

APN: 1220-17-615-025

**When Recorded Mail to:**

ALLING & JILLSON  
JAMES R. HALES, ESQ.  
Post Office Box 3390  
Lakes Tahoe, NV 89449

**Send Tax Statements To:**

Carson Valley Homesites, LLC,  
1222 Bobwire Lane  
Gardnerville, NV 89406



KAREN ELLISON, RECORDER

## DEED RESTRICTION

This deed restriction is placed on the property described in the legal description attached to this document as Exhibit "1" which shall be referred to throughout as the "Subject Property."

The Subject Property, which has a street address of 1146 Kingston, Gardnerville, NV 89410, is part of the Rain Shadow Ranch (formerly known as Aloha Ranch) Planned Development 04-002. Although part of the land included in the development agreement, the Subject Property is not part of phases 1, 2, or 3. This Deed Restriction is made and entered into on this day in order to assure that the Subject Property complements the other properties at Rain Shadow Ranch without the burden of CCR's such as encumber phases 1, 2, and 3.

Now therefore, the undersigned, as fee simple owner of the Subject Property, does in this document create the following restrictions on the Subject Property, which restrictions shall run with the Subject Property.

1. Height Restrictions: No home shall be of a height greater than one and one-half (1 ½) stories. A one and one-half story home shall be characterized as having two levels of living area. It has dormers in the half-story and a steep roof slope. The half-story is contained under the roof of the first story. Further, a one and one-half story home shall have a maximum roof pitch of eight inches (8") vertical rise for every twelve inches (12") of horizontal run. Under no circumstances shall homes of one and one-half story have windows in the upstairs of the home with a direct view into the neighboring homes or yards that are immediately adjacent to either the rear or side lot lines. A window with a sill of six feet (6') or higher above the floor shall not be considered to provide a direct view.

2. Manufactured Housing: Any manufactured housing, as defined by Nevada Revised Statutes 118B.015, 489.113, 489.120, and 489.125, as now or hereafter defined and existing from time to time, is prohibited on the Subject Property.

3. Trailers, Boats and Motor Vehicles:

A. No mobile home, trailer of any kind, truck camper larger than a one (1) ton pickup truck, recreational motor home or boat shall be kept, placed, maintained, constructed, repaired or permitted to be parked on the Subject Property or adjacent street for more than seventy-two (72) hours, unless it is kept behind a suitable screened area at least six (6) feet in height. This restriction shall not apply to emergency vehicle repairs, temporary construction shelters, or facilities maintained during and used exclusively in connection with the construction of any work or improvement.

B. No commercial vehicles of any nature shall be parked or stored on the Subject Property or on the adjacent streets, unless stored inside a garage. This restriction shall not apply to any commercial vehicle providing services to the Owner of the Subject Property provided that such vehicle is only present on the Subject Property the duration necessary to provide such services.

C. No vehicle may be parked in the designated setback areas on the Subject Property.

4. Antennae: With the exception of Direct TV, Dish, and similar sized installations, no antenna or satellite dish shall be erected, used or maintained outdoors whether attached to a building or structure or otherwise nor shall any tower type structure be placed, constructed or maintained on the Subject Property.

5. Exterior Materials: Highly reflective materials, such as white vinyl and polished metals, shall not be used as exterior materials. Exterior building walls shall be wood, engineered wood products, shingles, natural stone, brick, fiber cement products, stucco, or a combination. Plywood panels and/or engineered wood panels, typically 4 ft. wide by 8 ft. or longer in length, shall not be allowed as exterior wall finish unless used as the base component of board and batt style siding.

6. Drainage:

A. The Owner shall be responsible for retaining a Professional Engineer licensed in the State of Nevada to design storm water infiltration trenches on the Subject Property. The infiltration trenches shall be designed to retain the entire 25 year design storm with the development of the Subject Property. The calculations and designs shall be submitted to

the Douglas County Engineering Division for review and approval. The Owner is responsible for maintenance of the infiltration trenches.

7. Fencing, Landscaping, Sidewalks:

A. Except for any white vinyl fencing that existed as of April 7, 2010, under no circumstances will chain link, dog-eared wood boards, or white vinyl fencing of any kind be permitted as fencing. White vinyl fencing that existed as of April 7, 2010 may be repaired and/or replaced with similar material.

B. Fencing over 3 feet in height shall not be installed in the front setback area.

C. Solid fencing shall not be installed closer to the street than the front wall of the home.

D. Sidewalks and the planter strips between curb and sidewalk are part of the Subject Property, and maintenance is the responsibility of the Owner.

8. Compliance with Existing Regulations: The Owner of the Subject Property will comply in all respects with the Development Agreement for the Subject Property known as Rain Shadow Ranch, formerly known as Aloha Ranch. The Development Agreement, First Amendment to the Development Agreement, and Second Amendment to the Development Agreement are incorporated in their entirety into this Deed Restriction.

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**EXHIBIT 1**  
**LEGAL DESCRIPTION**  
**PARCEL 1**  
**BOUNDARY LINE ADJUSTMENT for**  
**ACORN WAY EXTENSION**

A parcel of land being a portion of that certain parcel of land previously described at Document no. 784242 as filed for record in the office of the Douglas County Recorder on June 3, 2011, said parcel lying entirely within the Northeast One-Quarter of Section 17, Township 12 North, Range 20 East of the Mount Diablo Meridian, Douglas County, Nevada, and being more particularly described as follows:

Commencing at the NE corner of said Section 17, being a 1 ½ inch diameter iron pipe;  
Thence N 89°29'08" W along the North line of said Section 17 a distance of 1,318.63 feet to the NW corner of the NE ¼ of the NE ¼ of said Section 17;

Thence S 00°37'32" W a distance of 1,322.90 feet to the NE corner of Lot 7, Rain Shadow Ranch-Phase 1, a final subdivision map filed for record on June 28, 2007, at Document no. 703979 in said Douglas County records;

Thence S 00°28'17" W along the Easterly boundary of said Rain Shadow Ranch-Phase 1 a distance of 645.08 feet to the POINT OF BEGINNING;

Thence S 89°21'38" E a distance of 47.39 feet to a point on the Westerly right-of-way line of Drayton Boulevard, an 80 foot wide public road;

Thence along said Westerly right-of-way line 343.67 feet along the arc of a curve to the left having a central angle of 15°54'08", a radius of 1,238.24 feet, and a chord which bears S 08°25'21" W, 342.57 feet;

Thence N 00°28'17" E a distance of 74.74 feet;

Thence N 90°00'00" W a distance of 259.80 feet;

Thence N 00°00'00" E a distance of 168.51 feet;

Thence 13.75 feet along the arc of a curve to the right having a central angle of 00°49'40", a radius of 952.00 feet, and a chord which bears N 00°24'50" E, 13.75 feet;

Thence along the Easterly right-of-way line of Kingston Lane, a 36 foot wide public road per said subdivision map of Rain Shadow Ranch-Phase 1 for the following two courses:

1. 62.08 feet along the arc of a curve to the right having a central angle of 03°44'10", a radius of 952.00 feet, and a chord which bears N 02°41'45" E, 62.07 feet;
2. 37.56 feet along the arc of a curve to the right having a central angle of 86°04'32", a radius of 952.00 feet, and a chord which bears N 47°36'06" E, 34.12 feet;

Thence along the Southerly right-of-way line of Acorn Way, a 36 foot wide public road per said subdivision map of Rain Shadow Ranch-Phase 1 for the following nine courses:

1. S 89°21'38" E a distance of 81.81 feet;
2. 7.85 feet along the arc of a curve to the right having a central angle of 45°00'00", a radius of 10.00 feet, and a chord which bears S 66°51'38" E, 7.65 feet;

Page 2 of 3  
Parcel 1 of Boundary Line Adjustment  
for Acorn Way Extension  
Legal Description (cont.)

3. S 44°21'38" E a distance of 5.79 feet;
4. 13.35 feet along the arc of a curve to the left having a central angle of 45°00'00", a radius of 17.00 feet, and a chord which bears S 66°51'38" E, 13.01 feet;
5. S 89°21'38" E a distance of 30.00 feet;
6. 13.35 feet along the arc of a curve to the left having a central angle of 45°00'00", a radius of 17.00 feet, and a chord which bears N 68°08'22" E, 13.01 feet;
7. N 45°38'22" E a distance of 5.79 feet;
8. 7.85 feet along the arc of a curve to the right having a central angle of 45°00'00", a radius of 10.00 feet, and a chord which bears N 68°08'22" E, 7.65 feet;
9. S 89°21'38" E a distance of 75.59 feet to the POINT OF BEGINNING;  
Containing 73,803 square feet, or 1.694 acres, more or less;

And being SUBJECT TO a public utility, access and landscape easement and a USPS Easement for mailbox clusters as shown on said map of Rain Shadow Ranch-Phase 1 as filed for record at Document no. 703979 in said Douglas County records;

And GRANTING a public utility easement of varying width along portions of the boundary of the above described parcel, said public utility easement being more particularly described as follows: BEGINNING at the above described POINT OF BEGINNING; thence along the boundary of the above described parcel for the following six courses:

1. S 89°21'38" E a distance of 47.39 feet;
2. 343.67 feet along the arc of a curve to the left having a central angle of 15°54'08", a radius of 1,238.24 feet, and a chord which bears S 08°25'21" W, 342.57 feet;
3. N 08°28'17" E a distance of 74.74 feet;
4. N 90°00'00" W a distance of 259.80 feet;
5. N 00°00'00" E a distance of 168.51 feet;
6. 13.75 feet along the arc of a curve to the right having a central angle of 00°49'40", a radius of 952.00 feet, and a chord which bears N 00°24'50" E, 13.75 feet;

Thence along the following seven courses:

1. S 89°10'20" E a distance of 5.00 feet;
2. 13.68 feet along the arc of a curve to the left having a central angle of 00°49'40", a radius of 947.00 feet, and a chord which bears S 00°24'50" W, 13.68 feet;

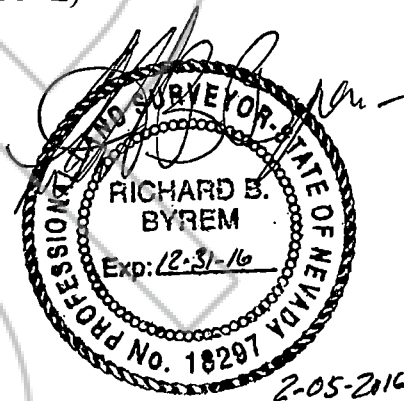
(continued)

Page 2 of 3  
Parcel 1 of Boundary Line Adjustment  
for Acorn Way Extension  
Legal Description (cont.)

3. S 00°00'00" W a distance of 163.51 feet;
4. S 90°00'00" E a distance of 249.89 feet;
5. 256.09 feet along the arc of a curve to the right having a central angle of 11°46'43", a radius of 1,248.74 feet, and a chord which bears N 10°01'45" E, 255.64 feet;
6. N 89°21'38" W a distance of 37.50 feet;
7. N 00°28'17" E a distance of 7.50 feet to the POINT OF BEGINNING.

Basis of Bearings: Rain Shadow Ranch-Phase 1, a final subdivision map filed for record on June 28, 2007, at Document no. 703979 in the Douglas County records, as defined by two survey monuments set in the centerline of Acorn Way. (S 89°21'38" E)

Prepared by:  
Richard B. Byrem, Nevada PLS No. 18297  
Resource Concepts, Inc.  
212 Elks Point Road, Suite 443  
PO Box 11796, Zephyr Cove, NV 89448  
(775) 588-7500



**SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT**

Between the Owners of Lots in the Rain Shadow Phase 1 Recorded Final Subdivision Map which have not yet been issued a residential building permit:

**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),

**D E JANSSE & COMPANY, INC.**

1028 Rocky Terrace Dr.

Gardnerville, NV 89470

**JOHN WAHL**

1166 Mill Street

Gardnerville, NV 89410

**PATRICK & TRACI KIEVA**

6467 Sombrero Avenue

Cypress, CA 90603

(hereafter collectively referred to as VACANT LOT OWNERS)

**And**

**DOUGLAS COUNTY,**

a political subdivision of the State of Nevada

P.O. Box 218

Minden, NV 89423

(hereafter referred to as COUNTY)

This Second Amendment to the Development Agreement (Second Amendment) is entered into between the VACANT LOT OWNERS and DEVELOPERS, as legal owners of the remaining lots for which a residential building permit has not been issued, in the project known as Rain Shadow Ranch and the COUNTY pursuant to Nevada Revised Statutes, Chapter 278; Douglas County Code, Chapter 20.400; and the following terms and conditions:

**RECITALS**

A. DEVELOPERS and VACANT LOT OWNERS are the owners of certain real property, for which a residential building permit has not been issued, in the Rain Shadow Ranch planned development, Phase 1 recorded final map, formerly also known as Aloha Ranch, located



in Douglas County, Nevada, approved by the County as PD 04-002, Ordinance 2004-1083, Ordinance 2004-1906 and Ordinance 2008-1268.

B. The DEVELOPERS and DOUGLAS COUNTY entered into a Development Agreement as required by the conditions of approval placed on the Rain Shadow Ranch planned development. The Development Agreement is dated December 8, 2004, document 0631475, book 1204, pages 04230-04243, and provides, among other things, for the monetary contribution toward off-site road and transportation improvements, including the future construction of Drayton Boulevard. Ordinance 2004-1096 was passed by the Douglas County Board of County Commissioners adopting the Development Agreement between the Parties.

C. Pursuant to the terms of the Development Agreement, DEVELOPERS and the COUNTY agreed to certain obligations with regard to the timing and amount of each payment in order to meet the conditions of approval and the obligation to contribute \$200,000.00 toward off-site road and transportation improvements and the COUNTY's use of the contributions to the construction of Drayton Boulevard or other improvements.

D. Subsequently, the DEVELOPERS entered into a First Amendment by Ordinance 2008-1268 and recorded as document 0734433. The First Amendment included, among other items, adjustment of the payment amounts to be applied toward off-site road and transportation improvements based on the reduction of lots recorded with the first final map. The reduction resulted from 17 lots being recorded rather than the 19 approved and anticipated lots. Thus there was a need to increase the amount to be contributed by each lot per the condition of approval requiring each parcel resulting from the recording of a final subdivision map to make a contribution toward the \$200,000 obligation. The First Amendment also extended the timing of construction of Drayton Boulevard by the COUNTY. Rain Shadow Ranch phases 2-7 final subdivision maps will not be recorded, as the project's approval for phases 2-7 expired on December 20, 2011.

E. On August 7, 2014, D E Jansse and Company the owner of an existing lot 1137 Kingston Lane, Douglas County, NV, (APN: 1220-17-615-019, Lot 33) within Rain Shadow Ranch received approval of its Planned Development Modification Application (PD04-002-1) to increase the density for the first phase of Aloha Ranch from 17 lots to 18 lots and allowed for the recording of an amended final map now reflecting a total of 18 lots in the first phase subdivision map for Rain Shadow Ranch. The new lot will be created from the existing Lot 33 owned by D E Jansse and Company. Condition number

four, placed on the approval of the Planned Development Modification (PD 04-002-1) required D E Jansse and Company to amend the existing Development Agreement for Rain Shadow Ranch, as amended, or enter into a separate agreement addressing the requirement for each parcel created by a final recorded subdivision map for Rain Shadow Ranch to contribute to the \$200,000 for transportation improvements. This Second Amendment is intended to fulfill that condition. By dividing the remaining contribution amount owed, \$166,666.67 by the 15 lots, rather than the 14 lots that existed prior to the recording of the amended subdivision map, which have yet to be issued a residential building permit. Due to the increase of the one additional lot, the DEVELOPERS and VACANT LOT OWNERS will have to pay \$11,111.11, rather than \$11,904.76 toward the contribution amount.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, VACANT LOT OWNERS, DEVELOPERS and COUNTY agree all provisions of the original Development Agreement dated December 8, 2004, recorded as document 0631475, at book 1204, pages 04230-04243, and the First Amendment to the Development Agreement dated December 4, 2008, and recorded as 0734433, at book 1208, page 2427 remain in full force and effect with the exception of the following amendments (deletions are shown with a ~~strike through~~ and new language is shown as underlined and *italicized*):

#### AMENDMENTS

I.) Page 3, Paragraph (C) of the First Amendment to the Development Agreement recorded as document 0734433, Book 1208, Page 2427, which first amended Page 2, Paragraph 2 of the Development Agreement recorded as document 0631475, Book 1204, page 04231 is further amended to adjust the number of payments and amount due prior to the issuance of each residential building permit, Paragraph 2 shall now read as follows:

2. *Three parcels, Lots 1, 2, and 24, e-DEVELOPERS* have been issued *residential* building permits and have contributed \$33,333.33 to meet the obligation to contribute \$200,000 to the COUNTY. Payments in the amount of \$11,111.11 ~~11,904.76~~ each will be made at or prior to the issuance of the next 15 residential building permits *for lots 3-10, 23, 25-28, and adjusted lot 33 created by the recorded final subdivision map and the new additional lot (anticipated to be lot 33-B)*

*created and reflected on a recorded amended final subdivision map within the Rain Shadow Ranch* planned development, for a total of 187 payments, corresponding with the issuance of the first 187 *residential* building permits. Failure to make or collect a payment(s) when due, regardless of the reason, does not constitute a waiver or modification of this obligation, and will result in suspension of the issuance of ~~further building~~ *any permits for the subject lot, excluding those necessary to address public health and safety.* until such time payment(s) due and owing have been made.

II.) The Development Agreement and Exhibits A thru C recorded as document 0631475 are incorporated by reference, and the First Amendment to the Development Agreement and Exhibits B-1 and Exhibit D recorded as document 0734433 which are attached, are incorporated by reference and made a part of this Second Amendment, and remain in full force and effect except for the language which has been or is hereby amended.

III.) The express provisions of this Second Amendment will control and govern as to any inconsistency or contradiction between the provisions of this Second Amendment and the provisions of the First Amendment and the Development Agreement. The Second Amendment recitals are hereby incorporated. Successors in interest or assigns, subsequent development, or subsequent modifications to the Rain Shadow Ranch planned development will be bound by the terms of the Agreement, as amended.

IV.) This Second Amendment becomes effective upon the later of the following dates: the effective date of the ordinance adopting this Second Amendment or the recording date of the final amended subdivision map as approved by PD 04-002-1 for D E Jansse and Company.

V.) 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 Second Agreement. The signatories hereto have caused this Second Agreement to be signed and intend to legally be bound thereby. This document can be signed in counterparts.

{Signatures on the next page}

**COUNTY**

Douglas County,  
a political subdivision of the state of Nevada

\_\_\_\_\_  
Doug N. Johnson, Chairman

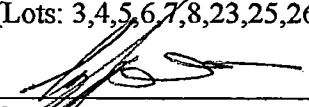
Dated: \_\_\_\_\_

Attest:


\_\_\_\_\_  
Ted Thran, Clerk

**DEVELOPERS**

Carson Valley Homesites, LLC  
(Lots: 3,4,5,6,7,8,23,25,26,27, and 28)

  
\_\_\_\_\_  
Gregory C. Lynn, Managing Member

Dated: 9.2.14

  
\_\_\_\_\_  
Suzanne Towse, Managing Member

Dated: 9-2-2014

**VACANT LOT OWNERS:**

D E Jansse & Company, Inc.  
(Lot 33 and following the recording of  
the Amended Final Subdivision Map  
Lots 33-A and 33-B)

Lot 9  
John Wahl

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_

Lot 10  
Patrick & Traci Kieva, Joint Tenants

\_\_\_\_\_  
Patrick Kieva, Joint Tenant

Dated: \_\_\_\_\_

\_\_\_\_\_  
Traci Kieva, Joint Tenant

Dated: \_\_\_\_\_

**ATTACHMENTS**

\*Attachment 1: First Amendment to the Rain Shadow Ranch Development Agreement

\*Attachment 2: Development Agreement for the Rain Shadow Ranch Planned Development,  
also known as Aloha Ranch

COPY

Attachment I:  
First Amendment to the Rain Shadow Ranch Development Agreement

COPY

FILED

NO. 2008.267

2008 DEC 10 PM 2:34

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

Between  
GREGORY C. LYNN AND SUZANNE TOWSE, TRUSTEES OF  
"THE 1995 GREGORY C. LYNN AND SUZANNE TOWSE TRUST  
AGREEMENT, DATED MAY 16, 1995"

TED THUAN  
CLERK  
BY *[Signature]*  
DEPUTY

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 First Amendment to the Development Agreement is entered into between DEVELOPERS, as legal owners of the project known as Aloha Ranch planned development, also known as the Rain Shadow Ranch, located in Douglas County, Nevada, and the COUNTY pursuant to Nevada Revised Statutes, Chapter 278; Douglas County Code, Chapter 20.400; and the following terms and conditions:

RECITALS

A. DEVELOPERS are the owners of certain real property located in Douglas County, Nevada approved as the Aloha Ranch planned development, also known as the Rain Shadow Ranch, by the Douglas County Board of County Commissioners as Planned Development Application, PD 04-002 and Ordinance 2004-1083.

B. The DEVELOPERS and DOUGLAS COUNTY entered into a Development Agreement as required by the conditions of approval placed on the Aloha Ranch planned development, also known as the Rain Shadow Ranch. The Development Agreement is dated December 8, 2004, document 0631475, book 1204, pages 04230-04243, and provides, among other things, for the DEVELOPERS monetary contribution toward off-site road and transportation improvements, including the COUNTY's construction of Drayton Boulevard. Ordinance 2004R-1096 was passed by the Douglas County Board of County Commissioners adopting the Development Agreement between the Parties.

C. Pursuant to the terms of the Development Agreement, DEVELOPERS and the COUNTY agreed to certain obligations with regard to the timing and amount of each payment by the DEVELOPERS to meet their obligation to contribute \$200,000.00 toward off-site road and transportation improvements and the COUNTY's use of the contributions to the construction of Drayton Boulevard or other improvements related to the traffic generated by Aloha Ranch planned development, also known as the Rain Shadow Ranch.

D. Based on changed conditions and efficient development of the planned development, the Parties desire to modify the approved phasing plan and development schedule for the Aloha Ranch planned development, also known as the Rain Shadow Ranch, to include a total of seven phases, allowing the final map for successive phases to be presented within two years of the preceding phase recording; adjusting the payment amounts to be applied toward off-site road and transportation improvements; and extending the timing of construction of Drayton Boulevard by the COUNTY in accordance with the terms of this Amendment to the Development Agreement.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, DEVELOPERS and COUNTY agree all provisions of the original Development Agreement dated December 8, 2004, document 0631475, book 1204, pages 04230-04243 remain in full force and effect with the exception of the following amendments or additions:

AMENDMENTS

A) Page 1, recitals of the Development Agreement recorded as document 0631475, Book 1204, page 04230 incorporating by reference Exhibit B is amended to adopt, incorporate and add Exhibit B-1, a September 21, 2004, letter from Community Development regarding Revised Conditions for Aloha Ranch planned development, also known as the Rain Shadow Ranch, PD 04-002.

B) Page 2, Paragraph 1 of the Development Agreement recorded as document 0631475, Book 1204, page 04231 is amended to adopt and incorporate the modified phasing plan and development schedule reflected in Exhibit D, into the Development Agreement and Planned Development Application, PD 04-002, Paragraph 1 shall now read as follows:



1. *The Developers agree to pay Douglas County the sum of \$200,000.00 toward off-site road and transportation improvements.*

1.A Phasing Plan and Development Schedule:

*Development for phases two through seven of the Aloha Ranch planned development, also known as the Rain Shadow Ranch, will be constructed per the phasing plan and development schedule as delineated in Exhibit D, which is attached and incorporated by reference. The final map for phase one of the Aloha Ranch planned development, also known as the Rain Shadow Ranch, has been recorded and thus has not been included. Overlapping of phases is permitted as allowed in Title 20 and subject to approval of the Community Development Director. The final map for successive phases, after the recording of Phase two, must be presented within two years of the preceding phase recording. No modifications or extensions of time regarding the recording of final maps may be granted under Nevada Revised Statutes or Douglas County Code. Any changes to the phasing plan and development schedule must be made by amendment to this Development Agreement as allowed by law.*

C) Page 2, Paragraph 2 of the Development Agreement recorded as document 0631475, Book 1204, page 04231 and Planned Development Application, PD 04-002 is amended to adjust the number of payments and amount due prior to the issuance of each residential building permit, Paragraph 2 shall now read as follows:

*2. The DEVELOPERS have been issued three building permits and have contributed \$33,333.33 to meet their obligation to contribute \$200,000 to the COUNTY. Payments in the amount of \$11,904.76 each will be made at or prior to the issuance of the next 14 residential building permits within the planned development, for a total of 17 payments, corresponding with the issuance of the first 17 building permits. Failure to make or collect a payment(s) when due, regardless of the reason, does not constitute a waiver or modification of this obligation, and will result in suspension of the issuance of further building permits until such time payment(s) due and owing have been made.*

D) Page 3, Paragraph 3 of the Development Agreement recorded as document 0631475, Book 1204, page 04232 and Planned Development Application, PD 04-002 is amended to extend the timing of the COUNTY's construction of Drayton Boulevard to correspond with the timing of payments and the modified phasing plan and development schedule, Paragraph 3 shall now read as follows:

3. The funds will be held by the COUNTY in a separate account and applied toward the COUNTY's construction of Drayton Boulevard from the project to Pleasantview Drive. The COUNTY will construct the described section of Drayton Boulevard within ten years after the final, seventeenth, payment is received.

The COUNTY's construction of this section of Drayton Boulevard will include compliance with the conditions stated in Amended Exhibit C, Appendix to Development Agreement, attached and incorporated by reference.

E) The Development Agreement and Exhibits A thru C recorded as document 0631475 are incorporated by reference, as well as Exhibit B-1 and Exhibit D which are attached, are incorporated by reference and made a part of this Amendment.


F) The express provisions of this Amendment will control and govern as to any inconsistency or contradiction between the provisions of this Amendment and the provisions of the Development Agreement.

DOUGLAS COUNTY,  
a political subdivision of the state of Nevada

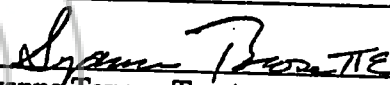
  
\_\_\_\_\_  
Kelly D. Kite, Chairman

Dated: 12-4-2008

THE 1995 GREGORY C. LYNN AND SUZANNE  
TOWSE TRUST AGREEMENT,  
DATED MAY 16, 1995


  
\_\_\_\_\_  
Gregory C. Lynn, Trustee

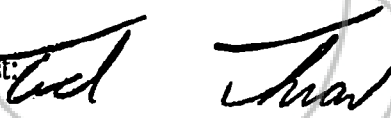
Dated: 11.6.08


  
\_\_\_\_\_  
Suzanne Towse, Trustee

Dated: 11-6-08

Approved as to content:

  
\_\_\_\_\_  
Mimi Moss  
Community Development Director

Attest:   
\_\_\_\_\_

Ted Thran, Clerk  
By:  Clerk of Board

**ATTACHMENT**

*\*Exhibit B-1, September 21, 2004, letter from Community Development re: Revised Conditions*

*\*Exhibit D, Modified Phasing Plan and Development Schedule*

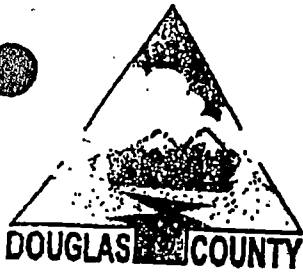
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EXHIBIT B-1

SEPTEMBER 21, 2004, LETTER FROM COMMUNITY DEVELOPMENT RE:  
REVISED CONDITIONS

COPY



# 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

**REVISED**

September 21, 2004

Greg Lynn  
1222 Bobwire Lane  
Gardnerville, NV 89460

Re: Planned Development (PD) 04 - 002, for Greg Lynn  
South of Centerville Lane, Adjacent to Drayton Boulevard; APN 1220-17-601-001

10  
2004 SEP 23 PM 4:50  
FAXED / MAILED  
NAME: RA REED  
CLERK

FILED

Dear Mr. Lynn:

On September 9, 2004, the Douglas County Board of Commissioners took the following actions: A) introduced Ordinance Number 2004-1083, establishing a SFR 1/2 / PD (Single-family Residential, minimum one-half net acre parcel size) Planned Development overlay zone, and B) approved a Tentative Subdivision Map dividing 38.13 acres into 43 single-family residential parcels, the smallest being 0.52 acre in area and including one, 0.09-acre parcel to support a well site within the SFR-2 (Single-family Residential, 2-acre minimum parcel size) zoning district within a master plan Receiving Area, within the Gardnerville Ranchos Planning Area, generally at the terminus of Kingston Lane, 1,320 feet south of Centerville Lane and west of Drayton Boulevard (APN 1220-17-601-001). The second reading of the ordinance will be heard by the Board of Commissioners on October 7, 2004.

At your request staff has modified two of the twenty-four conditions as follows:

- 1.B The road tentatively known as Gitalong Way shall be renamed and shall be constructed to the standards described in detail A-02 of the Douglas County Design Criteria and Improvements Standards Manual. The road shall be extended to the east, intersecting with Drayton Boulevard, and shall be barricaded until such time that Drayton Boulevard is constructed.
- 1.G Construction traffic for Aloha phase 1 shall use Rubio Way; all subsequent phases shall Rubio Way or Drayton Boulevard once Drayton is improved. All construction traffic shall be limited to Rubio Way.

This is the final decision regarding your Development Application for a Planned Development / Tentative Subdivision Map. Should you have any questions, I can be reached at (775) 782-6215 or by e-mail at [agilbert@co.douglas.nv.us](mailto:agilbert@co.douglas.nv.us)


Sincerely,

  
Adam Gilbert, Planner  
Douglas County Community Development

  
HAB

Cc: R.O. Anderson Engineering  
Cathe Pool, Douglas County Engineering  
Karen Lommori, Douglas County Accounting  
File PD 04-002  
County Clerk  
Building  
Planning Division

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

  
0734433 Page: 8 Of 11 12/11/2008  
BK- 1208  
PG- 2434

**EXHIBIT D**

**DEVELOPMENT SCHEDULE AND PHASING PLAN MAP  
FOR ALOHA RANCH PLANNED DEVELOPMENT, ALSO KNOWN AS RAIN  
SHADOW RANCH**

**Development Schedule-**

**Phase 2:** Final Map required to be recorded by September 30, 2010.

**Phase 3:** Final Map required to be recorded by September 30, 2012.

**Phase 4:** Final Map required to be recorded by September 30, 2014.

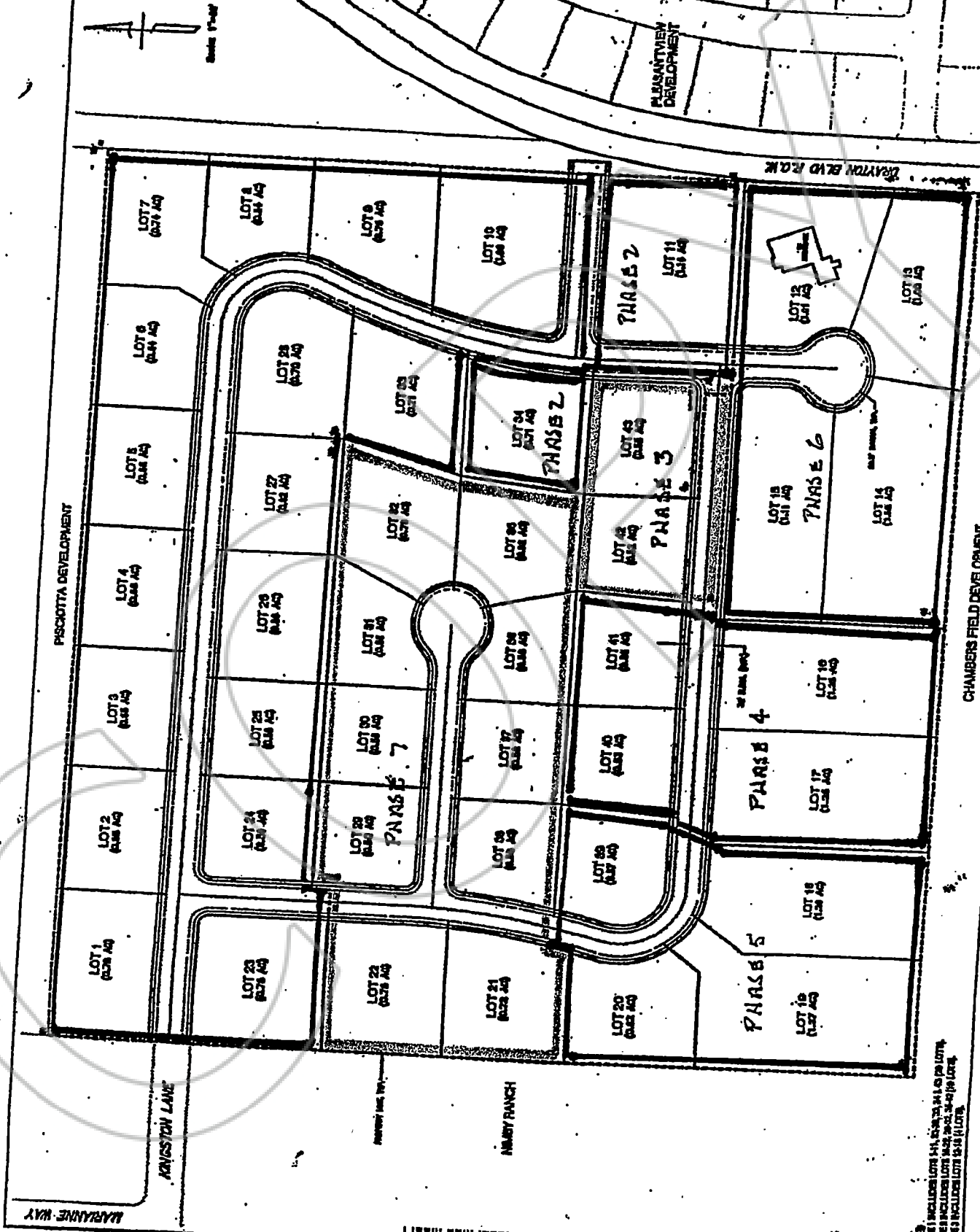
**Phase 5:** Final Map required to be recorded by September 30, 2016.

**Phase 6:** Final Map required to be recorded by September 30, 2018.

**Phase 7:** Final Map required to be recorded by September 30, 2020.

**Phasing Plan Map is on the following page.**





NOTES:  
 PHASE 1 INCLUDES LOTS 1-10, 21-30, 41-50, 61-70, 81-90, 101-110  
 PHASE 2 INCLUDES LOTS 11-20, 31-40, 51-60, 71-80, 91-100  
 PHASE 3 INCLUDES LOTS 101-110

COPY

**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: Dec 10, 2008  
Megan Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy





Attachment 2:  
Development Agreement for the Rain Shadow Ranch Planned Development,  
also formerly known as Aloha Ranch

COPY

DEVELOPMENT AGREEMENT

FILED  
NO. 2004-286

2004 DEC -8 AM 11:45

BARBARA REED  
CLERK

DEPUTY  
*[Signature]*

THIS AGREEMENT is entered between Douglas County, a political subdivision of the State of Nevada (County) and Gregory C. Lynn and Suzanne Towse, Trustees of "The 1995 Gregory C. Lynn and Suzanne Towse Trust," dated may 16, 1995, hereafter referred to as "Developers".

Developers are the owners of certain real property in Douglas County, Nevada, known as the Aloha Ranch, situated approximately 1,320 feet South of Centerville Lane and adjacent to Drayton Boulevard, APN 1220-17-601-001, and being more fully described on Exhibit A, attached and incorporated by reference. The property is the subject of Planned Development Application PD 04-002, for 43 single family residences, which has been approved in Ordinance 2004-1083, subject to conditions, as more fully set forth in the approval letter dated September 15, 2004, attached as Exhibit B, and incorporated by reference.

The planned development is within a "receiving area", which allows the increase in residential density, subject to County approval, by participation in the transfer development rights program, pursuant to Chapter 20.500 of the Douglas County Code, and the project was approved for the construction of more units than would have otherwise been allowed in its the base zoning district.

The development of this parcel, as approved, will lead to the increase in use of streets and roads off-site from the project, and the Developer is responsible for off-site road and transportation improvements related to the impact of the development. One of the alternative ways out of the Aloha Ranch

is by way of Drayton Boulevard, North and Northeast to Centerville Lane, but the cost of required improvements to Drayton Boulevard exceeds the impact of the development, and the improvements to Drayton Boulevard, if made, will benefit other members of the community. Accordingly, the Developers have agreed to pay certain sums, as set forth below, to Douglas County, in lieu of actually making improvements to existing roads and partial improvements to Drayton Boulevard.

The parties recognize that the contribution toward off-site road and transportation improvements is a significant investment in capital improvements, and, pursuant to NRS 278.0201 and Douglas County Code, Chapter 20.400, desire to enter this Development Agreement in order to secure their respective rights and obligations.

Now, therefore, for and in consideration of the mutual promises, covenants and agreement contained herein, the parties agree as follows:

1. The Developers agree to pay Douglas County the sum of \$200,000 toward off-site road and transportation improvements.
2. Payments in the amount of \$10,526.32 each will be made at or prior to the issuance of each residential building permit, for a total of nineteen (19) payments, corresponding with the issuance of the first nineteen (19) building permits. Failure to make or collect a payment when due, regardless of the reason, does not constitute a waiver or modification of this obligation, and will result in suspension of the issuance of further building permits until all payments have been made.

3. The funds will be held by Douglas County in a separate account and applied toward the County's construction of Drayton Boulevard from the project to Pleasantview Drive. Douglas County will construct the described section of Drayton Boulevard after the nineteenth payment is made, or beginning eight (8) years after this development agreement is approved, whichever occurs first, and prior to the expiration of ten years after the development agreement is approved.

Douglas County's construction of this section of Drayton Boulevard will include compliance with the conditions stated in Amended Exhibit C, Appendix to Development Agreement, attached and incorporated by reference.

4. In the event the planned development is terminated or abandoned before buildout, the funds held by Douglas County may be used, in its discretion, for improvements to Marianne Way, South of Centerville Lane. In the event the funds are not used toward the improvements contemplated herein, or otherwise related to the traffic generated by this project, within ten years of payment, then they will be returned to Developers or their successors in interest.

5. Successors in interest, subsequent development on the parcel, or modifications to the planned development will be bound by the terms of this agreement.

6. The Developers will acquire and dedicate off-site access to extend what is now known as Gitalong Way to Drayton Boulevard.

7. The Developers agree to cooperate with the County in the design of drainage improvements and management of stormwater drainage from Drayton Boulevard. The County will bear the costs of design, construction

and maintenance of its stormwater drainage facilities. To the extent that Developers' contemplated changes in the drainage facilities for Phases 8 and 10 of the Pleasantview Subdivision can be designed to manage the drainage from Drayton Boulevard, then the parties can share the costs, with each party to be responsible for a share proportionate to its use of such facilities. Arrangements for off site management of stormwater drainage will be the responsibility of the party who requires the same. Subject to Developers' approval of design and construction, the County will be able to convey through Aloha Ranch.

8. This development agreement for contribution to off-site road and transportation improvements represents a significant investment of capital, to be made by the Developers with the expectation that issuance of residential building permits for the entire project, numbering 43 units, will not be constrained by subsequent legislation. Upon payment of the sum of \$200,000, as provided in paragraph 21, the Developers' right to issuance of building permits for the 43 units, assuming all other conditions have been met, and compliance with other applicable codes and provisions of law, will be considered "vested".

9. Except as otherwise provided in the planned development approval, pursuant to NRS 278.0201, the ordinances, resolutions or regulations applicable to the subject property and governing the permitted uses of the property, density and standards for design, improvement and construction are those in effect upon approval of the planned development and this agreement.

10. This agreement will be binding on, and inure to the benefit, of the parties, their heirs, successors and assigns, including purchasers of individual lots created by the recordation of any final subdivision map.

11. This agreement will be governed by the laws of the State of Nevada.

12. The parties agree that the sums provided herein are not impact fees, but installment payments for off-site improvements legitimately required as a condition of development approval.

13. 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.

14. 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 of 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.

15. 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.

16. The parties agree to fully cooperate in diligently pursuing and in obtaining all approvals, permits, and agreements necessary from any federal, state or local government entity, necessary to implement the intent of this Development Agreement.

17. 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.

Date:

THE 1995 GREGORY C. LYNN AND  
SUZANNE TOWSE TRUST

  
By GREGORY C. LYNN, TRUSTEE

Date:

  
By SUZANNE TOWSE, TRUSTEE

Date:

DOUGLAS COUNTY, NEVADA

By: *Kelly D. Seb*

ATTEST:  
BARBARA REED, DOUGLAS COUNTY CLERK

*Barbara Reed*  
By: *Lynne, Clerk to Board*

APPROVED AS TO FORM:  
Scott Doyle, Douglas County District Attorney

*Tom*  
By: Thomas E. Perkins, Deputy



Order No.: 040800474

### LEGAL DESCRIPTION

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

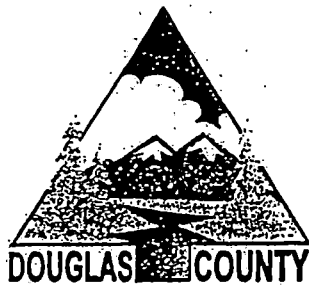
That portion of the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 12 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Southeast corner of Parcel B of that certain Parcel Map for Bob Whear recorded in Book 192 at Page 743 as Document No. 268564 of the official records of said Douglas County; thence Northerly along the Easterly line of said Parcel B, North  $0^{\circ}23'40''$  East, 1257.28 feet to the Southwest corner of the 13.00 acre parcel shown on that certain Parcel Map for the J.M. Ryan Parcels recorded in Book 474 at Page 253 as Document No. 72640 of the official records of said Douglas County; thence Easterly along the Southerly line of said 13.00 acre parcel, North  $89^{\circ}34'38''$  East, 1320.26 feet to the Southwest corner of said 13.00 acre parcel; thence South  $0^{\circ}29'39''$  East, 1256.79 feet to the Northeast corner of Lot 11 of the Chambers Field Subdivision recorded in Book 179 at Page 435 as Document No. 28862 of the official records of said Douglas County; thence Westerly along the Northerly line of Lots 6 through 11 of said Chambers Field Subdivision, South  $89^{\circ}33'21''$  West, 1322.44 feet to the Point of Beginning.

Reference is made to Record of Survey filed with the Douglas County Recorder on December 1, 1994 in Book 1294, at Page 143 as Document No. 351716.

APN 1220-17-601-001

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 27, 2002, BOOK 0802, PAGE 9035, AS FILE NO. 0550521, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."



## COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Minden, Nevada 89423

Bob Nunes  
DIRECTOR

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

Received  
SEP 21 2004  
Douglas County District Attorney

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

September 15, 2004

Greg Lynn  
1222 Bobwire Lane  
Gardnerville, NV 89460

Re: Planned Development (PD) 04 – 002 for Greg Lynn  
1,320 feet south of Centerville Lane and adjacent to Drayton Boulevard,  
(APN 1220-17-601-001)

Dear Mr. Lynn:

On September 9, 2004, the Douglas County Board of Commissioners took the following actions: A) introduced Ordinance Number 2004-1083, establishing a SFR ½ / PD (Single-family Residential, minimum one-half net acre parcel size) Planned Development overlay zone, and B) approved a Tentative Subdivision Map dividing 38.13 acres into 43 single-family residential parcels, the smallest being 0.52 acre in area and including one, 0.09-acre parcel to support a well site within the SFR-2 (Single-family Residential, 2-acre minimum parcel size) zoning district within a master plan Receiving Area, within the Gardnerville Ranchos Planning Area, generally at the terminus of Kingston Lane, 1,320 feet south of Centerville Lane and west of Drayton Boulevard (APN 1220-17-601-001). The second reading of the ordinance will be heard by the Board of Commissioners on October 7, 2004. The approved Planned Development / Tentative Parcel Map is subject to the following conditions:

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

1. The applicant<sup>1</sup> shall submit improvement plans to the Douglas County Community Development Department for review and approval. 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. The applicant shall show evidence that the Gardnerville Ranchos General Improvement District (GRGID) has reviewed and approved the design and construction of all internal roads, including park strip and sidewalk.

<sup>1</sup> The "applicant", hereinafter meaning the applicant/developer and/or his representative.

FILED  
2004 SEP 17 AM 9:05  
BARBARA REED  
CLERK  
DEPUTY

- B. The road tentatively known as Gitalong Way shall be renamed and shall be constructed to the standards described in detail A-02 of the Douglas County Design Criteria and Improvements Standards Manual. The road shall be extended to the east, intersecting with Drayton Boulevard, and shall be barricaded until such time that Drayton Boulevard is constructed.
  - C. The northern portion of the road tentatively known as Mosey Way shall be renamed Kingston Lane.
  - D. Kingston Lane shall be constructed to the standards described in detail A-02 of the Douglas County Design Criteria and Improvement Standards Manual.
  - E. The applicant shall enter a development agreement, in a form to be approved by the Board, for payment of funds toward construction of off-site road and transportation improvements, as set forth in condition number 21.
  - F. Final landscape plan for street trees.
  - G. All construction traffic shall be limited to Rubio Way.
2. The project shall connect to the Gardnerville Ranchos General Improvement District (GRGID) sewer system and shall comply with the GRGID will serve letter.
  3. The project shall connect to the GRGID water system and shall comply with the GRGID will serve letter.
  4. The applicant shall meet the water rights dedication requirement for the new parcels to the satisfaction of the GRGID.
  5. The applicant shall review his submittal with the Water Conveyance Advisory Committee (WCAC) and comply with any conditions or mitigation measures deemed necessary by that Board.

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

6. The applicant shall demonstrate compliance with any conditions or mitigation measures deemed necessary by the WCAC.
7. 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.
8. The applicant shall pay \$2,925 for future traffic improvement costs at the intersection of State Route 88 and Centerville Lane, and the applicant shall pay \$3,375 for future traffic improvement costs at the intersection of Centerville Lane and Dresslerville Road.

9. The applicant shall install utility lines and extend to serve each parcel. Any new utility extensions must be installed underground in accordance with Douglas County Code Section 20.220, Under grounding of Utilities.
10. The applicant shall insure that on-site and off-site improvements are 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.
11. The applicant shall submit proof from the GRGID that the required water rights have been dedicated to serve the development.
12. The applicant shall comply with 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 state the County rejects 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 accepted by the GRGID for maintenance.
  - E. The applicant shall provide evidence that twenty-four (24) transfer of development rights are available and dedicated to support this development.
  - F. A minimum 11-foot access and landscape easement from the edge of right-of-way along all street frontages. The applicant shall dedicate this area as a public access easement on the final map.
13. 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.
14. 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."

15. Each lot owner is responsible for the maintenance of the area between the sidewalk and the edge of curb. If the owner fails or refuses to maintain the area, then, upon reasonable notice, the County, or other governmental entity in whose jurisdiction the property lies, has the authority to enter upon the property and conduct the required maintenance, in which case the costs of maintenance will be a lien on the property, which may be perfected and executed in the manner provided by law.
16. The applicant shall provide documentation that the development rights to be transferred, to support 24 additional residential units, have been certified and are eligible for transfer under section 20.500 of Douglas County Code.

**THE FOLLOWING NOTES SHALL BE PLACED ON THE FINAL MAP:**

17. Any further division of these parcels may be subject to subdivision improvements as provided under NRS 278.462(3).
18. Maintenance of all drainage facilities and easements shall be the responsibility of the individual property owners or other private entity, including a homeowner's association, unless accepted by the GRGID. The County rejects any offer of dedication of drainage facilities or drainage easements.
19. The access and landscape easements shall be maintained by individual property owners.

**TO BE SUBMITTED WITH THE BUILDING PERMIT:**

20. The applicant shall submit a landscape and irrigation plan for the front yard and park strips
21. The development agreement for off-site road and transportation improvements will contain the following terms, and each parcel resulting from the recording of final subdivision maps and each phase thereof will be bound by the terms thereof, which require payment of funds at or prior to the issuance of each residential building permit:
  - A. The applicant is required to contribute the sum of \$200,000 toward off-site road and transportation improvements, payable as set forth in Paragraph B hereof.
  - B. Payments in the amount of \$10,526.32 ( $\$200,000 / 19 = \$10,526.32$ ) each will be made at or prior to the issuance of each residential building permit, for a total of nineteen (19) payments, corresponding with the issuance of the first nineteen (19) building permits.
  - C. The funds will be held by Douglas County in a separate account and applied toward the County's construction of Drayton Boulevard. Construction will take place by the County after the twentieth payment is made, or beginning eight (8) years after the development agreement is approved, whichever occurs first, and prior to the expiration of ten years after the development agreement is approved.
  - D. In the event the planned development is terminated or abandoned before buildout, the funds held by Douglas County may be used, in its discretion, for improvements to

Marianne Way. Successors in interest, subsequent development on the parcel, or modifications to the planned development will be bound by the terms of the development agreement.


- E. The applicant will acquire and dedicate off-site access to extend "Git Along Way" to Drayton Boulevard.
- F. The applicant will agree to cooperate with the County in the design of drainage improvements and management of stormwater drainage from Drayton Boulevard.

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

- 22. The applicant shall be responsible for maintenance of all drainage facilities and easements, unless accepted by GRGID. Obstructing the flow or altering the course of a drainage channel is prohibited.
- 23. The development agreement for contribution to off-site road and transportation improvements represents a significant investment of capital, to be made by the applicant with the expectation that issuance of residential building permits for the entire project, numbering 43 units, will not be constrained by subsequent legislation. Upon payment of the sum of \$200,000, as provided in condition 21, and in the development agreement to be adopted pursuant thereto, the applicant's right to issuance of building permits for the 43 units, assuming all other conditions have been met, and compliance with other applicable codes and provisions of law, will be considered "vested".
- 24. This tentative map approval shall expire two years from the date of approval, 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 Development Application for a Planned Development / Tentative Subdivision Map. For questions regarding this project, I can be reached by phone at (775) 782-6215 or e-mail at [agilbert@co.douglas.nv.us](mailto:agilbert@co.douglas.nv.us)

Sincerely,

  
Adam Gilbert, Planner  
Douglas County Community Development

  
HAB

Cc: R.O. Anderson Engineering  
Cathe Pool, Douglas County Engineering  
Karen Lommoni, Douglas County Accounting  
File PD 04-002  
County Clerk

**AMENDED**

**EXHIBIT C**  
**APPENDIX TO DEVELOPMENT AGREEMENT**

1. The sound barrier walls required by the "Pleasantview/Drayton Development Agreement" shall be constructed concurrent with the development Drayton Boulevard.
2. The sound barrier walls will extend from the existing Pleasantview West sound barrier wall, at a height not to exceed seven feet. The wall will be of a masonry type construction, maintaining the aesthetic nature of the neighborhood.
3. Drayton Boulevard will be constructed to Douglas County standards, the same as existing Pleasant view roads. There will be weight limits on the road to preclude regular use of the roadway by large trucks.
4. Until such time as to portions of Drayton Boulevard contemplated by this agreement are constructed, the Wintergreen and Sweetwater exits will remain barricaded.
5. Street lighting on Drayton Boulevard adjacent to Pleasantview will be at the intersections only, and will be of low intensity, directed away from the rear of the homes on Springfield Drive.
6. Drayton Boulevard will be a County maintained road, controlling weeds and loose dirt.
7. If there is incremental development of Drayton Boulevard, the above conditions shall apply to all such development with the sound barrier walls culminating at the South end of the Pleasantview subdivision.

**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.

EXHIBIT C DATE: December 13, 2004  
Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By: Debra M. Mullock Deputy