

Assessor's Parcel Number: N/A

Date: MAY 11, 2016

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT  
(MM)

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

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

Real Property Transfer Tax: \$ N/A



00035023201608806980320325

KAREN ELLISON, RECORDER

FIRST AMENDMENT/DEVELOPMENT AGREEMENT #2016.086

(Title of Document)

(MICA DRIVE LLC)

**First Amendment to a:**  
**DEVELOPMENT AGREEMENT**

**FILED**  
NO. 2016-086  
2016 MAY 10 PM 11:13  
DOUGLAS COUNTY  
CLERK  
BY [Signature] DEPUTY

**Between**

**MICA DRIVE, LLC**

a Nevada limited liability company

P.O. Box 11026

Zephyr Cove, NV 89449

Phone (775-720-9087)

(Hereafter referred to as "OWNER")

**AND**

**DOUGLAS COUNTY,**

A political subdivision of the State of Nevada

P.O. Box 218

Minden, NV 89423

Phone: (775-782-9821)

(Hereafter referred to as "COUNTY")

**Recitals**

A. COUNTY and OWNER (also may be referred to as "Party" or "Parties") are authorized, pursuant to Nevada Revised Statutes 278.0201 to 278.0207, inclusive, and Douglas County Code 20.400.010 to 20.400.060, to enter into a binding development agreement, (hereafter "Agreement") with persons having legal or equitable interests in real property located within the County to establish long range plans for the development of such property.

B. OWNER privately owns the real property located at 920 Mica Drive and 3483 Vista Grande Boulevard in Douglas County, State of Nevada, Assessor Parcel Numbers (APN) 1420-07-722-025 through -048 and 1420-07-723-001, as more particularly described in Exhibit "A" attached and incorporated.

C. The OWNER is also the developer of the real property described in Exhibit "A" and on July 7, 2005 received approval for a planned development project known as The Cottages at Indian Hills Planned Development, PD05-002 ("Cottages"). The Cottages has a Master Plan designation of Multiple Family Residential and a current zoning designation of MFR/PD Overlay. The Cottages allowed for the creation of 48 single-family residential lots with the recording of one final map.

D. On or about August 7, 2008, the COUNTY approved a request by the OWNER to amend the phasing plan for the recording of final maps for the Cottages, including the project being phased to allow for the recording of two final maps and extending the time for recording the first final map to July 7, 2009.

E. On or about June 30, 2009, the first final map for the Cottages was recorded, creating 24 single family residential lots. Additionally, the OWNER entered into a separate Subdivision Improvement Agreement with the COUNTY and posted security to complete the phase one final map off-site infrastructure improvements. The OWNER has completed the off-site infrastructure improvements, including demolishing existing structures, abandoning existing wells, constructed all frontage improvements, constructed the sewer main extension, waterline extensions, extension of dry utilities (gas, telecommunications and electric), curb, gutter, sidewalks and

roadway widening and paving as required by the conditions of approval for the Cottages and improvement plans for Site Improvement Permit 530-01 as reviewed and approved by the COUNTY. To-date, no lots within phase one final map have been sold.

F. On or about August 5, 2010, the COUNTY approved an amendment to the development schedule for phase two of the Cottages extending the time for recording the phase two final map from July 7, 2010 to July 7, 2013.

G. The COUNTY entered into the initial Agreement in April 2013 as set forth in the recorded copy, Document Number 0823015 and which became effective on May 16, 2013, as adopted by Ordinance 1388. This Amended Agreement seeks to modify the current phasing plan, which set the timing to record the final maps for phase 2(a) and phase 2(b) to July 7, 2016 and July 7, 2018, respectively.

H. The OWNER has applied for a further extension for phase 2(a) and phase 2(b) and states it is necessary due to the slow return of the economy and the market. Additionally, a one year extension of time for phase 1 final map on-site improvements to be constructed or secured, is also necessary to serve existing recorded lots. A complete application for the site improvement permit (SIP) for phase 1 on-site improvements must be applied for by July 7, 2016 and the improvements must either be constructed or secured for by July 7, 2017. Subsequent recordation dates of the final maps shall be extended subject to the conditions of this Amended Agreement for phase 2a to July 7, 2018 and phase 2b to July 7, 2020.

I. The Cottages is viewed as an in-fill project within the Indian Hills General Improvement District. The Douglas County Master Plan Goals and Policies support flexibility in project phasing to meet changing market conditions while ensuring improvements are provided concurrent with the demand for infrastructure and services. Also it encourages the COUNTY to manage the appropriate timing and location of development to achieve the County's goals related to natural resources, community character, and provision of public services. As such, the Amended Agreement provides a clear and substantial benefit to the residents of the County and complies with DCC 20.400 and NRS, Chapter 278.

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and provisions described in the Amended Agreement, the COUNTY and OWNER agree as follows to amend the conditions of approval for the Cottages to modify and extend the phasing plan as set forth below.

#### PHASING PLAN AND DEVELOPMENT SCHEDULE

1.1 The OWNER shall develop the property, including permitted uses, density, and maximum height and size of dwellings, for the Cottages as set forth by COUNTY in the Conditional Letter of Approvals for LDA 10-012 (Amending Development Schedule) dated August 10, 2010, LDA 07-074 (Minor Modification) dated July 25, 2007, DA 06-075 (Minor Modification) dated July 7, 2006, LDA 05-078 (Minor Modification) dated October 14, 2005 and PD 05-002 (Planned Development) dated July 8, 2005, attached as Exhibit "B" and incorporated herein.

1.2. The OWNER and the COUNTY agree, notwithstanding the previous phasing plan and development schedule set forth in Exhibit "B" that as of the effective date of the ordinance adopting this Amended Agreement the phasing plan and development schedule for the Cottages will be amended as depicted in Exhibit "C" attached and incorporated herein. The phase one final map has been recorded. The second phase final map will be further divided into sub-phases to allow for a phase 2a final map and the time to record the phase 2a final map will be extended

and must be recorded on or before July 7, 2018. The phase 2b final map must be recorded on or before July 7, 2020.

1.3 The phasing plan and development schedule as set forth above and Exhibit "C" is conditioned on the OWNER fully completing and constructing the subdivision improvements required for the phase one final map as previously reviewed and approved (SIP 530-01) by the COUNTY on or before July 7, 2017.

1.4 If the phase one final map on-site subdivision improvements are not fully completed, constructed or secured on or before July 7, 2017, then phase 2(a) and phase 2(b) final maps will be treated as if the OWNER untimely presented successive final maps for the Cottages and all proceedings concerning phase two and three of the Cottages and this Amended Agreement are terminated. The OWNER must make reapplication to the COUNTY as if it were seeking approval for a new project for phases 2(a) and 2(b).

1.5 As the final maps for the Cottages are recorded in phases, the development of on-site and off-site improvements shall correspond to the phases in question, subject to the satisfaction of the conditions of approval as set forth in Exhibit "B" and Douglas County Community Development Department prior to recordation of the final map for each applicable phase. Nothing herein shall restrict the overlapping of phasing and concurrent development so long as the terms of this Amended Agreement are adhered to.

1.6 No modifications or extensions of time regarding the phasing plan, development schedule or the recording of final maps may be granted except by written amendment to this Amended Agreement as allowed and in compliance with Nevada Revised Statutes and Douglas County Code.

#### GENERAL PROVISIONS

2. Further Covenants. The ordinances, resolutions and regulations applicable to the Cottages and governing the permitted uses of that land, density and standards for design, improvements and construction are those adopted by the COUNTY now and in the future.

3. Cooperation. COUNTY and OWNER agree they will cooperate with each other in the implementation of this Amended Agreement. Nothing contained within this paragraph, however, shall require the COUNTY or its employees to function on behalf of OWNER nor shall this Amended Agreement be construed as an implicit pre-approval of any further actions required by COUNTY.

4. Master Plan. The COUNTY and OWNER agree the terms of this Amended Agreement are consistent with the Master Plan, as amended.

5. Term. The term of this Amended Agreement will be five (5) years from the effective date of approval of this Amended Agreement. The term may be extended by written Amended Agreement of the Parties. Termination of the Amended Agreement will be automatic and no notice is required and no opportunity to cure will be provided, upon the OWNER failing to complete the phase one subdivision improvements or record phase 2(a) and 2(b) final maps as set forth above.

6. Default Procedure. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision, except as otherwise stated in this Amended Agreement, shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Amended 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 the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the Party charged shall not be considered in default for purposes of



termination or institution of legal proceedings, or issuance of any building permit. After notice and expiration of the thirty (30) day period, the nondefaulting Party to this Amended Agreement, at its option, may institute legal proceedings pursuant to this Amended Agreement. If the COUNTY is the non-defaulting party, it may choose to give a notice of intent to terminate pursuant to NRS 278.0205. If a notice of intent to terminate is given by the COUNTY, the matter must be scheduled for consideration and review by the Douglas County Board of Commissioners (Board). Following consideration of the facts and evidence presented in the review before the Board, the COUNTY may give written notice of termination of this Amended Agreement to OWNER. OWNER will have the opportunity to be heard orally or in writing before the Board prior to any unilateral termination by COUNTY, except as otherwise provided in this Amended Agreement.

7. Merger. This Amended Agreement constitutes the entire understanding of the Parties and all prior negotiations and understandings are merged into this Amended Agreement. Should any provision of this Amended Agreement be deemed to be in conflict with the Exhibit "B" conditions of approval, this Amended Agreement shall control.

8. Law and Forum. This Amended Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Should any legal action be brought by either Party relating to this Amended Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. OWNER and COUNTY agree that the courts located in Douglas County, Nevada will be the forum for any litigation arising as a result of this Amended Agreement.

9. Assigns and Successors. The Parties hereto agree the terms and conditions of this Amended Agreement shall bind and inure to the benefit of the parties' successors and assigns. This Amended Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. This Amended Agreement does not create and may not be construed as creating any third-party rights of action in any other person or entity. Should the OWNER assign or convey the real property or the right to develop the Cottages the OWNER must provide written notice prior to the assignment or conveyance and obtain the COUNTY's consent, which shall not be reasonably withheld.

10. Hold Harmless and Indemnification. Regardless of the coverage provided by any insurance, OWNER hereby agrees to, and shall hold COUNTY, its elective and appointive boards, commissions, officers, agents and employees harmless from any and all liability, claims, or causes of action which may arise from OWNER or OWNER's contractors', subcontractors', agents', or employees' operations under this Amended Agreement, whether such operations by OWNER or by any of OWNER's contractors, subcontractors, or by any one or more person directly or indirectly employed by, or acting as agent for OWNER or any of OWNER's contractors or subcontractors. OWNER agrees to, and shall defend DOUGLAS COUNTY, its elective and appointive boards, commissions, officers, agents and employees, from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid operations.

11. Project As Private Undertaking. It is specifically understood and agreed by and between the Parties hereto the Cottages is a private development and no partnership, joint venture or other association of any kind is formed by this Amended Agreement. The only relationship between COUNTY and OWNER is that of a government entity regulating the development of private property within the parameters of applicable law.

12. Severability. It is declared to be the intention of the Parties the sections, paragraphs, sentences, clauses, and phrases of this Amended Agreement, or of the County ordinance adopting same, are severable. If any phrase, clause, sentence, paragraph, or section of this Amended Agreement, or of the County ordinance adopting same, is declared unconstitutional or

invalid by a valid and final judgment of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Amended Agreement, or of the County ordinance adopting same.

13. Effective Date. This Amended Agreement is effective as of the effective date of the County ordinance that adopts this Amended Agreement.

14. Recitals and Exhibits. The Recitals and all Exhibits to this Amended Agreement are incorporated herein by this reference.

15. Notices. COUNTY shall review the progress of the project every twenty-four (24) months and shall give notice of the review to OWNER. Any and all notices necessary under this Amended Agreement shall be sent to the following addresses:

MICA DRIVE, LLC  
P.O. Box 11026  
Zephyr Cove, NV 89449

DOUGLAS COUNTY  
Attn: Community Development Director  
P.O. Box 218  
Minden, NV 89423

16. Authority. The individuals executing this Amended Agreement and the instruments referenced herein on behalf of each Party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each Party to the terms and conditions of this Amended Agreement.

"OWNER"

MICA DRIVE, LLC, a  
Nevada limited liability company

By:

  
ERNESTO FLORES

Its: Managing Member

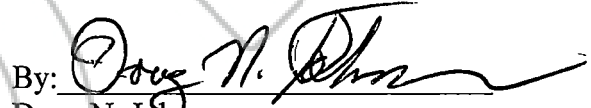
By:

  
BARBARA RENTERIA,

Its: Managing Member

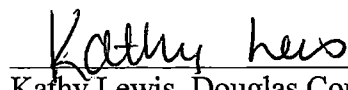
"DOUGLAS COUNTY"

By:

  
Doug N. Johnson

Chairman of Douglas County Commission

ATTEST:

  
Kathy Lewis, Douglas County  
Clerk/Treasurer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LOS ANGELES

On 4-19-16 before me, OCIE E. HENDERSON NOTARY PUBLIC

personally appeared ERNESTO RODRIGUEZ FLORES & BARBARA RENTERIA

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

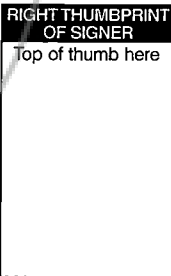
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

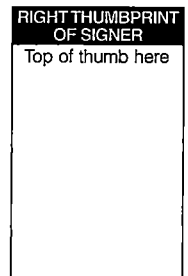
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

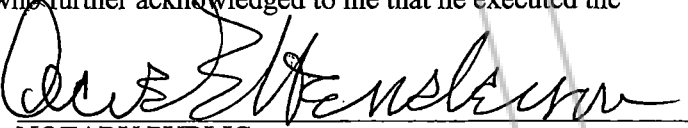
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

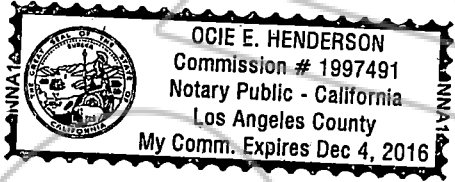


Signer Is Representing: \_\_\_\_\_

STATE OF ~~NEVADA~~ )  
COUNTY OF LOS ANGELES ss.


On 4-19- , 2016, personally appeared before me, a notary public, ERNESTO FLORES, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is a Managing Member of MICA DRIVE, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing document on behalf of said entity.

  
NOTARY PUBLIC



STATE OF ~~NEVADA~~ )  
COUNTY OF LOS ANGELES ss.

On 4-19- 2016, personally appeared before me, a notary public, BARBARA RENTERIA, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she is a Managing Member of MICA DRIVE, LLC, a Nevada limited liability company, and who further acknowledged to me that she executed the foregoing document on behalf of said entity.

  
NOTARY PUBLIC





# CALIFORNIA ACKNOWLEDGMENT CERTIFICATE

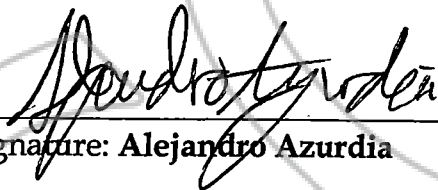
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

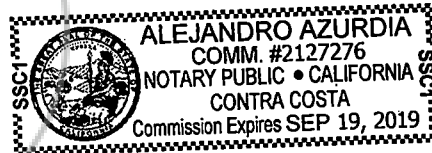
State Of: California  
County Of: Contra Costa

On April 22nd, 2016 before me, Alejandro Azurdia, Notary Public, personally appeared, Ernesto Flores, Barbara Pennera who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their authorized capacity(ies), and that by her/his/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature: Alejandro Azurdia



Seal

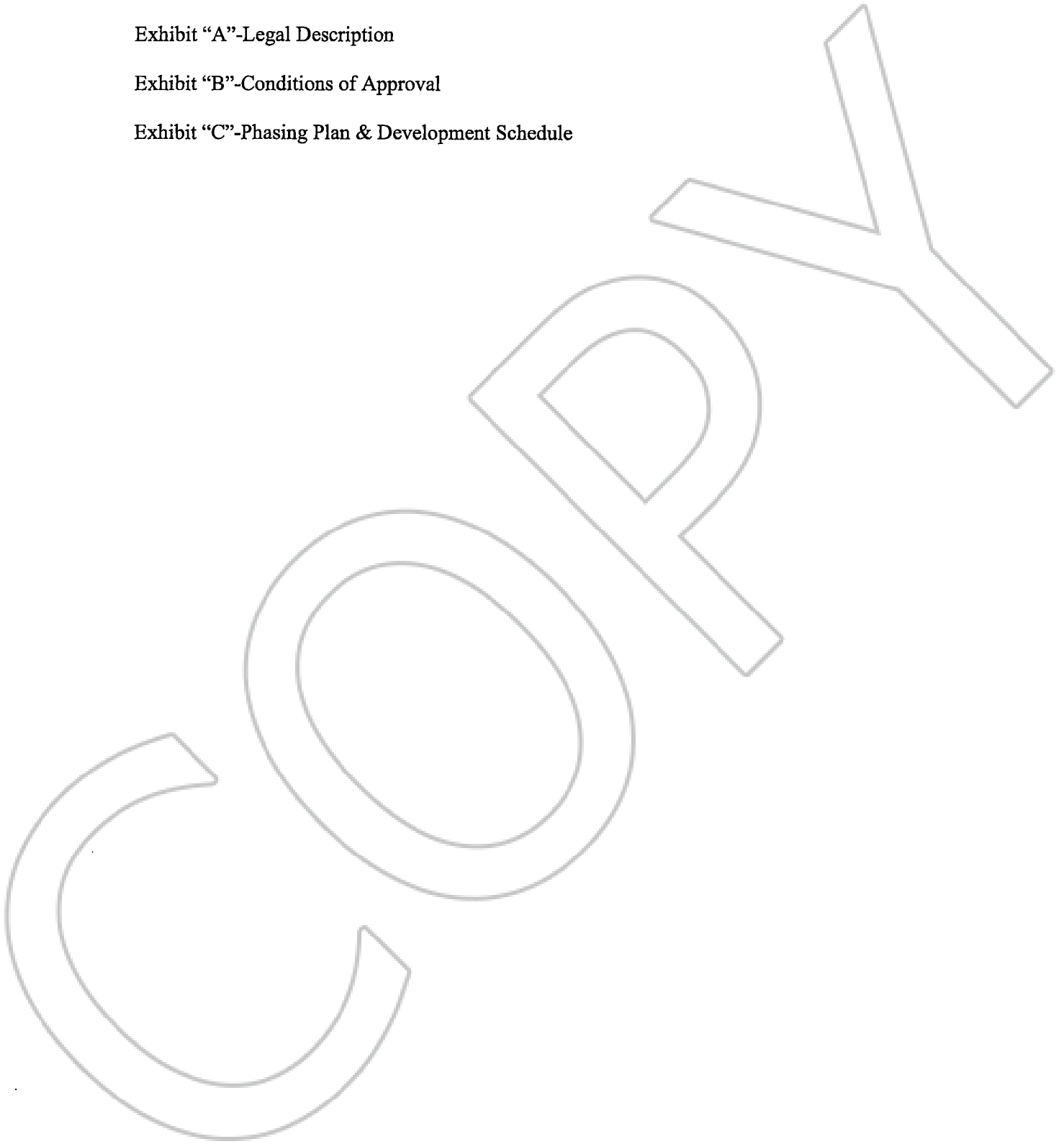
Title of Document: First Amendment to a Development  
Total Number of Pages including Attachment: 6 Agreement.  
Notary Commission Expiration Date: September 19, 2019  
Notary Commission Number: 2127276

**LIST OF EXHIBITS**

Exhibit "A"-Legal Description

Exhibit "B"-Conditions of Approval

Exhibit "C"-Phasing Plan & Development Schedule



**EXHIBIT "A"**

**DESCRIPTION**

**ALL THAT REAL PROPERTY SITUATE IN DOUGLAS COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Units 25-48 as shown on the map of Phase I of The Cottages at Indian Hills A Planned Unit Development recorded on June 20<sup>th</sup> 2009, as Document No. ~~074627~~, Douglas County Recorder.





Property: 3477 Vista Grande Boulevard  
Minden, Nevada

All that certain lot, piece or parcel of land situated in the County of Douglas,  
State of Nevada, described as follows:

Commencing at the Northeast corner of Lot 6 in Block F as shown on the Map of  
VISTA GRANDE SUBDIVISION UNIT NO. 1, filed in the office of the County  
Recorder of Douglas County, Nevada on November 9, 1964; thence Southerly  
along the Easterly line of said Subdivision, a distance of 190 feet to the True  
Point of Beginning; thence Easterly parallel with the Southerly line of Quartz  
Drive, a distance of 250 feet; thence Southerly parallel with the Easterly line of  
the aforementioned subdivision, a distance of 190 feet; thence Westerly parallel  
with the Southerly line of the said Quartz Drive, a distance of 250 feet to a point  
on the Easterly line of said subdivision; thence Northerly along the Easterly line  
thereof, a distance of 190 feet to the True point of Beginning.

SAVINGS AND EXCEPTING THEREFROM the West 20 feet;

(Said Parcel being designated as Lot 4 in Block F as shown on Sheet 3, being  
"not a part" of the map of the aforementioned VISTA GRANDE SUBDIVISION.)

The above meters and bounds description appeared previously in that certain  
document recorded April 14, 1992 as Document No. 279976 of Official Records.

L. Kelley Stevenson, P. L. S. Nevada 16641





Property: 920 Mica Drive  
Carson City, NV 89703

Commencing at the Northeast corner of Lot 6 in Block F as shown on the Map of VISTA GRANDE SUBDIVISION UNIT 1, filed in the office of the County Recorder of Douglas County, Nevada on November 9, 1964; thence Easterly along the Southerly line of Quartz Drive, a distance of 310 feet, to the True Point of Beginning; thence continuing along the South line of said Quartz Drive a distance of 230 feet; thence Southerly parallel with the Easterly line of said VISTA GRANDE SUBDIVISION, a distance of 570 feet; thence Westerly parallel with the Southerly line of said Quartz Drive a distance of 230 feet; thence Northerly parallel with the Easterly line of the aforementioned subdivision, a distance of 570 feet to the True Point of Beginning.

SAVING AND EXCEPTING THEREFROM the South 380 feet.

The above meter and bounds description appeared previously in that certain document recorded in Book 1102, page 6523 as Document No. 557939 on November 15, 2000. NRS 111.312(5).

  
L. Kelley Stevenson, P. L. S. Nevada









**Property:**

**A portion of the Southeast 1/4 of Section 7, Township 14 North, Range 20 East, M.D.B.M., more particularly described as follows:**

**Commencing at the Northeast corner of Lot 6, Block F, as shown on the map of Vista Grande Subdivision, Unit 1, filed in the office of the County Recorder of Douglas County, Nevada on November 9, 1964; thence Easterly along the Southerly line of Quartz Drive (now known as Mica Drive) a distance of 310 feet to the True Point of Beginning; thence continuing along the South line of said Quartz Drive (now known as Mica Drive) a distance of 230 feet, thence Southerly parallel with the Easterly line of said Vista Grande Subdivision a distance of 570 feet; thence Westerly parallel with the Southerly line of said Quartz Drive (now known as Mica Drive) a distance of 230 feet; thence Northerly parallel with the Easterly line of the aforementioned subdivision a distance of 570 feet to the True Point of Beginning.**

**Saving and excepting therefrom the North 190 feet and the South 190 feet, said parcel being designated as Lot 7 in Block C as shown on Sheet 3 of the map of the aforementioned Vista Grande Subdivision.**

**The above notes and bounds description appeared previously in that certain document recorded June 5, 1986, as Book 686, Page 430, as Instrument No. 139823.**

  
L. Kelly Stevenson, P. L. S. Nevada 166





**EXHIBIT B**  
**COMMUNITY DEVELOPMENT**  
1504 Emswilda Avenue, Minden, Nevada 89423

**Mimi MOSS**  
COMMUNITY DEVELOPMENT DIRECTOR  
775-782-6201  
FAX: 775-782-8287  
website: www.douglascountynv.gov

Planning Division  
Engineering Division  
Building Division  
Regional Transportation  
Code Enforcement

August 10, 2010

Ernesto Flores, Managing Partner  
Mica Drive, LLC  
1473 Rifle Range Road  
El Cerrito, CA 89701

**MAIL DELIVERED**

**Subject: LDA 10-012 (Modification); for The Cottages at Indian Hills (ref. PD 05-002)  
Located at 920 Mica Drive and 3483 Vista Grande Boulevard, Indian Hills, Nevada;  
Multiple APNs**

Dear Mr. Flores;

On August 5, 2010, the Douglas County Board of Commissioners voted to conditionally approve Land Division Application (LDA) 10-012, a request by Mica Drive, LLC to amend the development schedule for The Cottages at Indian Hills Planned Development (ref. PD 05-002) to extend the time for recording the phase two final map from July 7, 2010 to July 7, 2013. This is the second request to amend the development schedule. The project is located at 920 Mica Drive and 3483 Vista Grande Boulevard, within the MFR (Multi-Family Residential)/PD (Planned Development) Overlay zoning district in the Indian Hills Community Plan Area (Multiple APNs).

**THE FOLLOWING CONDITIONS APPLY:**

1. The applicant shall comply with conditions one and two in the Conditional Letter of Approval for LDA 08-030 dated August 8, 2008 (attached).
  2. The Cottages at Indian Hills Phase 1 Site Improvement Permit (SIP #00510-01) must not be issued until the existing house has been demolished under the appropriate demolition permit.
  3. The applicant shall record the phase two final map by July 7, 2013.
- If you have any questions, please call me at (775) 782-6215.

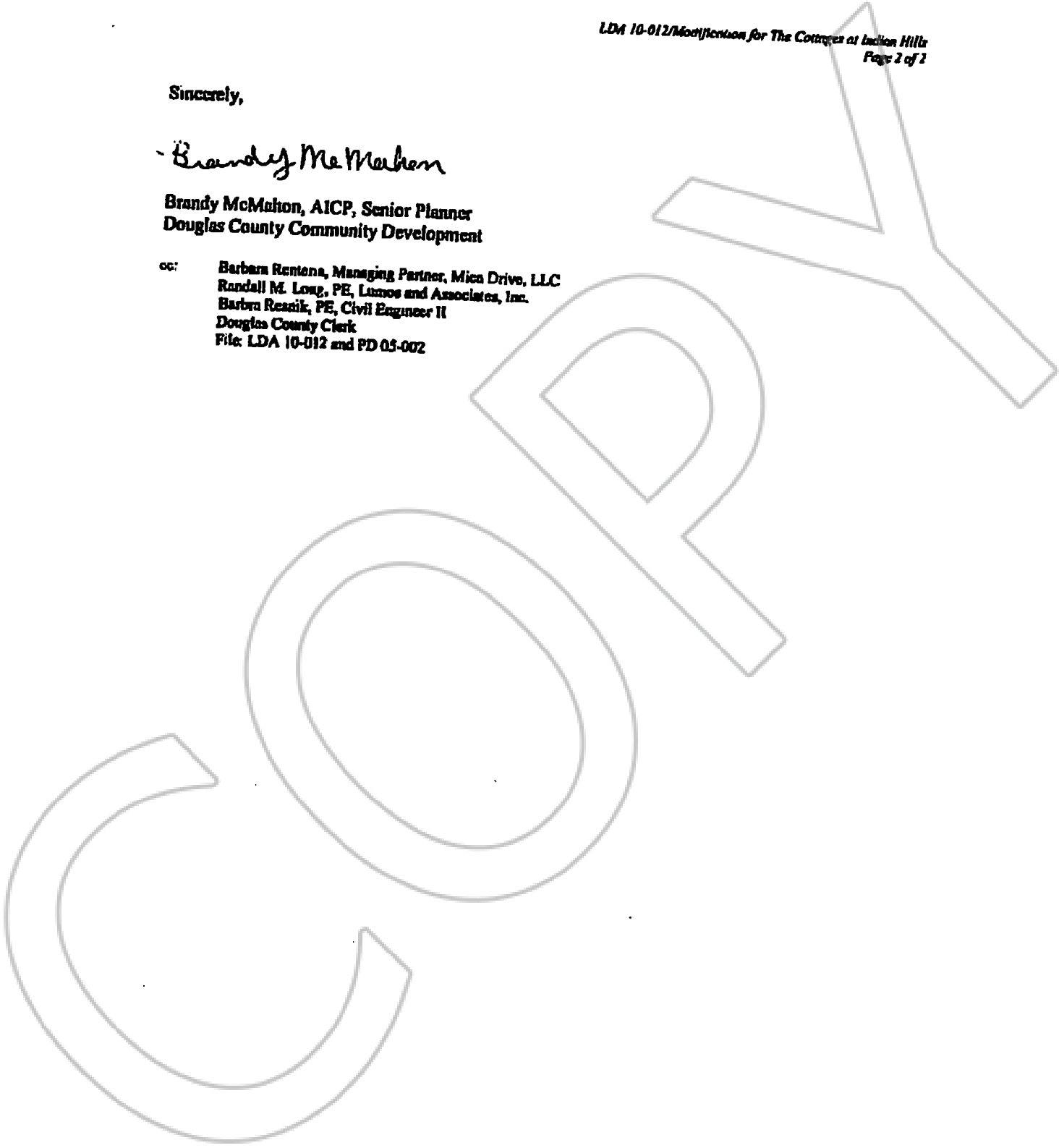
2010 AUG 10 PM 12:40

Sincerely,

*Brandy McMahon*

**Brandy McMahon, AICP, Senior Planner  
Douglas County Community Development**

cc: **Barbara Rentena, Managing Partner, Mica Drive, LLC  
Randall M. Long, PE, Luzzos and Associates, Inc.  
Barbra Resnik, PE, Civil Engineer II  
Douglas County Clerk  
File: LDA 10-012 and PD 05-002**





**COMMUNITY DEVELOPMENT**

1534 Esmeralda Avenue, Minden, Nevada 89423

**Mimi Moss**  
COMMUNITY DEVELOPMENT DIRECTOR

775-782-6261  
FAX 775-782-6267  
website: www.co.douglas.nv.us

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

July 25, 2007

Mica Drive, LLC  
P.O. Box 11026  
Zephyr Cove, NV 89448

**MAIL DELIVERED**

FD-1117 2007 07/25/07 10:38 AM

**Subject: LDA 07-074 (Minor Modification); for The Cottages at Indian Hills (ref. PD 05-002) Located at 3477, 3478, and 3483 Vista Grande Boulevard and 920 Mica Drive, Indian Hills, NV; APNs: 1420-07-702-001, -002, -005, and -006**

**To Whom It May Concern:**

The Community Development Department has conditionally approved Land Division Application (LDA) 07-074 (Minor Modification), modifying Planned Development (PD) 05-002, Condition 18, to allow for the driveway lengths for units 23, 24, 47, and 48 to be reduced from 20 feet to 18 feet as shown on the plans dated July 2007. The project site is located at 3477, 3478, and 3483 Vista Grande Boulevard and 920 Mica Drive, within the MFR/PD (Multi-Family Residential, 9,000 square foot minimum parcel size) Planned Development Overlay zoning district in the Indian Hills/Jacks Valley Planning Area (APNs: 1420-07-702-001, -002, -005, and -006).

Condition 18 of PD 05-002 has been modified as follows (added language is underlined and deleted language is stricken through):

18. The floor plans of each unit shall show that all garages will have a minimum interior length of 20 feet, (Plan B units and Plan A Units 23, 24, 47, and 48 shall have a minimum driveway length of 18 feet and all other driveways shall have a minimum driveway length of ~~must remain~~ 20 feet in length).

The following conditions apply to this project:

**THE FOLLOWING ARE CONDITIONS APPLICABLE TO THE PROJECT:**

1. The applicant is required to address all previous conditions of approval for PD 05-002 and as modified under LDA 05-078 and DA 06-075 (attached).
2. The project shall be developed in accordance with the approved modified plans dated July 2007.



**THE FOLLOWING IS A GENERAL CONDITION APPLICABLE TO THE LIFE OF THE PROJECT:**

3. Any proposed modifications to the approved planned plans shall be submitted to the Community Development Department for review. All modifications shall be clouded or otherwise identified on the plans and within the revision block. Such revisions are subject to any applicable review fee and application requirements.

This is the final decision regarding your Minor Modification. Should you be aggrieved by any portion of this decision, you have until 5:00 pm, August 8, 2007 (10 working days) to file the Appeal of Decision Application and applicable fees with the Community Development Department.

If you have any questions, please contact me at (775) 782-6215.

Sincerely,

*Brandy Fox*

Brandy Fox, Associate Planner  
Douglas County Community Development

**Attachments:**

1. LDA 05-078 Approval Letter
2. DA 06-075 Approval Letter
3. PD 05-002 Approval Letter

cc: **Russell Long, P.E., James and Associates, Inc.**  
**Emmett Flores and Barbara Rendon**  
**Barbara Russell, P.E., Civil Engineer II**  
**Building Official**  
**County Clerk**  
**FBs LDA 07-074 and PD 05-002**



**COMMUNITY DEVELOPMENT**

1504 East 10th Avenue, Minden, Nevada 89423

**Marti Moss**  
Planning Manager / Assistant Community Development Director

775-782-8211  
FAX: 775-782-8987  
website: www.co.douglas.nv.us

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

RECEIVED  
JUL 11 2006  
SECOND REVISION

July 7, 2006

Mica Drive, LLC  
P.O. Box 11026  
Zephyr Cove, NV 89448

RECEIVED  
JUL 23 2006  
COMMUNITY DEVELOPMENT

MAIL DELIVERED

JUL 10 PM 1:10

Subject: DA 06-075 (Minor Modification): for Mica Drive, LLC (ref. (PD) 05-002)  
Located at 3477, 3478, and 3483 Vista Grande Boulevard and 920 Mica Drive, Indian  
Hills, NV; APN's 1420-07-702-001, -002, -005, and -006

**To Whom It May Concern:**

The Douglas County Community Development Department conditionally approved Development Application (DA) 06-075 (Minor Modification), modifying Planned Development (PD) 05-002 as shown on the plans dated June 2006. The project site is located at 3477, 3478, and 3483 Vista Grande Boulevard and 920 Mica Drive, within the MFR/PD (Multi-Family Residential, 9,000 square foot minimum parcel size) Planned Development Overlay zoning district in the Indian Hills/Jacks Valley Planning Area (APN's 1420-07-702-001, -002, -005, and -006).

**The Planned Development has been modified as follows:**

1. **Garages/Parking:** The applicant is proposing to modify the architectural design of unit B-2 and D-2 to include two car garages, instead of single car garages. Therefore, 40 of the 48 units will now have two-car garages. Eight units will have single-car garages. The plans are also showing two on-site guest parking spaces and 36 on-street parking spaces.

**Staff Response:** Douglas County Code, Title 20, Section 20.660.100 (D), requires two parking spaces per unit, one of which must be covered, and one guest space per four units. In addition, Douglas County Code, Title 20, Section 20.692.050 (3), allows for 50 percent of available on-street parking spaces adjacent to the exterior boundaries of a property to be deducted from the required total off-street parking. The minimum number of required parking spaces for Planned Development (PD) 05-002 with 48 units is 168 parking spaces (96 parking spaces for residents, 48 of which must be covered, and 12 guest parking spaces).

Therefore, the applicant meets the parking requirement by providing 88 garage parking spaces, 2 on-site guest spaces, and 36 on-street parking spaces.

2. **Open Space:** The applicant increased the amount of open space from 26 percent to 27.5 percent for this project site.

**Staff Response:** Douglas County Code, Title 20, Section 20.676.100, requires that 25 percent of a planned development residential project site be retained in common open space. Therefore, the proposal to increase the amount of open space from 26 percent to 27.5 percent is consistent with Douglas County Code.

3. **Layout:** The applicant modified the layout of the Planned Development as shown on the plans dated June 2006. The B-1 units facing the promenade shifted ten feet towards the interior road. Specifically, the B-1 units on the east side shifted ten feet to the east and the B-1 units on the west side shifted ten feet to the west.

**Staff Response:** As approved with Planned Development (PD) 05-002, the total number of units remains at 48. The modified layout meets all setback and minimum building separation requirements.

4. **Floor Plan:** The floor plan for the B-1 units has increase by 3 feet.

**Staff Response:** The floor plan for the B-1 units has not been substantially altered and staff has found the modification to be consistent with original plans approved with Planned Development (PD) 05-002.

**THE FOLLOWING ARE CONDITIONS APPLICABLE TO THE PROJECT:**

1. The applicant shall provide two on-site guest parking spaces on the east side of Vista Grande Boulevard in the landscaped area west of Lot 47 and south of Lot 46.
2. The applicant is required to address all conditions of approval for Planned Development (PD) 05-002 and as modified under Land Division Application (LDA) 05-078 (Minor Modification) (attached).
3. The project shall be developed in accordance with the approved modified plans dated June 2006.

**THE FOLLOWING IS A GENERAL CONDITION APPLICABLE TO THE LIFE OF THE PROJECT:**

4. Any proposed modifications to the approved planned plans shall be submitted to the Community Development Department for review. All modifications shall be clouded or otherwise identified on the plans and within the revision block. Such revisions are subject to any applicable review fee and application requirements.

This is the final decision regarding your Minor Modification. Should you be aggrieved by any portion of this decision, you have until 5:00 pm, July 21, 2006 (10 working days) to file the Appeal of Decision Application and applicable fees with the Community Development Department.

If you have any questions, please contact me at (775) 782-6215.

Sincerely,

*Brandy Fox*

Brandy Fox, Associate Planner  
Douglas County Community Development

**Attachments:**

1. Land Division Application (LDA) 05-078 (Minor Modification) Approval Letter
2. Planned Development (PD) 05-002 Approval Letter

cc: Lomas and Associates, Inc.  
Ernesto Flores and Barbara Remoza  
Building Official  
County Clerk  
File DA 05-078 and PD 05-002



## COMMUNITY DEVELOPMENT

1584 Kearsarge Avenue, Minden, Nevada 89423

Mitchell S. Dion  
COMMUNITY DEVELOPMENT DIRECTOR

775-782-8281  
FAX: 775-782-8287

2005 OCT 14 PM 3:22

Planning Division  
Engineering Division  
Building Division  
Regional Transportation  
Water/Sewer Utility  
Road Maintenance  
Code Enforcement  
775-782-8005  
FAX: 775-782-8007

October 14, 2005

MAIL DELIVERED

Mica Drive, LLC  
P.O. Box 11026  
Zephyr Cove, NV 89448

Subject: Minor Modification (LDA) 05-078 (ref. (PD) 05-002); for Mica Drive, LLC  
Located at 3477, 3478, and 3483 Vista Grande Blvd. and 920 Mica Drive, Indian Hills, NV  
APN's 1420-07-702-001, -002, -003, and -006

### To Whom It May Concern:

The Douglas County Community Development Department conditionally approved Minor Modification (LDA) 05-078, modifying Planned Development (PD) 05-002 as shown on the plans dated September 20, 2005 and addressed in the justification statement date stamped September 29, 2005. The project site is located at 3477, 3478, and 3483 Vista Grande Boulevard and 920 Mica Drive, Indian Hills, Nevada, within the MPR/PD (Multi-Family Residential, 9,000 square foot minimum parcel size) Planned Development Overlay zoning district in the Indian Hills/Leads Valley Planning Area (APN's 1420-07-702-001, -002, -003, and -006). The Planned Development has been modified in the four following areas:

1. **Garages/Parking:** The applicant redesigned 21 units to include 2 car garages, as opposed to the one car garage design originally approved, and eliminated 6 additional parking spaces. The total number of parking spaces was reduced from 114 to 108 for the project.

**Staff Response:** Douglas County Code, Title 20, Section 20.660.100 (D) requires two parking spaces per unit, one of which must be covered, and one guest space per four units. The minimum number of required parking spaces for Planned Development (PD) 05-002 with 48 units is 108 parking spaces (96 parking spaces for residents, 48 of which must be covered, and 12 guest parking spaces). Planning Staff has found the proposal to reduce the total number of parking spaces from 114 to 108 to be in compliance with Douglas County Code.

2. **Architectural Design:** The applicant modified the architectural design of two of the four types of units (A, B, C, and D). The "C" units were widened by two feet and the "A-1" units were increased in length by four feet.

**Staff Response:** The applicant has been conditioned to provide Planning Staff elevations and floor plans for the modified buildings for review and approval.

3. **Layout:** The applicant modified the layout of the Planned Development as shown on the plans dated September 20, 2005.



**Staff Response:** As approved with Planned Development (PD) 05-002, the total number of units remains at 48 and the overall density remains at 11.5 units per acre. The modified layout meets all setback and minimum building separation requirements.

4. **Open Space:** The applicant reduced the amount of open space from 30 percent to 26 percent for the project site.

**Staff Response:** Douglas County Code, Title 20, Section 20.676.100 requires that 25 percent of a planned development residential project site be retained in common open space. Planning Staff has found the proposal to reduce the amount of open space from 30 percent to 26 percent to meet the requirements of Douglas County Code.

**THE FOLLOWING ARE CONDITIONS APPLICABLE TO THE PROJECT:**

1. The applicant is required to address all conditions of approval for Planned Development (PD) 05-002 (attached).
2. The project shall be developed in accordance with the approved modified plans dated September 28, 2005.

**THE FOLLOWING IS A GENERAL CONDITION APPLICABLE TO THE LIFE OF THE PROJECT:**

3. Any proposed modifications to the approved planned plans shall be submitted to the Community Development Department for review. All modifications shall be clouded or otherwise identified on the plans and within the revision block. Such revisions are subject to any applicable review fee and application requirements.

This is the final decision regarding your Minor Modification. Should you be aggrieved by any portion of this decision, you have until 5:00 pm, October 31, 2005 (10 working days) to file the Appeal of Decision Application and applicable fees with the Community Development Department.

If you have any questions, please contact me at (775) 782-6212.

Sincerely,



Brandy Fox, Assistant Planner  
Douglas County Community Development



**Attachment:**

1. Planned Development (PD) 05-002 Approval Letter

cc     Aulis Mills, Leman and Associates, Inc.  
          Ernesto Pizarro and Barbara Runkel  
          Cathy Whitten, Building Official  
          Craig Mitchell, Douglas County Engineer  
          County Clerk  
          File LD005-078



**COMMUNITY DEVELOPMENT**

1584 Esmeralda Avenue, Minden, Nevada 89423

775-782-8000  
775-782-9010  
FAX: 775-782-9007

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

July 8, 2005

Mr. and Mrs. Flores  
Mica Drive, LLC,  
2200 Powell Street, Suite 1205  
Emeryville, CA 94608

Subject: Planned Development (PD) 05-002; for Mica Drive LLC.  
Located at 3477, 3478, & 3483 Vista Grande Blvd., Indian Hills, NV (Multiple APN's)

Dear Mr. Flores:

On July 7, 2005, the Douglas County Board of Commissioners conditionally approved Mica Drive, LLC.'s request for a Zoning Map Amendment establishing a Multi-Family Residential (MFR) Planned Development Overlay Zone on four lots totaling 4.18 acres within an existing MFR (Multi-Family Residential, 9,000 square foot minimum parcel size) zoning district, including a tentative subdivision map creating 48, single-family residential lots, varying in size from 515 square feet to 881 square feet in area (parcel size includes building footprint for 2-story units). A variance to the driveway length from the required 20-foot to 18-foot in length is approved for Plan B Units only and no RV parking is required.

The parcels are located on the east and west sides of Vista Grande Blvd, south of the intersection of Mica Drive, 3477, 3478, & 3483 Vista Grande Blvd. in the Indian Hills/Jacks Valley Planning Area. As approved by the Board of Commissioners, the following conditions apply:

**THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO THE SUBMITTAL OF A FINAL MAP APPLICATION:**

1. The applicant shall submit improvement plans to the Douglas County Community Development Department for review and approval. The improvement plans shall comply with Douglas County Code, the Douglas County Design Criteria and Improvement Standards (DCDCIS), and Site Improvement Permit Application or Building Permit Application requirements.

FILED  
2005 JUL -8 PM 2:31  
BARBARA REED  
CLERK

2. A paved pullout for new cluster mailbox location shall be provided. 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.
3. The development will be served by a public sewer system, and the following conditions shall apply:
  - a. The applicant shall meet the requirements of the "sewer will serve letter".
  - b. Sewer improvements shall meet the requirements of Division 5 "Sewer Systems" and Appendix C "Sewer System Details" in the DCDCIS, or applicable agency standards.
4. The development will be served by a public water system, and the following conditions shall apply:
  - a. The applicant shall meet the requirements of the "sewer will serve letter".
  - b. Water lines shall meet the requirements of Division 4 "Water Systems" and Appendix B "Water System Details" in the DCDCIS, or applicable agency standards.
5. The applicant shall submit a final drainage report and plans meeting the requirements of Division 6 "Storm Drainage" and Appendix D "Storm Drainage Details" in the DCDCIS.
6. The applicant shall provide documentation that all required improvements are constructed or secured.
7. The applicant shall provide documentation that all utilities are installed or have been secured.
8. The applicant shall provide documentation that all taxes are paid in full for the current fiscal year.
9. The applicant shall provide a copy of the final CC & R's to be recorded with the final map, which restrict RV parking and which establishes a Homeowners Association to maintain the common area, driveways, parking, etc. The CC & R's shall include language that should a homeowner require RV parking, it can be obtained off-site.

10. Evidence that the Geographic Information Department and the 911 Center have approved and assigned the addresses for the parcels.

#### **FINAL MAP REQUIREMENTS**

11. The final map shall show the following notes:
- a. A seven and one-half (7.5) foot public utility easement and a five (5) foot public utility easement along the side and rear lot lines.
  - b. An easement for any new cluster mailbox location.
  - c. Drainage easements as necessary for mitigating onsite, offsite, and cross-lot drainage impacts. All drainage easement shall be shown as private.
  - d. Maintenance of all drainage facilities and easements, open space areas (including parking and driveways outside of the building footprint) shall be the responsibility of a homeowner's association. Douglas County rejects any offer of dedication of drainage facilities, or drainage easements.

#### **ADDITIONAL CONDITIONS OF APPROVAL:**

12. Parking is subject to the following conditions:
- a. No RV parking shall be permitted within the project area.
13. The 25' internal road right-of-way(s) shall be allowed as long as no parking is permitted on the most easterly and westerly streets (i.e. limited to one side only) and is posted as such.
14. The applicant shall submit final landscape and irrigation plans stamped by a licensed architect, landscape architect, landscape contractor, or civil engineer.
- a. Landscape and irrigation plans are to be consistent with the plan and Douglas County Code Section 20.494 and design manual.
15. The applicant shall provide 2 additional park benches within each of the large, oval open space areas.
16. The applicant shall submit a lighting plan showing the location, type, and detail of all exterior light fixtures, including the parking lot areas as follows:

- a. All light sources must be contained entirely within the fixture housing and be directed downward.
  - b. All exterior light fixtures must be completely shielded on all sides and top, directing all light downward.
  - c. The maximum fixture height is 15 feet.
  - d. All lighting shall be placed so that light does not spill over onto abutting properties.
17. No signs are approved with this application.
- a. The applicant shall submit an application for sign review should they desire any signage.
18. The floor plans of each unit shall show that all garages will have a minimum interior length of 20 feet (All driveways must remain 20 feet in length).

**THE FOLLOWING SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT OR SITE IMPROVEMENT PERMIT:**

19. The applicant shall submit receipts showing proof of water service from the Indian Hills GID.
20. The applicant shall submit receipts showing proof of sewer service from the Indian Hills GID.

**THE FOLLOWING CONDITIONS SHALL COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY:**

21. The applicant shall retain nursery identification tags (noting plant species) on all plants until the Douglas County Community Development Department has conducted the final inspection.
22. The applicant shall submit any changes or modifications to the approved landscape and irrigation plans sealed and signed by the preparer of the plans in writing to the Planning Division prior to installation and final inspection.
23. The applicant shall screen all utility meters, transformers, roof-top equipment, roof access ladders, and other utilities by architectural means or approved landscaping.



24. The applicant shall submit any modifications to the approved design review to the Community Development Department for review.
  - a. All modifications shall be clouded or otherwise identified on the plans and within the revision block.
  - b. All revisions are subject to applicable review requirements and fees.

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

25. Maintenance of all drainage facilities and easements and open space areas shall be the responsibility of a homeowners association. Obstructing the flow or altering the course of a drainage channel is prohibited unless authorized by the permitting authority.
26. The applicant or responsible party (such as a HOA) shall perpetually maintain all landscaping, driveways, parking lots and common area:
  - a. Landscaping materials, plants, planter areas, borders, and concrete curbing shall be promptly removed and replaced if dead or diseased.
  - b. All landscaped areas abutting driveways, drive aisles, parking stalls etc... shall be protected by a standard Type 1 concrete curb.
  - c. Perimeter landscaping along the interior property lines shall be separated from the adjacent property by use of a concrete curb or redwood header board (minimum one inch thick).
27. Douglas County Question 4, the Sustainable Growth Initiative, was approved by the voters in the 2002 general election, and is the subject of pending litigation. Approval of the Mica Drive LLC., and Ernesto and Renteria Flores 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.
28. The tentative map shall expire within two years of the date of approval, unless a final map meeting all the requirements of the approved tentative map is recorded prior to the expiration date. Extensions of time may be granted by the Board of Commissioners in accordance with Title 20.

On August 4, 2005, the Board of Commissioners will hear the second reading of the Ordinance approving your project at their regularly scheduled meeting. If you have any questions regarding this matter, please call me at (775) 782-6213.

Sincerely,



Heather Anne Boyat  
Senior Planner

cc. Audra Miller, Lumos and Associates, Inc  
Mica Drive, LLC.  
Craig McNeil, Douglas County Engineering  
Douglas County Clerk  
File

Phasing Plan & Development Schedule:

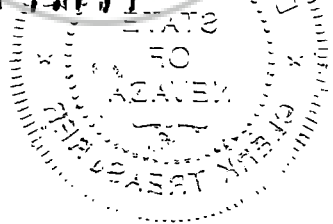
PH 1 SLP Completed by July 7, 2017

PH 2.a Recorded by July 7, 2018

PH 2.b Recorded by July 7, 2020



EXHIBIT C



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

11th day of May, 2016

By [Signature] Deputy

