



KAREN ELLISON, RECORDER

Assessor's Parcel Number:  N/A

Date:  OCTOBER 15, 2014

Recording Requested By:

Name:  JEANE COX, COMMUNITY DEVELOPMENT

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

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

Real Property Transfer Tax: \$  N/A

FOURTH AMENDMENT TO THE  
DEVELOPMENT AGREEMENT #2014.206  
(Title of Document)

FILED

2014.2016

2014 OCT 15 AM 9:02

TED THUAN  
CLERK

BY  DEPUTY

APN: 1220-17-610-001  
1220-17-610-002

WHEN RECORDED, PLEASE MAIL TO:

Douglas County  
Attn: Mimi Moss  
P.O. Box 218  
Minden, NV 89423

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. NRS 239B.030

**FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT  
For Pleasantview, Planned Development**

Between

**CARSON VALLEY HOMESITES, LLC**

Successor in interest to:

Gregory C. Lynn And Suzanne Towse, Trustees Of

“The 1995 Gregory C. Lynn And Suzanne Towse Trust Agreement, Dated May 16, 1995”

1222 Bobwire Lane

Gardnerville, NV 89460

(hereafter referred to as DEVELOPERS),

And

**DOUGLAS COUNTY,**

a political subdivision of the State of Nevada

P.O. Box 218

Minden, NV 89423

(hereafter referred to as COUNTY)

This Fourth Amendment to the Development Agreement (Fourth Amendment) is entered into between the DEVELOPERS, as legal owners of the real property subject to this Fourth Amendment, specifically Phase 10 of the Pleasantview Subdivision, APNs: 1220-17-610-001 1220-17-610-002, (also commonly referred to as is Lots 3 A & B as shown on the final map of Pleasantview Phase 7) and the COUNTY, pursuant to Nevada Revised Statutes, Chapter 278; Douglas County Code, Chapter 20.400; and the following terms and conditions:

## RECITALS

This Fourth Amendment of the development agreement for Pleasantview is made with reference to the following facts and objectives:

A. The County approved a master plan amendment, change of land use, and a tentative subdivision map for Pleasantview on March 3, 1988.

B. The original Developer, the Drayton Trust, and the COUNTY entered into a Development Agreement for Pleasantview, which was approved on March 1, 1990. The agreement is recorded as Document No. 221106, Book 390, Page 101, and incorporated herein.

C. The project was subsequently sold and/or transferred. Carson Valley Homesites, LLC, is the current owner of the property, subject to this Fourth Amendment, which is to be subdivided as Pleasantview Phase 10 and is the current successor in interest to the original Developer.

D. The circumstances changed during the build-out of the project and the parties amended the original Development Agreement by Ordinance No. 2000-928, amending the requirements for phasing of the subdivision, constructing Rubio Way, and funding for Drayton Boulevard. The amendment was recorded as Document No. 0501579, Book 1000, Page 3254, incorporated herein.

E. The parties agreed to amend the Development Agreement a second time by Ordinance No. 2003-1056, to extend the time to file the final map for Phase 10. The amendment was recorded as Document No. 0598230, Book 1203, Page 0195, incorporated herein.

F. The Development Agreement was again amended in 2006 by Ordinance 2006-1183, as a result of the DEVELOPER's acquisition of an adjacent property, Aloha Ranch (subsequently and hereafter known as "Rain Shadow Ranch") and the efficient construction of public improvements associated with both development projects. The amendment was recorded as Document No. 0686545, Book 1006, Page 5801, attached and incorporated herein.

G. The DEVELOPER and COUNTY desire to enter into this Fourth Amendment to extend the time to file the last final map for Pleasantview, Phase 10 as the final layout for Phase 10 may need to be changed due to the subject property being evaluated as a site for public water facilities for the Gardnerville Ranchos General Improvement District, potential access to Phase 10 from the extension of Acorn Way, and the construction of Drayton Boulevard by the COUNTY being delayed.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Fourth Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, DEVELOPER and

the COUNTY agree all provisions of the original Development Agreement and all subsequent amendments, as outlined above, remain in full force and effect with the exception of the following amendments, which reflect deletions with a ~~strike through~~ and new language is shown as underlined and *italicized*):

### AMENDMENTS

I.) Page 2, Paragraph 2.6 of the Third Amendment to the Development Agreement recorded as Document No. 0686545, Book 1006, Page 5801 is hereby amended to adjust the timeframe by which the Pleasantview Phase 10 final subdivision map must be recorded, Paragraph 2.6 shall now read as follows:

2.6 Expiration by Inaction: The DEVELOPER must commence and complete construction of the subdivision improvements, public facilities, and public utilities as follows: All improvements within each phase must be completed prior to the recording of the final map unless secured pursuant to Douglas County Code. Commencement and completion must conform to the requirements set out in the applicable Nevada Revised Statutes, Conditions of Approval and Douglas County Code. The last final map to be recorded for Pleasantview, Phase 10, must be recorded either within three years after the issuance of building permits for 75% of the lots ( 14 out of the 18 lots) in the recorded Phase 1 Amended Final Map for Rain Shadow Ranch, or within eight years of the effective date of Ordinance 2014-1422 adopting this Fourth Amendment, whichever is earlier. ~~within 180 days of the end of the requirement that construction access to the Aloha project be limited to Rubio Way.~~

II.) The express provisions of this Fourth Amendment will control and govern as to any inconsistency or contradiction between the provisions of this Fourth Amendment and the provisions of prior amendments and the Development Agreement. The Fourth Amendment recitals are hereby incorporated. Successors in interest or assigns, subsequent development, or subsequent modifications to the real property subject to this Fourth Amendment will be bound by the terms of the Agreement, as amended.

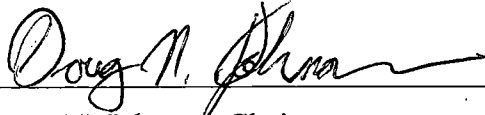
III.) This Fourth Amendment becomes effective upon the effective date of the ordinance

adopting this Fourth Amendment.

IV.) Each signatory warrants and represents to the other signatories the person signing this document in their representative capacity has the legal power, right and authority to bind the signatory to the terms and conditions of Fourth Amendment. The signatories hereto have caused this Second Amendment to be signed and intend to legally be bound thereby. This document can be signed in counterparts.

**COUNTY**

Douglas County,  
a political subdivision of the state of Nevada



Doug N. Johnson, Chairman

**DEVELOPERS**

Carson Valley Homesites, LLC



Gregory C. Lynn, Managing Member

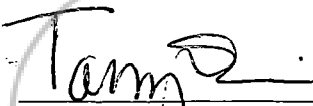
Dated: 10/2/14

Dated: 9.16.14

Attest:



Suzanne Towse, Managing Member

for   
Douglas County Clerk

Dated: 9-16-2014

ATTACHMENT  
PLEASANTVIEW DEVELOPMENT AGREEMENT  
THIRD AMENDMENT

COPY

FILED  
2006.184  
2006 OCT 13 PM 3:05

**The Third Amendment to the  
Development Agreement for  
Pleasantview**

APPROVED  
*[Signature]*  
COUNTY

This third amendment to the development agreement is made and entered into this 5TH day of OCTOBER, 2006, by Douglas County, a political subdivision of the State of Nevada ("County"), and Gregory C. Lynn and Suzanne Towse, Trustees, the developers of the project known as Pleasantview ("Developer").

**RECITALS**

This second amendment of the development agreement for Pleasantview is made with reference to the following facts and objectives:

1. The County approved a master plan amendment, change of land use, and a tentative subdivision map for Pleasantview on March 3, 1988.
2. The original Developer, the Drayton Trust, and the County entered into the development agreement for Pleasantview, which was approved on March 1, 1990. The agreement is recorded as document 221106 in book 390 beginning at page 101.
3. The project was sold and Gregory C. Lynn and Suzanne Towse, Trustees, are the current owners and are successors in interest to the original Developer.
4. The circumstances changed during the build-out of the project and the parties amended the original development agreement by Ordinance no. 2000-928, effective August 24, 2000, to change requirements for phasing of the subdivision, constructing Rubio Way, and funding for Drayton Boulevard.

5. The parties agreed to amend the development agreement a second time by Ordinance no. 2003-1056, effective November of 2003, to extend the time to file the final map for the last phase of Pleasantview.

6. The circumstances have changed again as a result of the Developer's acquisition of an adjacent property, Aloha Ranch, and the approval of a tentative map for this property. As part of the approval the developer is required to make contributions to the construction of Drayton Boulevard, which is intended to serve as a second access to the new project, and use Rubio Way as the exclusive construction access for the project. The County will be constructing Drayton Boulevard after payment of the contributions or eight years from the effective date of the Aloha Ranch Development Agreement, whichever is first. The use of Rubio for construction equipment will likely damage the improvements for the last phase of Pleasantview and the Developer is requesting an extension to complete the improvements after the construction use for the Aloha project is finished.

The parties desire to amend the development agreement as Developer is now seeking an extension of time to file the next final map for the last phase of four lots. This third amendment consists of inserting the following language to change the following section of the amended agreement:

**2.6 Expiration by Inaction:** The Developer must commence and complete construction of the subdivision improvements, public facilities, and public utilities as follows: All improvements within each phase must be completed prior to the recording of the final map unless secured pursuant to Douglas County Code. Commencement and completion must conform to the requirements set out in the applicable Nevada Revised Statutes and Douglas County Code. The last final map will be recorded within 180 days of the completion of subdivision improvements required of the Aloha Ranch Planned





Development or within eight years of the effective date of this agreement, whichever occurs first. The County will review the progress of the required subdivision improvements during the statutory twenty-four month review.

COUNTY

DEVELOPER

James Baushke  
James Baushke, Chairman  
Board of County Commissioners

Gregory C. Lynn TTE  
Gregory C. Lynn, Trustee

Suzanne Towse TTE  
Suzanne Towse, Trustee

Approved as to content:

[Signature]  
Community Development Director

Approved as to form:

Robert J. Manis  
Deputy District Attorney

Attest:

SEAL

Barbara J. Reed  
Barbara J. Reed, Clerk

Dated: OCTOBER 5, 2006

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

October 16, 2006  
3 B. REED Clerk for 9th Dist. of District Court  
of the State of Nevada, in and for the County of Douglas.  
Bob Mullock Deputy



BK- 1006  
PG- 5804

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

15<sup>th</sup> day of Dec, 2014

By [Signature] Deputy

