

**Park Cattle Company for Muller Parkway
Development Agreement
&
First Amendment**

ORDINANCE NO. 2004R-1097

SUMMARY

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

TITLE

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

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

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

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

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

PROPOSED on November ^{23,}~~4,~~ 2004.

PROPOSED by TIM SMITH.

PASSED on JANUARY 6, _____, 2005.

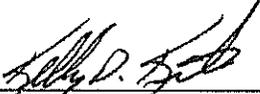
Ordinance No. 2004R-1097
Page Two

VOTE: Ayes: Commissioners KELLY KITE
JAMES BAUSHKE
TIM SMITH

RECUSED: JACQUES ETCHEGOYHEN

Nays: Commissioners
DOUG JOHNSON

Absent: Commissioners
NONE


KELLY D. KITE, CHAIRMAN

ATTEST:


BARBARA J. REED, CLERK
By: Lynak, Clerk to Board

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

FILED

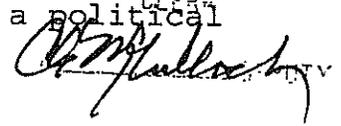
NO. 2005.027

2005 JAN 31 AM 10:20

AGREEMENT

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

BARBARA REED
CLERK



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

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

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

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

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



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

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

4. Construction is to take place within seven (7) years of the recording of such instruments of dedication, or within five (5) years of acquisition of right of way on adjacent property to the South, APN 1320-34-002-001. The County agrees to pursue such acquisition in good faith and employ lawful means at its disposal to complete the same. When a deed of dedication or similar instrument is executed and delivered, or an Order for Immediate Entry is entered by a court of competent jurisdiction, the County shall be deemed to have acquired said right of way.

The time periods provided herein will be suspended if the dedication or construction of the Muller Parkway Extension is



restrained by injunctive or other relief issued by a court of competent jurisdiction.

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

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

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

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

A. At the intersection with Buckeye Road.

B. In the vicinity of the Section Line between Sections 20 and 21.

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

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

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

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

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

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

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

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

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

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

9. Douglas County's obligation to construct its portion of the Muller Parkway Extension, as provided herein, is subject to the availability of lawful sources of public funding for the same, provided, however, that the absence of such funding shall not preclude a reversion of title to Landowner as provided in Paragraph 12 hereof.

10. The failure of a party to this Agreement to abide by its terms shall constitute a default. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision in this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and, if practicable, the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged with the default shall not be considered in default for purposes of termination or institution of legal proceedings or issuance of any building permit or certificate of occupancy.



11. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, nor parties to this Agreement, enactment supplementary environmental regulation, or similar bases for excused performance. If written notice of such delay is given to the other party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon.

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

13. In addition to any other rights or remedies, either party may institute legal action in law or equity to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

14. The parties agree to fully cooperate in diligently pursuing and in obtaining all approvals, permits, and agreements

necessary or demand from any federal, state or local government entity, for construction of the Muller Parkway Extension, including but not limited to subsurface, surface, and above surface conditions.

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

16. Landowner and the County shall mutually cooperate to obtain all necessary approvals, permits or authorizations to any and all requirements which are or may be necessary to implement the intent of this Agreement.

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

18. This Agreement shall be constructed and enforced in accordance with the laws of the State of Nevada. Should any legal action be brought by any party relating to this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court.

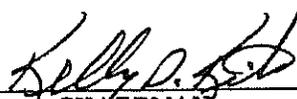
19. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and except as otherwise provided in conditions of development approval already made and granted as to specific projects, supersedes all other agreements, written or oral, between the parties with respect to such subject matter.



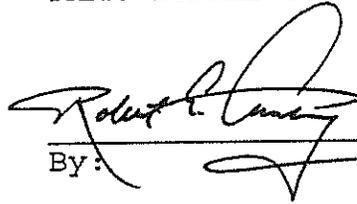
20. This Agreement may be signed in counterparts.

Dated the 6th day of January, 2005.

DOUGLAS COUNTY, NEVADA



By: CHAIRMAN
DOUGLAS COUNTY COMMISSIONERS
PARK CATTLE CO.



By:

ATTEST:
BARBARA REED, Douglas County
Clerk



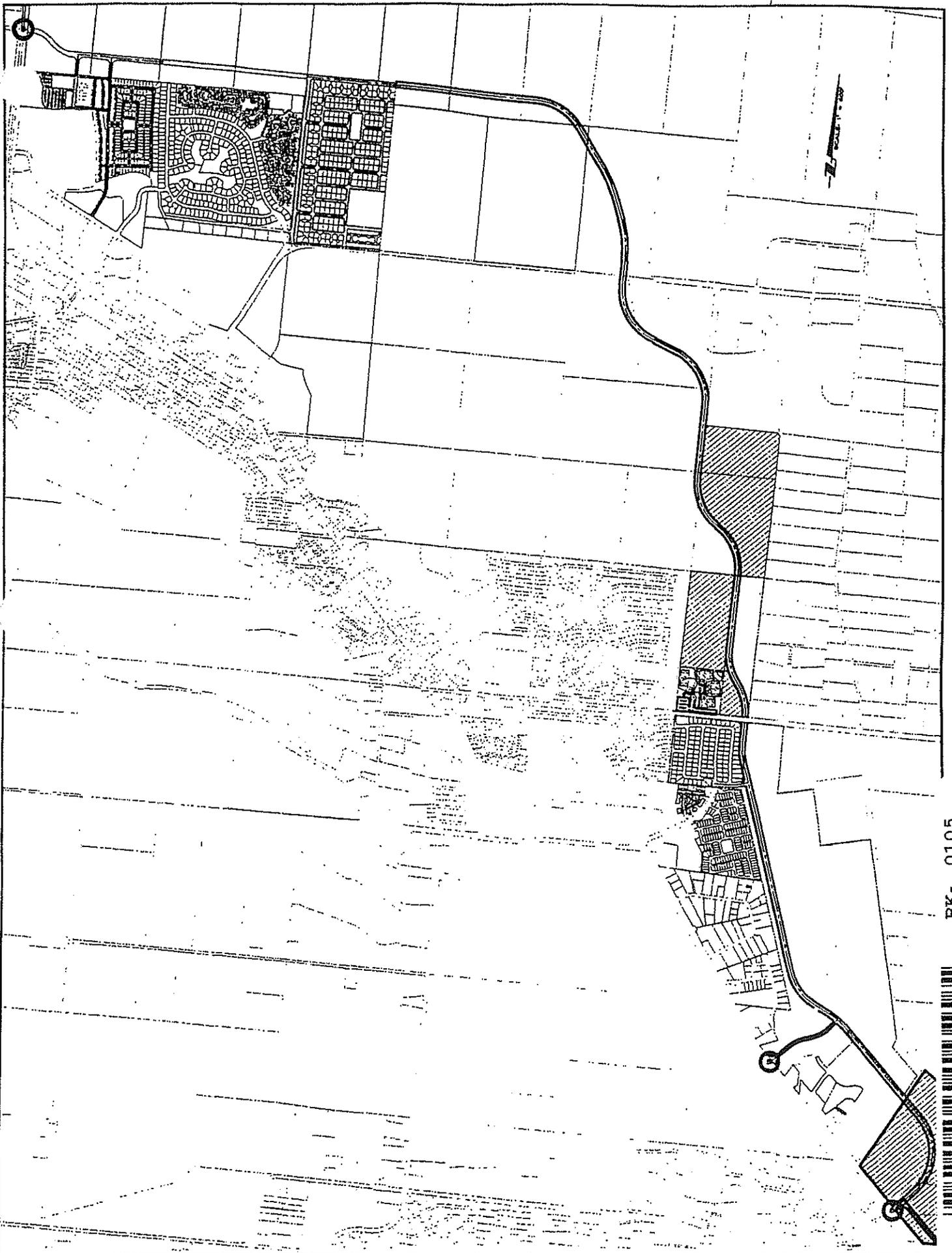
By: L. Lynch, Clerk to Board

APPROVED FOR FORM
SCOTT DOYLE, Douglas County
District Attorney



By:





First Amendment

The First Amendment to the
Development Agreement for Park Cattle Company
for the Muller Parkway Extension

FILED
2007.244
2007 NOV -8 PM 2:59
CLERK
[Signature]

This first amendment to the development agreement is made and entered into this 11TH day of OCTOBER, 2007, between Park Cattle Company, a Nevada corporation, (Landowner) and Douglas County, a political subdivision of the State of Nevada (County).

RECITALS

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

1. The County approved a development agreement with Park Cattle Company for the Muller Parkway Extension on January 20, 2007.
2. The parties anticipated minor modifications to the planned alignment of Muller Parkway in the agreement and agreed that if the modification would take place after the recording of the instruments of conveyance that it would be governed by NRS 244.276.
3. The parties desire to amend the alignment in the original development agreement.

The parties, based on the conditions and promises contained in this agreement, agree to the amendment of the following sections of the agreement:

1. Landowner agrees to dedicate to County for street and highway purposes the section of the Muller Parkway extension 150 ft. generally described in the attached drawing, "Park Cattle Company, Muller Parkway right of way offer of Dedication" prepared by R. O. Anderson Engineering, Inc., dated October 27, 2004 is replaced by the attached exhibit "Muller Parkway Realignment" prepared by R. O. Anderson Engineering, Inc., dated August 14, 2007. The County

agrees, pursuant to NRS 244.276, that the property being vacated by the realignment is automatically reverted to the ownership of the Park Cattle Company.

COUNTY

Doug N. Johnson
Doug N. Johnson, Chair
Board of County Commissioners

LANDOWNER

W.B. Nelson President
By:
Park Cattle Company

Approved as to form:

Robert J. Moran
District Attorney

Approved as to content:

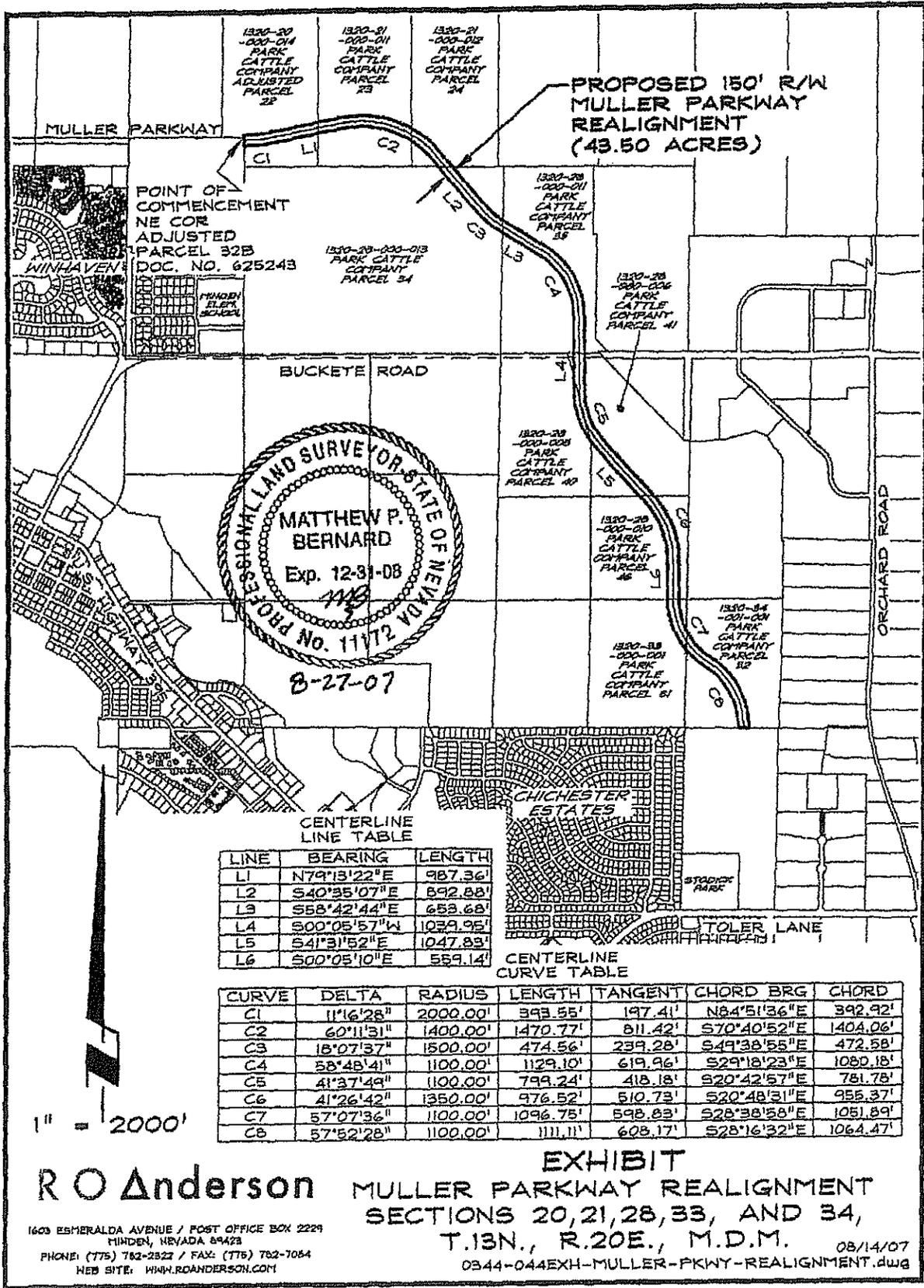
Ann Mason
Community Development Director

Attest:

Barbara J. Griffin
Barbara J. Griffin, Clerk

Dated: 10/11/07

BY: Quinn Hennessy
CLERK TO THE BOARD



PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
 MATTHEW P. BERNARD
 Exp. 12-31-08
 No. 11172
 8-27-07

CENTERLINE LINE TABLE

LINE	BEARING	LENGTH
L1	N79°13'22"E	987.36'
L2	S40°35'07"E	892.88'
L3	S58°42'44"E	653.68'
L4	S00°05'57"W	1039.95'
L5	S41°31'52"E	1047.83'
L6	S00°05'10"E	559.14'

CENTERLINE CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG	CHORD
C1	11°16'28"	2000.00'	393.55'	197.41'	N84°51'36"E	392.92'
C2	60°11'31"	1400.00'	1470.77'	811.42'	S70°40'52"E	1404.06'
C3	18°07'37"	1500.00'	474.56'	239.28'	S49°38'55"E	472.58'
C4	58°48'41"	1100.00'	1129.10'	619.96'	S29°18'23"E	1080.18'
C5	41°37'49"	1100.00'	799.24'	418.18'	S20°42'57"E	781.78'
C6	41°26'42"	1350.00'	976.52'	510.73'	S20°48'31"E	955.37'
C7	57°07'36"	1100.00'	1096.75'	598.83'	S28°38'58"E	1051.89'
C8	57°52'28"	1100.00'	1111.11'	608.17'	S28°16'32"E	1064.47'

R O Anderson

1603 ESHERALDA AVENUE / POST OFFICE BOX 2229
 HINDEN, NEVADA 89423
 PHONE: (775) 782-2522 / FAX: (775) 782-7064
 WEB SITE: WWW.ROANDERSON.COM

EXHIBIT
MULLER PARKWAY REALIGNMENT
 SECTIONS 20, 21, 28, 33, AND 34,
 T.13N., R.20E., M.D.M.

0344-044EXH-MULLER-PKWAY-REALIGNMENT.dwg 08/14/07

**DESCRIPTION
MULLER PARKWAY REALIGNMENT
(Over Park Cattle Company)**

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

A one-hundred-fifty foot (150') wide strip of land located within portions of Sections 20, 21, 28, 33 and 34, Township 13 North, Range 20 East, Mount Diablo Meridian, lying seventy-five feet (75') on both sides of the following described centerline:

Commencing at the northeast corner of that certain parcel shown as Adjusted Parcel 32B on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company recorded September 28, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 625243, also being the northeast corner of the Remainder parcel as shown on the Final Subdivision Map for Monterra, Phase 1, recorded August 24, 2005 in said office of Recorder as Document No. 653145;

thence South 00°30'17" West, 40.00 feet to the POINT OF BEGINNING;
thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 2000.00 feet, central angle of 11°16'28", arc length of 393.55 feet, and chord bearing and distance of North 84°51'36 East, 392.92 feet;
thence North 79°13'22" East, 987.36 feet;
thence along the arc of a curve to the right, having a radius of 1400.00 feet, central angle of 60°11'31", arc length of 1470.77 feet, and chord bearing and distance of South 70°40'52" East, 1404.06 feet;
thence South 40°35'07" East, 892.88 feet;
thence along the arc of a curve to the left, having a radius of 1500.00 feet, central angle of 18°07'37", arc length of 474.56 feet, and chord bearing and distance of South 49°38'55" East, 472.58 feet;
thence South 58°42'44" East, 653.68 feet;
thence along the arc of a curve to the right, having a radius of 1100.00 feet, central angle of 58°48'41", arc length of 1129.10 feet, and chord bearing and distance of South 29°18'23" East, 1080.18 feet;
thence South 00°05'57" West, 1039.95 feet;
thence along the arc of a curve to the left, having a radius of 1100.00 feet, central angle of 41°37'49", arc length of 799.24 feet, and chord bearing and distance of South 20°42'57" East, 781.78 feet;
thence South 41°31'52" East, 1047.83 feet;
thence along the arc of a curve to the right, having a radius of 1350.00 feet, central angle of 41°26'42", arc length of 976.52 feet, and chord bearing and distance of South 20°48'31" East, 955.37 feet;



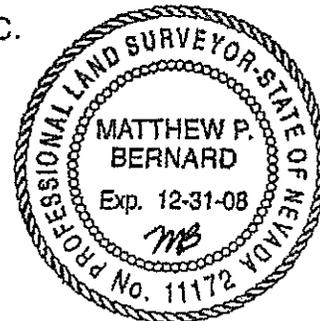
thence South $00^{\circ}05'10''$ East, 559.14 feet;
thence along the arc of a curve to the left, having a radius of 1100.00 feet, central angle of $57^{\circ}07'36''$, arc length of 1096.75 feet, and chord bearing and distance of South $28^{\circ}38'58''$ East, 1051.89 feet to a point of reverse curvature;
thence along the arc of a reverse curve, having a radius of 1100.00 feet, central angle of $57^{\circ}52'28''$, arc length of 1111.11 feet, and chord bearing and distance of South $28^{\circ}16'32''$ East, 1064.47 feet to a point on the south line of Parcel 52 as shown on the Land Division Map for John B. Anderson No. 2 recorded September 27, 1978 in said office of Recorder as Document No. 25700, also being the north line of that certain parcel shown as Adjusted A.P.N. 25-080-07 on the Record of Survey to Support a Boundary Line Adjustment for Rhoda Chichester Revocable Trust, Robert L. Chichester, Jr., Ross J. Chichester, and Lester Leroy and Anita Thran Stodick Family Trust recorded June 21, 1995 in said office of Recorder as Document No. 364543, the TERMINUS of this description, said point bears South $89^{\circ}18'25''$ East, 844.42 feet from the northwest corner of said Adjusted A.P.N. 25-080-07, containing 43.50 acres, more or less.

The sidelines of the above described strip of land shall be extended and shortened to terminate at the easterly line, and the prod thereof, of said Adjusted Parcel 32B and said south line of Parcel 52, also being the north line of Adjusted A.P.N. 25-080-07. Where sidelines are extended from the end of the arc of a curve, said sidelines shall be extended tangent to said curve.

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

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

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



8-27-07