.6 DRAINAGE:

In an effort to address wide-ranging regional drainage concerns, H&S agrees to dedicate a regional drainage easement on its real property depicted on the attached Exhibit "A" that is incorporated by this reference. The easement depicted in Exhibit "A" must be dedicated to the County prior to recordation of the first final subdivision map for Ashland Park. This dedication does not relieve H&S of any other drainage improvements required of its approvals and does not obligate the County to provide any improvements in the easement. The parties understand that a district for regional flooding may be created that includes this property and agree to participate in the district.

1.2.7. PHASING PLAN AND DEVELOPMENT SCHEDULE:

As consideration for the provision of the drainage easement described above and removal of the County's obligation with regard to reimbursement for construction of the easterly-

half of Muller Parkway, the phasing plan for Ashland Park is modified as set forth on the attached Exhibit "B" that is incorporated by this reference.

7.7. This Agreement or any amendment may be signed in counterparts.

DOUGLAS COUNTY,
a political subdivision of the state of Nevada

H&S CONSTRUCTION COMPANY,
a Nevada corporation

Kelly D. [Signature]
Chairman

Randy Harris [Signature]
Randy Harris, President

Dated: 2/8/08

Dated: 2.7-08

The following LANDOWNERS have no objection to the First Amendment to the Development Agreement.

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

[Signature]
James S. Bradshaw, President

[Signature]
James S. Bradshaw, President

Dated: 4 Feb 2008

Dated: 4 Feb 2008

SCOTSMAN DEVELOPMENT
CORPORATION, a Nevada Corporation

VIRGINIA RANCH DEVELOPMENT
CORPORATION, a Nevada Corporation

[Signature]
James S. Bradshaw, Secretary

[Signature]
James S. Bradshaw, Secretary

Dated: 4 FEB 2008

Dated: 4 Feb 2008

Approved as to form:

Cynthia Gregory
District Attorney

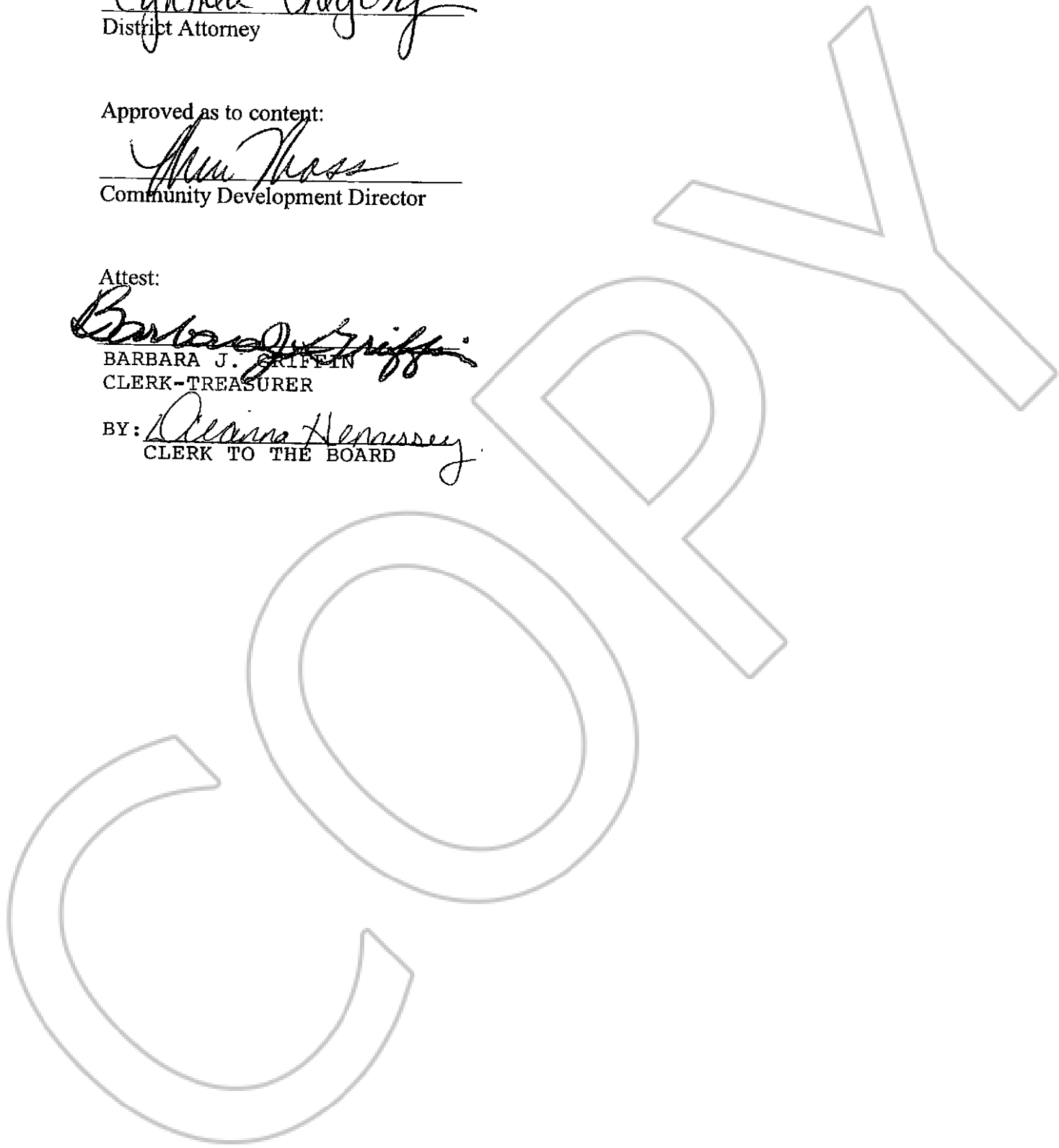
Approved as to content:

Mu Thass
Community Development Director

Attest:

Barbara J. Griffin
BARBARA J. GRIFFIN
CLERK-TREASURER

BY: Deanna Hennessy
CLERK TO THE BOARD



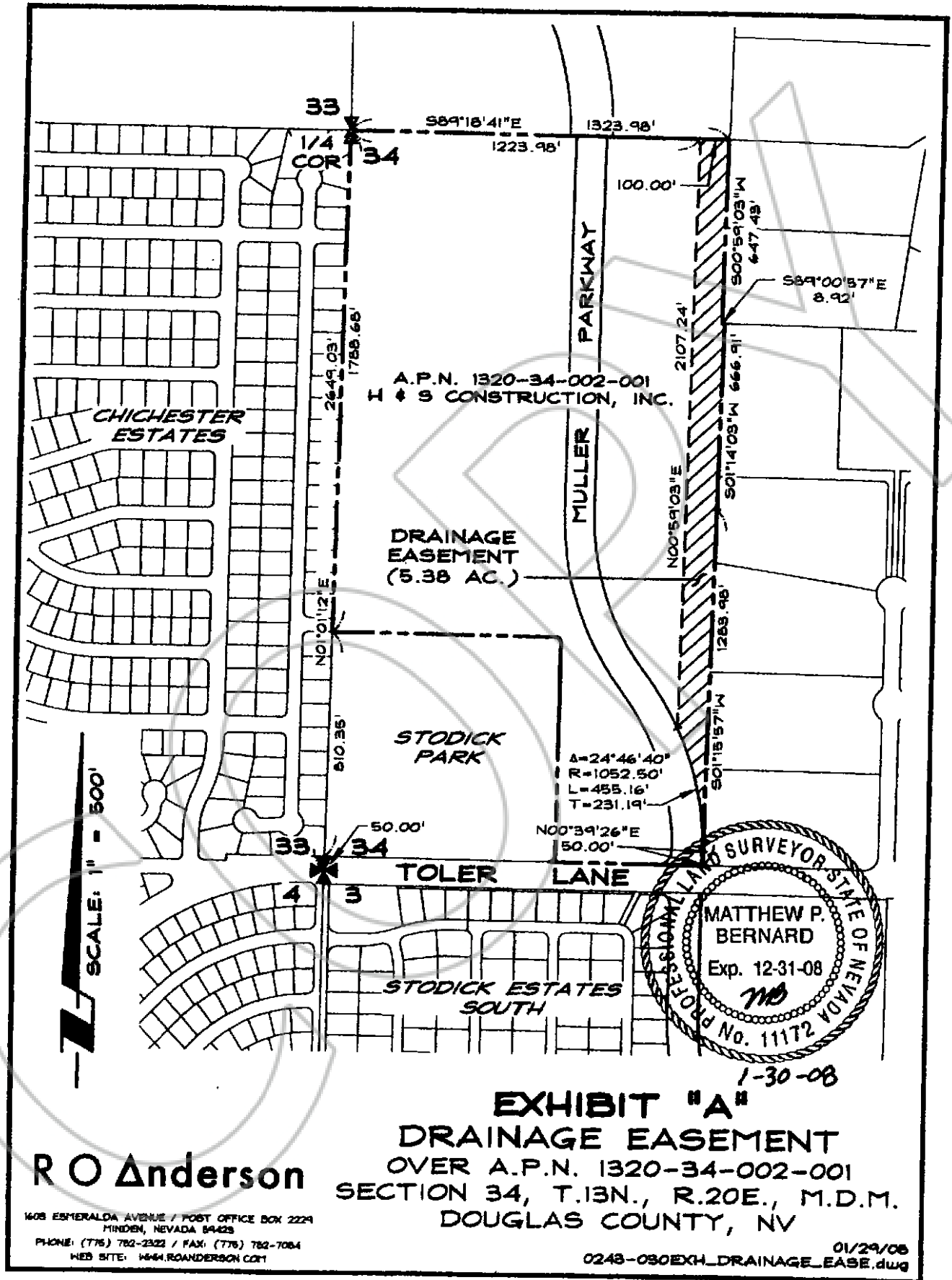


EXHIBIT "A"
DESCRIPTION
DRAINAGE EASEMENT
(OVER A.P.N. 1320-34-002-001)

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

A parcel of land located within a portion of Section 34, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, more particularly described as follows:

Commencing at the southwest corner of said Section 34, as shown on the Record of Survey to Support a Boundary Line Adjustment for Rhoda Chichester Revocable Trust, Robert L. Chichester Jr., Ross J. Chichester, & Lester Leroy & Anita Thran Stodick Family Trust filed for record June 21, 1995 in the office of Recorder, Douglas County, Nevada as Document No. 364543, a found 5/8" rebar with aluminum cap stamped "Do. Co." in well;

thence North 01°01'12" East, 50.00 feet to the southwest corner of Adjusted A.P.N. 25-080-10 as shown on said Record of Survey, said point also falling on the north right-of-way line of Toler Lane;

thence along the west line of said Adjusted A.P.N. 25-080-10, North 01°01'12" East, 810.35 feet to the northwest corner of said Adjusted A.P.N. 25-080-10, said point also being the southwest corner of Adjusted A.P.N. 25-080-07 as shown on said Record of Survey;

thence along the west line of said Adjusted A.P.N. 25-080-07, North 01°01'12" East, 1788.68 feet to the northwest corner of said Adjusted A.P.N. 25-080-07;

thence along the north line of said Adjusted A.P.N. 25-080-07, South 89°18'41" East, 1223.98 feet to the POINT OF BEGINNING;

thence continuing along said north line, South 89°18'41" East, 100.00 feet to the northeast corner of said Adjusted A.P.N. 25-080-07;

thence along the east line of said Adjusted A.P.N. 25-080-07 the following four courses:

South 00°59'03" West, 647.43 feet;

South 89°00'57" East, 8.92 feet;

South 01°14'03" West, 666.91 feet;

South 01°15'57" West, 1283.98 feet to the southeast corner of said Adjusted A.P.N. 25-080-07, said point also being a point on said north right-of-way line of Toler Lane and also being the southeasterly terminus of the future Muller Parkway Right-of-Way;

thence along said future Muller Parkway Right-of-Way, North 00°39'26" East, 50.00 feet;

0243-030

01/29/08

Page 2 of 2

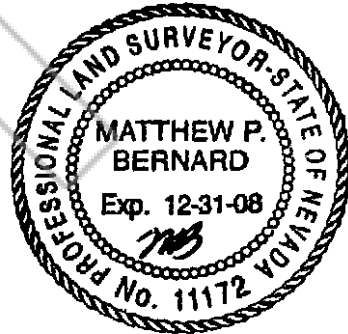
thence continuing along said future Right-of-Way, along the arc of a curve to the left, having a radius of 1,052.50 feet, central angle of 24°46'40" and arc length of 455.16 feet;

thence North 00°59'03" East, 2107.24 feet to the POINT OF BEGINNING, containing 5.38 acres, more or less.

The Basis of Bearing of this description is identical to that Record of Survey to Support a Boundary Line Adjustment for Rhoda Chichester Revocable Trust, Robert L. Chichester Jr., Ross J. Chichester, & Lester Leroy & Anita Thran Stodick Family Trust filed for record June 21, 1995 in said office of Recorder as Document No. 364543.

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



1-30-08

Exhibit B

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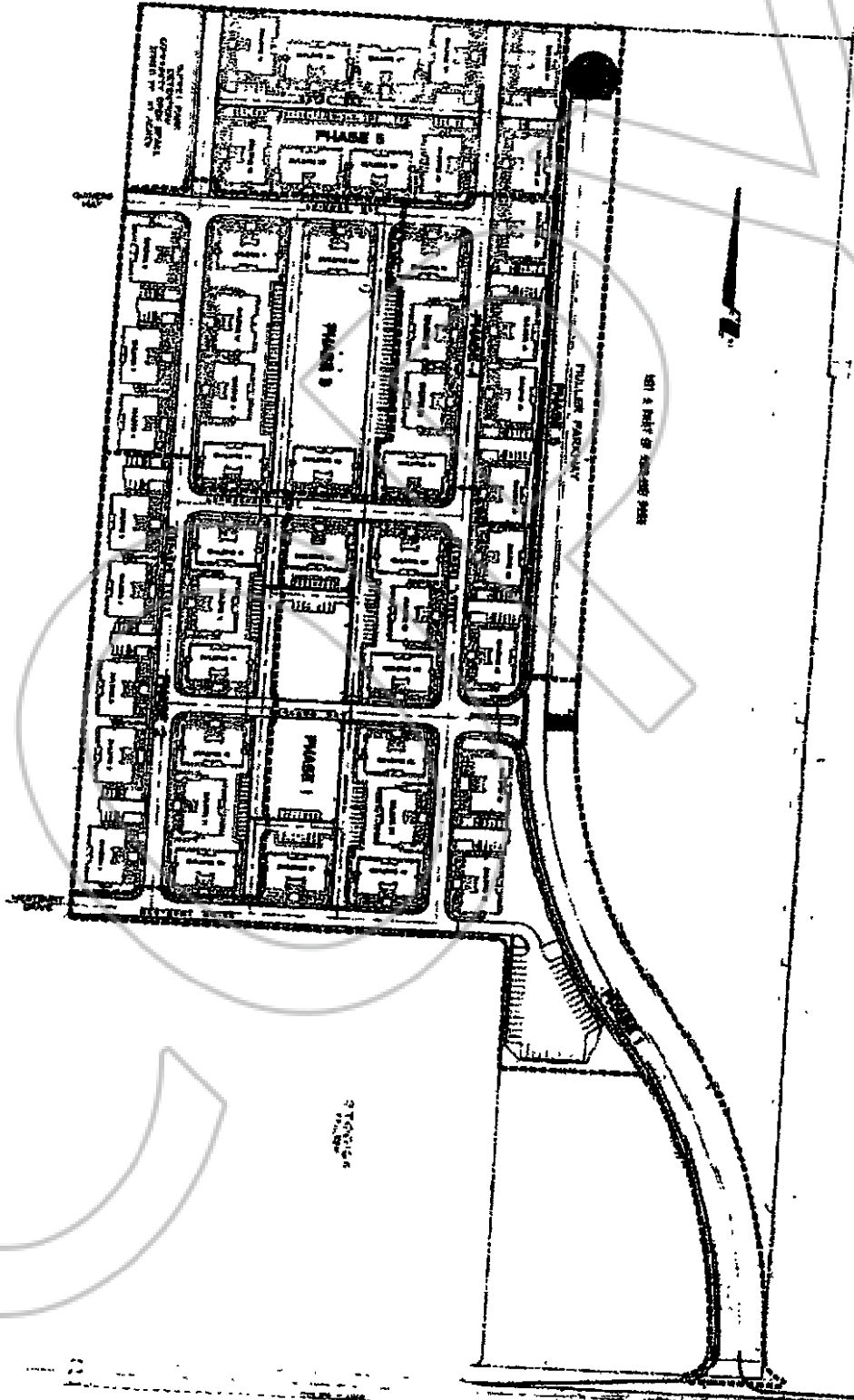


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Page: 10 Of 11

BK- 0810
PG- 2778
08/12/2010

DATE PLOTTED: 11/05/07
BY: mhulse



ASHLAND PARK

COMPREHENSIVE PHASING PLAN

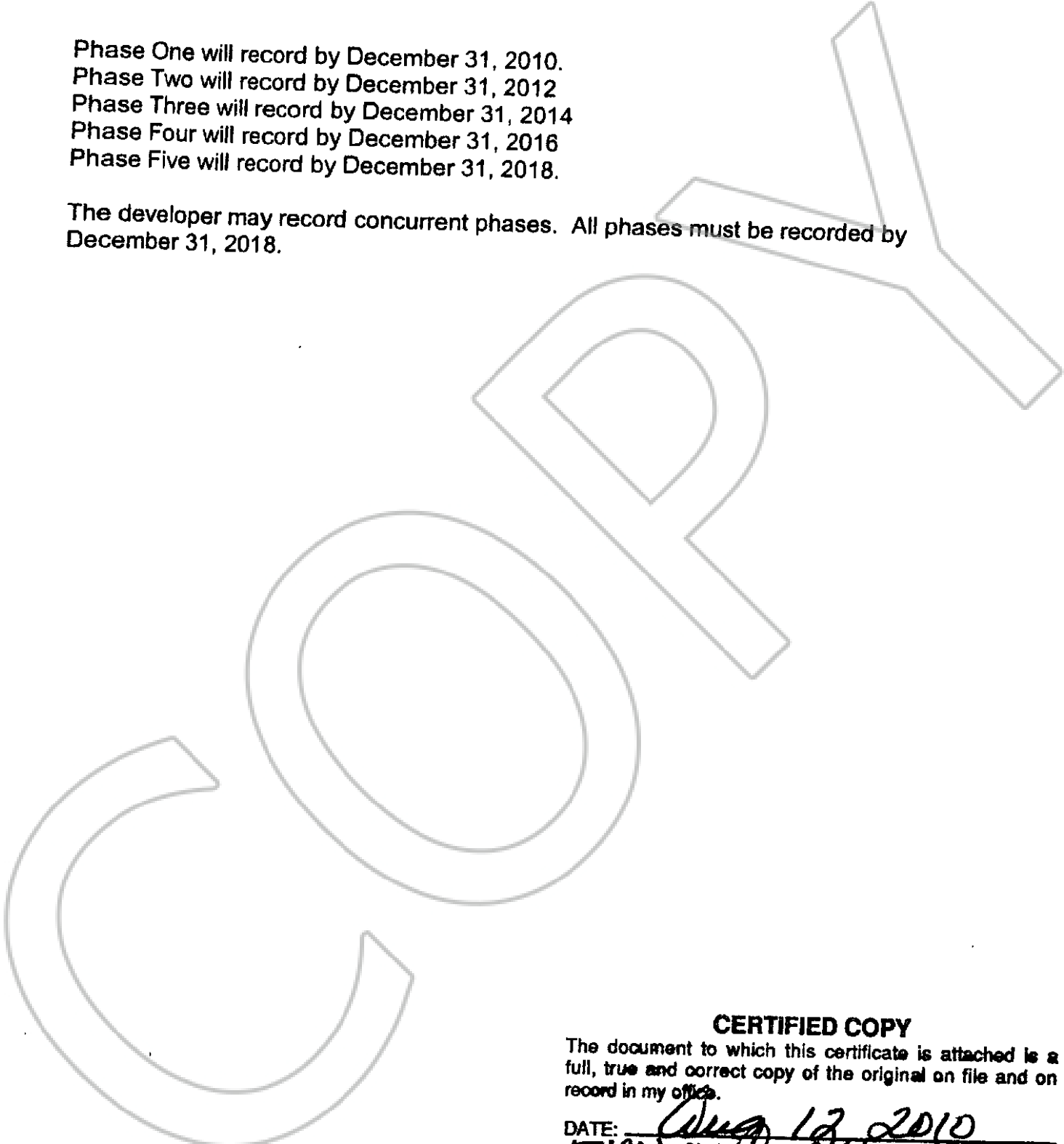
PROJECT NO.	0243-030
DATE	11/05/07
BY	mhulse
CHECKED BY	
APPROVED BY	
SCALE	1/8" = 1' - 0"
DATE	11/05/07
BY	mhulse
CHECKED BY	
APPROVED BY	
PROJECT NO.	0243-030
DATE	11/05/07
BY	mhulse
CHECKED BY	
APPROVED BY	



DEVELOPMENT SCHEDULE

- Phase One will record by December 31, 2010.
- Phase Two will record by December 31, 2012
- Phase Three will record by December 31, 2014
- Phase Four will record by December 31, 2016
- Phase Five will record by December 31, 2018.

The developer may record concurrent phases. All phases must be recorded by December 31, 2018.



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: Aug 12 2010
 THRAV Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By [Signature] Deputy