

Item # 3-3B

City of Carson City
Agenda Report

Date Submitted: 09/26/06

Agenda Date Requested: 10/05/06

Time Requested: Consent

To: Mayor and Supervisors
From: Development Services

Subject Title: Action to approve and authorize the Mayor to sign the Release and Cancellation of the Improvement Agreements between Carson City and:

- Stanton Park Development, Inc., for the construction of public improvements related to development of Mountain Park Subdivision, Unit No. 11.
- Northridge LLC for the construction of public improvements related to development of Northridge Subdivision, Phase 11.
- Northridge LLC for the construction of public improvements related to development of Northridge Subdivision, Phase 8.
- Alexander K. Bernhard and Lenore J. Bernhard, Co -Trustees of the Bernhard Family Trust for the construction of public improvements related to Hidden Meadow Estates, Unit 4.

Staff Summary: Staff is requesting that the Board of Supervisors rescind and cancel the Improvement Agreements between Carson City and the properties described above as the improvements has been completed and have passed the warranty period as acceptable.

Type of Action Requested: (check one)

Resolution Ordinance

Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve and authorize the Mayor to sign the Release and Cancellation of the Improvement Agreements between Carson City and:

- Stanton Park Development, Inc., for the construction of public improvements related to development of Mountain Park Subdivision, Unit No. 11.
- Northridge LLC for the construction of public improvements related to development of Northridge Subdivision, Phase 11.
- Northridge LLC for the construction of public improvements related to development of Northridge Subdivision, Phase 8.
- Alexander K. Bernhard and Lenore J. Bernhard, Co -Trustees of the Bernhard Family Trust for the construction of public improvements related to Hidden Meadow Estates, Unit 4.

Explanation for recommended Board Action: The requirements set forth in the Improvement Agreements has been completed.

Applicable Status, Code, Policy, Rule or Regulation: Section 17.08.020 of the Carson City Municipal Code and Nevada Revised Statutes 278.380.

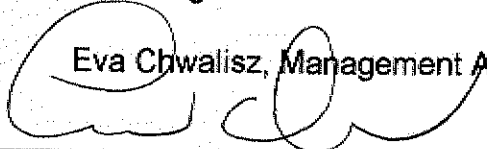
Fiscal Impact: None

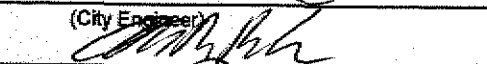
Funding Source: N/A

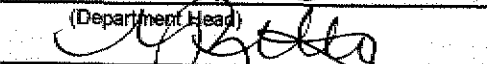
Explanation of Impact: N/A

Alternatives: None

Supporting Materials: Recorded Improvement Agreements and Improvement Agreements Release and Cancellation.

Prepared By:  Eva Chwalisz, Management Assistant

Reviewed By:  _____ Date: 9/22/06

Concurrences:  _____ Date: 9/26/06

 _____ Date: 9-26-06

 _____ Date: 9-26-06

Board Action Taken:

Motion: _____ 1) _____ **Aye/Nay**
2) _____

(Vote Recorded By)

IMPROVEMENT AGREEMENT RELEASE AND CANCELLATION

CARSON CITY, NEVADA

PROJECT: The Improvement Agreement Release & Cancellation for Mountain Park Subdivision, Unit No. 11.

**IMPROVEMENT AGREEMENT AND/OR
ORDINANCE APPROVED BY BOARD ON:** June 17, 1999

RECORDING INFORMATION: 236669, June 25, 1999

This document confirms that all of the requirements set forth in the Improvement Agreement referenced above have been completed by the BUILDER.

Accordingly, the CITY hereby approves the above-referenced Improvement Agreement for release. Both the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns consent to the cancellation of the Improvement Agreement. In addition, the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns agree that this release and cancellation shall be recorded in accordance with Section 17.08.020 of the Carson City Municipal Code and Nevada Revised Statutes 278.380.

CITY:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

District Attorney's Office

ATTEST:

Alan Glover, Clerk/Recorder

1 IMPROVEMENT AGREEMENT

2 MOUNTAIN PARK SUBDIVISION, UNIT NO. 11

3 Carson City, Nevada

4 THIS AGREEMENT, dated this 17th day of June, 19 99,
5 between Stanton Park Development, Inc. hereinafter referred to as
6 "DEVELOPER", and CARSON CITY, NEVADA, a municipal corporation,
7 hereinafter referred to as "CITY".

8 WITNESSETH:

9 WHEREAS, in connection with the development of Mountain Park
10 Subdivision, Unit No. 11 the DEVELOPER filed a tentative map with the
11 Community Development Department of the CITY, and said tentative map
12 was duly approved; and

13 WHEREAS, the DEVELOPER has submitted a final map of Mountain
14 Park Subdivision, Unit No. 11 for approval and acceptance; and

15 WHEREAS, the DEVELOPER has agreed to do and perform certain
16 work consisting of on-site and off-site improvements associated with Mountain
17 Park Subdivision, Unit No. 11, including but not limited to street paving, curb
18 and gutter, sidewalk, sewer lines, water mains, storm drains, and all work
19 appurtenant thereto in accordance with the plans, specifications and drawings
20 heretofore submitted and filed with the City Engineer of the CITY; and

21 WHEREAS, the CITY has agreed to accept said improvements when
22 and as completed by the DEVELOPER in accordance with the said plans,
23 specifications and drawings and in accordance with all applicable provisions of
24 the Carson City Municipal Code and any other applicable ordinances or
25 regulations which are hereby referred to and made part of this agreement by
26 reference, and in accordance with the specific conditions set forth herein.

27 NOW, THEREFORE, the parties of this agreement, in consideration of
28 the provisions herein contained and other good and valuable considerations, do

1 hereby agree as follows:

2 1. DEVELOPER agrees to construct at his cost and expense all
3 improvements shown on the plans, specifications and drawings heretofore
4 submitted to the City Engineer, and further agrees to install said improvements
5 in strict accordance with the applicable provisions of the Carson City
6 Municipal Code and any other applicable ordinances, rules or regulations of
7 the CITY regarding such work in effect at the date of this agreement.

8 2. It is expressly understood and agreed that all work done by the
9 DEVELOPER will be subject to inspection and acceptance by the City
10 Engineer, and that any progress inspections and approval by the City Engineer
11 of any item of work will not forfeit the right of the CITY to require the
12 correction of faulty workmanship or material at any time during the course of
13 the work, although previously approved by oversight; and nothing herein
14 contained will relieve the DEVELOPER of the responsibility for proper
15 construction and maintenance of the work, materials and equipment required
16 under the terms of this agreement until all work has been completed and
17 accepted by the CITY.

18 3. It is further agreed that any defects or faults in the improvements
19 which may appear at any time within one (1) year after final acceptance by the
20 CITY, and which are caused by or result from defective or improper materials
21 or workmanship will be corrected by the DEVELOPER at his own cost and
22 expense.

23 4. The DEVELOPER further agrees that work on said improvements
24 will be started within 30 days from the date of this agreement and will be
25 completed within 18 months thereafter.

26 5. It is further agreed that before the CITY releases the final map for
27 filing for record and as a condition precedent to the recording thereof, the
28 DEVELOPER shall furnish to the CITY cash, an instrument of credit, or a

1 bond in a form approved by the Public Works Director, securing performance
2 by the DEVELOPER of all work shown on the plans, specifications and
3 drawings. This agreement will become effective upon the DEVELOPER
4 submitting said cash, instrument of credit, or bond in the total amount of Six
5 Hundred and Six Thousand, Three Hundred Eighty-Nine Dollars and Twenty
6 Five Cents (\$606,389.25), which amount is 150% of the engineer's estimate to
7 guarantee the performance, labor and materials of all items of work in
8 connection with the construction of all on-site and off-site improvements for
9 Mountain Park Subdivision, Unit No. 11. The engineer's estimate and the
10 amount of required surety may be adjusted annually for inflation as necessary
11 at the discretion of the Public Works Director. Upon completion and
12 acceptance by the CITY of all work done by the DEVELOPER in connection
13 with this agreement and submittal of "as-built drawings", release will be made
14 in the amount of the surety less 10% of the engineer's estimate to be retained
15 (or a substitute maintenance surety may be posted) to secure the
16 DEVELOPER'S obligation to repair defects in workmanship and materials
17 which appear in the work within one year of acceptance by the CITY.
18 Provisions may be made for inspection and approval of stages of the work and
19 release of portions of the security for the work completed. Partial releases will
20 be processed as set forth in written policies of the CITY which are approved
21 by and may only be changed through resolutions adopted by the Board of
22 Supervisors.

23 6. The DEVELOPER shall protect and take care of all work until its
24 completion and final acceptance by the CITY. While moving on, constructing,
25 and moving off, the DEVELOPER will keep the site free and clear from
26 dangerous accumulation of rubbish and debris, and will maintain sufficient and
27 proper barricades, lights, etc., for the protection of the public. Final
28 acceptance of the work will not be made by the CITY until the area falling

1 under this agreement and all adjacent properties have been cleared of all
2 rubbish, surplus materials and equipment resulting from the contractor's
3 operation, to the satisfaction of the City Engineer.

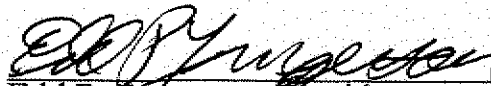
4 7. If the DEVELOPER shall fail, neglect or refuse to do or perform any
5 act or thing herein covenanted and agreed to be done or performed, such
6 failure, neglect or refusal will constitute a default breach of this agreement, and
7 if the DEVELOPER shall fail, neglect or refuse to cure the default upon
8 request of the CITY, the CITY, at its option, may correct such default, and
9 thereupon recover from the DEVELOPER the cost thereof, or may require the
10 specific performance by the DEVELOPER of all terms, conditions and
11 covenants of this agreement. The foregoing will be in addition to, and not
12 exclusive of, any other remedy now or hereafter provided by law, and the
13 pursuit of any right or remedy will not be construed as an election.

14 8. It is further agreed that if performance of the work noted in the plans,
15 specifications and drawings should be delayed without fault of the
16 DEVELOPER, the time for construction of said work may be extended by the
17 CITY for such period of time as is reasonable.

18 9. This agreement will bind the heirs, executors, administrators,
19 successors, and assigns of the respective parties.
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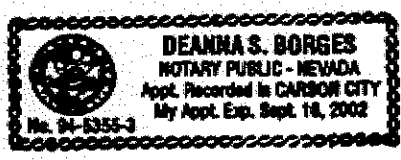
1 IN WITNESS WHEREOF, the parties hereto have caused this
2 agreement to be executed as of the day and year first above written.

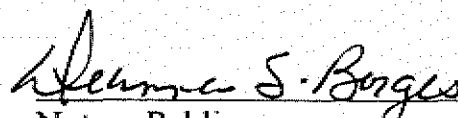
3
4 DEVELOPER:

5 
6 Edd P. Furgerson, President
7 Stanton Park Development, Inc .
8


9
10 STATE OF Nevada
11 COUNTY OF Carson

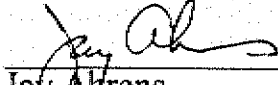
12 This instrument was acknowledged before me on this 4th day of
13 June, 19 99, by Edd P. Furgerson as President of Stanton
14 Park Development, Inc.



19 
20 Notary Public

21 CITY:


22
23 Approved as to form:
24 
25 Mark Forsberg
26 Chief Deputy District Attorney


27 Approved:
28 
Jay Ahrens
Development Eng. Manager

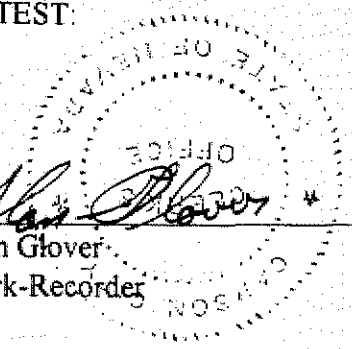
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CITY:

ATTEST:


Ray Masayko
Mayor


Alan Glover
Clerk-Recorder



FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
'99 JUN 25 A9:14

FILE NO. 236669
ALAN GLOVER
CARSON CITY CLERK RECORDER
FEES NIC EB

IMPROVEMENT AGREEMENT RELEASE AND CANCELLATION

CARSON CITY, NEVADA

PROJECT: The Improvement Agreement Release & Cancellation for Northridge Subdivision, Unit No. 11.

**IMPROVEMENT AGREEMENT AND/OR
ORDINANCE APPROVED BY BOARD ON:** September 5, 2002

RECORDING INFORMATION: 283452, September 6, 2002

This document confirms that all of the requirements set forth in the Improvement Agreement referenced above have been completed by the BUILDER.

Accordingly, the CITY hereby approves the above-referenced Improvement Agreement for release. Both the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns consent to the cancellation of the Improvement Agreement. In addition, the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns agree that this release and cancellation shall be recorded in accordance with Section 17.08.020 of the Carson City Municipal Code and Nevada Revised Statutes 278.380.

CITY:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

District Attorney's Office

ATTEST:

Alan Glover, Clerk/Recorder

SUBDIVISION IMPROVEMENT AGREEMENT

NORTHRIDGE SUBDIVISION PHASE 11

Carson City, Nevada

THIS AGREEMENT, dated this 5th day of Sept, 2002, between NORTHRIDGE LLC, hereinafter referred to as "DEVELOPER", and CARSON CITY, NEVADA, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, in connection with the development of Northridge Subdivision Phase 11 the DEVELOPER filed a tentative map with the Community Development Department of the CITY, and said tentative map was duly approved; and

WHEREAS, the DEVELOPER has submitted a final map of Northridge Subdivision Phase 11 for approval and acceptance; and

WHEREAS, the DEVELOPER has agreed to do and perform certain work consisting of on-site and off-site improvements associated with Northridge Subdivision Phase 11, including but not limited to street paving, curb and gutter, sidewalk, sewer lines, water mains, storm drains, and all work appurtenant thereto in accordance with the plans, specifications and drawings heretofore submitted and filed with the City Engineer of the CITY; and

WHEREAS, the CITY has agreed to accept said improvements when and as completed by the DEVELOPER in accordance with the said plans, specifications and drawings and in accordance with all applicable provisions of the Carson City Municipal Code and any other applicable ordinances or regulations which are hereby referred to and made part of this agreement by reference, and in accordance with the specific conditions set forth herein.

NOW, THEREFORE, the parties of this agreement, in consideration of the provisions herein contained and other good and valuable considerations, do

hereby agree as follows:

1. DEVELOPER agrees to construct at his cost and expense all improvements shown on the plans, specifications and drawings heretofore submitted to the City Engineer, and further agrees to install said improvements in strict accordance with the applicable provisions of the Carson City Municipal Code and any other applicable ordinances, rules or regulations of the CITY regarding such work in effect at the date of this agreement.

2. It is expressly understood and agreed that all work done by the DEVELOPER will be subject to inspection and acceptance by the City Engineer, and that any progress inspections and approval by the City Engineer of any item of work will not forfeit the right of the CITY to require the correction of faulty workmanship or material at any time during the course of the work, although previously approved by oversight; and nothing herein contained will relieve the DEVELOPER of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this agreement until all work has been completed and accepted by the CITY.

3. It is further agreed that any defects or faults in the improvements which may appear at any time within one (1) year after final acceptance by the CITY, and which are caused by or result from defective or improper materials or workmanship will be corrected by the DEVELOPER at his own cost and expense.

4. The DEVELOPER further agrees that work on said improvements will be started within 30 days from the date of this agreement and will be completed within 18 months thereafter.

5. It is further agreed that before the CITY releases the final map for filing for record and as a condition precedent to the recording thereof, the DEVELOPER shall furnish to the CITY cash, an instrument of credit, or a bond

in a form approved by the City Engineer, securing performance by the DEVELOPER of all work shown on the plans, specifications and drawings. This agreement will become effective upon the DEVELOPER submitting said cash, instrument of credit, or bond in the total amount of Four Hundred Twenty-six Thousand One Hundred Fifty-five Dollars (\$426,155.00), which amount is 150% of the engineer's estimate to guarantee the performance, labor and materials of all items of work in connection with the construction of all on-site and off-site improvements for Northridge Subdivision Phase 11. The engineer's estimate and the amount of required surety may be adjusted annually for inflation as necessary at the discretion of the City Engineer. Upon completion and acceptance by the CITY of all work done by the DEVELOPER in connection with this agreement and submittal of "as-built drawings", release will be made in the amount of the surety less 10% of the engineer's estimate to be retained (or a substitute maintenance surety may be posted) to secure the DEVELOPER'S obligation to repair defects in workmanship and materials which appear in the work within one year of acceptance by the CITY. Provisions may be made for inspection and approval of stages of the work and release of portions of the security for the work completed. Partial releases will be processed as set forth in written policies of the CITY which are approved by and may only be changed through resolutions adopted by the Board of Supervisors.

6. The DEVELOPER shall protect and take care of all work until its completion and final acceptance by the CITY. While moving on, constructing, and moving off, the DEVELOPER will keep the site free and clear from dangerous accumulation of rubbish and debris, and will maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the work will not be made by the CITY until the area falling under this agreement and all adjacent properties have been cleared of all rubbish, surplus

materials and equipment resulting from the contractor's operation, to the satisfaction of the City Engineer.

7. If the DEVELOPER shall fail, neglect or refuse to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect or refusal will constitute a default breach of this agreement, and if the DEVELOPER shall fail, neglect or refuse to cure the default upon request of the CITY, the CITY, at its option, may correct such default, and thereupon recover from the DEVELOPER the cost thereof, or may require the specific performance by the DEVELOPER of all terms, conditions and covenants of this agreement. The foregoing will be in addition to, and not exclusive of, any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

8. It is further agreed that if performance of the work noted in the plans, specifications and drawings should be delayed without fault of the DEVELOPER, the time for construction of said work may be extended by the CITY for such period of time as is reasonable.

9. This agreement will bind the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

DEVELOPER:

[Handwritten Signature]
James F. Bawden
Managing Partner
Northridge LLC

STATE OF Nevada

COUNTY OF Douglas

This instrument was acknowledged before me, a Notary Public in and for said County and State, on this 8th day of Aug., 2002, by James F. Bawden, Northridge LLC



[Handwritten Signature]
Sandra L. Winchell
Notary Public

CITY:

[Handwritten Signature]
Ray Masayko, Mayor

ATTEST:

[Handwritten Signature]
Alan Glover, Clerk-Recorder

Approved as to form:

[Handwritten Signature] For
Mark Forsberg
Deputy District Attorney

Approved:
[Handwritten Signature]
Lawrence A. Werner, PE, RLS
City Engineer

H:\Bonding\ImprovementAgreements\NorthridgePhaseII.Agmt.wpd

ENGINEERS ESTIMATE
NORTHRIDGE SUBDIVISION PHASE 11

PROJECT: Northridge Subdivision, Phase 11
DEVELOPER: Northridge LLC.
NO. LOTS/UNITS: 43 Lots

ENGINEER: MOUNTAIN WEST
DATE: MARCH 26, 2002
PREPARED BY: cff

ITEM	NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
STREETS	1	2-1/2" AC PAVING W/ SLURRY	45,909	SF	1.15	52,795.35	
	2	6" AGGREGATE BASE UNDER AC	45,909	SF	0.65	29,840.85	
STREET TOTALS						82,636.20	
GRADING	3	EARTHWORK (SEE NOTE BELOW)	0	LS	0.00	0.00	
	4	FINE GRADE SUBGRADE	0	SF	0.10	0.00	
GRADING TOTALS						0.00	
CONCRETE	5	TYPE 2 CURB & GUTTER	2,542	LF	7.70	19,573.40	
	6	6" BASE UNDER C&G	2,542	LF	3.00	7,626.00	
	7	4' SIDEWALK	10,168	SF	2.60	26,436.80	
	8	6" BASE UNDER SIDEWALK	10,168	SF	1.00	10,168.00	
	9	3' P.C.C. VALLEY GUTTER		SF	4.62	0.00	
	10	6" BASE UNDER 3' VALLEY GUTTER		SF	1.00	0.00	
	11	HANDICAP RAMP		EA	180.00	0.00	
	12	BASE UNDER H.C. RAMP		EA	80.00	0.00	
	13	6" VALLEY GUTTER/SPANDREL		SF	4.62	0.00	
	14	6" BASE UNDER VALLEY GUTTER		SF	1.00	0.00	
	15	2' PCC LANDSCAPE WALL		LF	30.20	0.00	
	16	6" BASE UNDER L.S. WALL FOOTING		LF	2.50	0.00	
	17	6' MAX PCC WALL		LF	71.42	0.00	
	18	ROCKERY WALL (4'-6")		LF	40.00	0.00	
	CONCRETE TOTALS						63,804.20
	MISC	19	STOP AND STREET SIGN	3	EA	400.00	1,200.00
		20	SURVEY MONUMENTS	2	EA	300.00	600.00
		21	PROPERTY CORNERS	43	EA	50.00	2,150.00
22		ENGINEERED CMU WALL		SF	7.20	0.00	
23		CMU WALL FOOTING		LF	23.00	0.00	
24		BASE UNDER FOOTING		SF	1.00	0.00	
25		TEMP. TURN AROUND		SF	0.65	0.00	
MISC. TOTALS						3,950.00	
STORM DRAIN	26	15" PVC SD LAT		LF	26.00	0.00	
	27	18" PVC SD MAIN		LF	28.00	0.00	
	28	DOUBLE 18" H.W.		EA	1,500.00	0.00	
	29	TYPE 1 48" SDMH		EA	1,700.00	0.00	
	30	TYPE 1 60" SDMH		EA	2,000.00	0.00	
	31	TYPE 4R C.B.		EA	1,200.00	0.00	
	32	TYPE 1 A DROP INLET		EA	1,000.00	0.00	
	33	18" FLARED END SECTION		EA	300.00	0.00	
STORM DRAIN TOTALS						0.00	

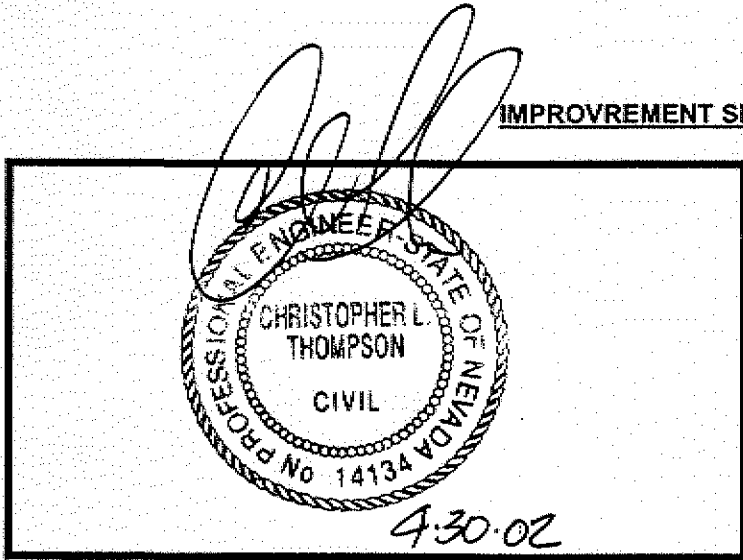
SANITARY	33	SS MANHOLE TYPE I	8	EA	2,000.00	16,000.00
SEWER	34	4" SDR-35 SS LATERAL	43	EA	600.00	25,800.00
	35	8" SDR-35 SS MAIN	1,206	LF	23.00	27,738.00
TOTAL SANITARY SEWER						69,538.00

WATER	36	8" WATERLINE C-900	1,255	LF	25.00	31,375.00
	37	8" GATE VALVE		EA	600.00	0.00
	38	6" WATERLINE C-900		LF	21.00	0.00
	39	6" GATE VALVE		EA	550.00	0.00
	40	AIR RELEASE/VACUUM ASS.	2	EA	1,200.00	2,400.00
	41	FLUSH VALVE		EA	1,000.00	0.00
	42	TEMPORARY FLUSH VALVE		EA	880.00	0.00
	43	REMOVE EX. FLUSH VALVE		EA	300.00	0.00
	44	SINGLE SERVICE	2	EA	1,000.00	2,000.00
	45	DOUBLE SERVICE	20	EA	1,200.00	24,000.00
	46	FIRE HYDRANT ASSEMBLY	2	EA	2,200.00	4,400.00

WATER TOTALS **64,175.00**

NOTE: Mass grading previously done under Permit #99-1989

TOTAL	\$284,103.40
50%	\$142,051.70
IMPROVEMENT SECURITY TOTAL	\$426,155.10



BOND NO. 871541S

INITIAL PREMIUM: \$4,262.00

Subject to Renewal

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Northridge LLC
c/o Landmark Homes and Development, Inc. 3086 Silver Sage, Carson City, NV 89701, as Principal,
and Developers Surety and Indemnity Company
incorporated under the laws of the State of Iowa
and authorized by the laws of the State of Nevada to execute bonds and undertakings, as Surety,
are held and firmly bound

unto Carson City Development Services, Development Engineering, 2621 Northgate Lane, Suite #54

Carson City, NV 89706 as obligee, in the sum of

Four hundred twenty-six thousand, one hundred fifty-five and _____

_____XX/100 (\$ 426,155.00 _____) Dollars,
for which payment whereof, well and truly to be made, we bind ourselves, our heirs, executors
and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as condition of the filing of the final subdivision map of
(Tract/Parcel) Map No. Northridge Phase (11) Eleven. App number 01-1589 / Parcel #002-101-8A 3

Entered into an agreement or agreements with said Obligee to complete the improvements specified
in said agreement or agreements.

NOW, THEREFORE, the condition of this obligation is such, that is the above Principal shall well
and truly perform said agreement or agreements during the original term thereof or of any extension
of said term that may be granted by the Obligee with or without notice to the Surety, this obligation
shall be void, otherwise it shall remain in full force and effect.

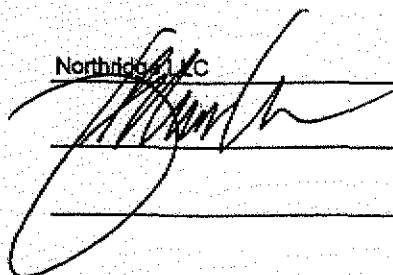
IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Reno, Nevada

this 12th day of July 2002
YEAR

"PRINCIPAL"

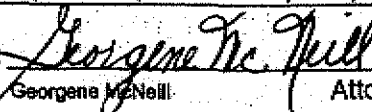
"SURETY"

Northridge LLC



Developers Surety and Indemnity Company

By:



Georgene McNeill

Attorney-in-Fact

17780 Fitch
Irvine, CA 92614
(949) 263-3300

COUNTERSIGNED BY:



Georgene McNeill

(Print or Type Name Here)

ISU Stetson-Beemer Insurance, 690 E. Plumb Lane
Address

Reno, NV 89502
City, State & Zip Code

#6260
Nevada License Number

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**

PO BOX 19725, IRVINE, CA 92623 • (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each severally, but not jointly, hereby make, constitute and appoint:

*****GEORGENE MCNEILL, RICHARD A. SCHIELD, JOINTLY OR SEVERALLY*****

as the true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

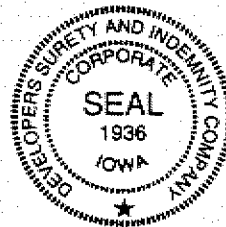
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney:

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 8th day of November, 2000.

By: 
David H. Rhodes, Executive Vice President

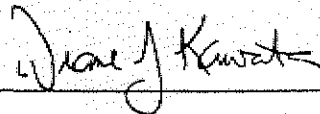
By: 
Walter A. Crowell, Secretary

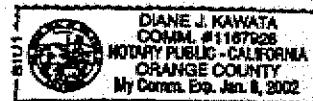


STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On November 8, 2000, before me, Diane J. Kawata, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



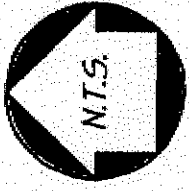
CERTIFICATE

The undersigned, as Chief Operating Officer of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 17th day of July, 2002.

By: 
David G. Lane, Chief Operating Officer

283452



EXISTING PHASES
NORTHRIDGE SUB.

NOT PROPOSED BYPASS

MARK
THAIN
SCHOOL

CARRAIGE CREST

RIDGEFIELD

RIDGECREST

NORTHRIDGE DR.

ROLLING HILLS DR.

SPINNER

NORTHRIDGE
PHASE 9

NORTHRIDGE
PHASE 10

JOSHUA DR.

SLIDE MTN. DR.

MARIAN AVE.

KENNEDY

TABLE ROCK

NORTH-
FIELD DR.

ROOP STREET

PROJECT
SITE

WINNIE LANE



283452

VICINITY MAP

FILED FOR RECORD
CARSON CITY REQUEST OF
THE BOARD
'02 SEP -6 P3:48

• 283452

FILE NO.
ALAN GLOVER
CARSON CITY RECORDER
FEE \$10.00 PA

• 283452

IMPROVEMENT AGREEMENT RELEASE AND CANCELLATION

CARSON CITY, NEVADA

PROJECT: The Improvement Agreement Release & Cancellation for Northridge Subdivision, Unit No. 8.

**IMPROVEMENT AGREEMENT AND/OR
ORDINANCE APPROVED BY BOARD ON:** February 21, 2002

RECORDING INFORMATION: 274285

This document confirms that all of the requirements set forth in the Improvement Agreement referenced above have been completed by the BUILDER.

Accordingly, the CITY hereby approves the above-referenced Improvement Agreement for release. Both the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns consent to the cancellation of the Improvement Agreement. In addition, the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns agree that this release and cancellation shall be recorded in accordance with Section 17.08.020 of the Carson City Municipal Code and Nevada Revised Statutes 278.380.

CITY:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

District Attorney's Office

ATTEST:

Alan Glover, Clerk/Recorder

IMPROVEMENT AGREEMENT

NORTHRIDGE PHASE 8 APN. #02-104-04

Carson City, Nevada

THIS AGREEMENT, dated this 21st day of February, 2002, between NORTHRIDGE, LLC., hereinafter referred to as "DEVELOPER", and CARSON CITY, NEVADA, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, in connection with the development of NORTHRIDGE PHASE 8 the DEVELOPER filed a tentative map with the Community Development Department of the CITY, and said tentative map was duly approved; and

WHEREAS, the DEVELOPER has submitted a final map of NORTHRIDGE PHASE 8 for approval and acceptance; and

WHEREAS, the DEVELOPER has agreed to do and perform certain work consisting of on-site and off-site improvements associated with NORTHRIDGE PHASE 8, including but not limited to street paving, curb and gutter, sidewalk, sewer lines, water mains, storm drains, and all work appurtenant thereto in accordance with the plans, specifications and drawings heretofore submitted and filed with the City Engineer of the CITY; and

WHEREAS, the CITY has agreed to accept said improvements when and as completed by the DEVELOPER in accordance with the said plans, specifications and drawings and in accordance with all applicable provisions of the Carson City Municipal Code and any other applicable ordinances or regulations which are hereby referred to and made part of this agreement by reference, and in accordance with the specific conditions set forth herein.

NOW, THEREFORE, the parties of this agreement, in consideration of the provisions herein contained and other good and valuable considerations, do hereby agree as follows:

1. DEVELOPER agrees to construct at his cost and expense all improvements shown on the plans, specifications and drawings heretofore submitted to the City Engineer, and further agrees to install said improvements in strict accordance with the applicable provisions of the Carson City Municipal Code and any other applicable ordinances, rules or regulations of the CITY regarding

such work in effect at the date of this agreement.

2. It is expressly understood and agreed that all work done by the DEVELOPER will be subject to inspection and acceptance by the City Engineer, and that any progress inspections and approval by the City Engineer of any item of work will not forfeit the right of the CITY to require the correction of faulty workmanship or material at any time during the course of the work, although previously approved by oversight; and nothing herein contained will relieve the DEVELOPER of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this agreement until all work has been completed and accepted by the CITY.

3. It is further agreed that any defects or faults in the improvements which may appear at any time within one (1) year after final acceptance by the CITY, and which are caused by or result from defective or improper materials or workmanship will be corrected by the DEVELOPER at his own cost and expense.

4. The DEVELOPER further agrees that work on said improvements will be started within 30 days from the date of this agreement and will be completed within 18 months thereafter.

5. It is further agreed that before the CITY releases the final map for filing for record and as a condition precedent to the recording thereof, the DEVELOPER shall furnish to the CITY cash, an instrument of credit, or a bond in a form approved by the City Engineer, securing performance by the DEVELOPER of all work shown on the plans, specifications and drawings. This agreement will become effective upon the DEVELOPER submitting said cash, instrument of credit, or bond in the total amount of Four Hundred Ninety One Thousand, One Hundred and Six Dollars and no cents (\$491,106.00), which amount is 150% of the engineer's estimate to guarantee the performance, labor and materials of all items of work in connection with the construction of all on-site and off-site improvements for NORTHRIDGE PHASE 8. The engineer's estimate and the amount of required surety may be adjusted annually for inflation as necessary at the discretion of the City Engineer. Upon completion and acceptance by the CITY of all work done by the DEVELOPER in connection with this agreement and submittal of "as-built drawings", release will be made in the amount of the surety less 10% of the engineer's estimate to be retained (or a substitute maintenance surety may be

posted) to secure the DEVELOPER'S obligation to repair defects in workmanship and materials which appear in the work within one year of acceptance by the CITY. Provisions may be made for inspection and approval of stages of the work and release of portions of the security for the work completed. Partial releases will be processed as set forth in written policies of the CITY which are approved by and may only be changed through resolutions adopted by the Board of Supervisors.

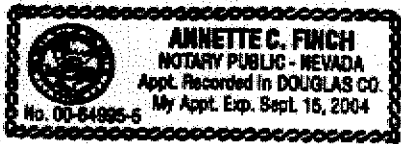
6. The DEVELOPER shall protect and take care of all work until its completion and final acceptance by the CITY. While moving on, constructing, and moving off, the DEVELOPER will keep the site free and clear from dangerous accumulation of rubbish and debris, and will maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the work will not be made by the CITY until the area falling under this agreement and all adjacent properties have been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operation, to the satisfaction of the City Engineer.

7. If the DEVELOPER shall fail, neglect or refuse to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect or refusal will constitute a default breach of this agreement, and if the DEVELOPER shall fail, neglect or refuse to cure the default upon request of the CITY, the CITY, at its option, may correct such default, and thereupon recover from the DEVELOPER the cost thereof, or may require the specific performance by the DEVELOPER of all terms, conditions and covenants of this agreement. The foregoing will be in addition to, and not exclusive of, any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

8. It is further agreed that if performance of the work noted in the plans, specifications and drawings should be delayed without fault of the DEVELOPER, the time for construction of said work may be extended by the CITY for such period of time as is reasonable.

9. This agreement will bind the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.



DEVELOPER:

[Signature]
James F. Bawden, Manager
NORTHRIDGE, LLC.

STATE OF Nevada

COUNTY OF Douglas

This instrument was acknowledged before me, a Notary public in and for said County and State, on this 17th day of December, 2001, by James F. Bawden, Manager of NORTHRIDGE, LLC..

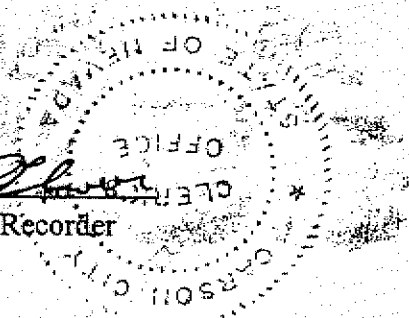
[Signature]
Notary Public

CITY:

[Signature]
Ray Masayko, Mayor

ATTEST:

[Signature]
Alan Glover, Clerk-Recorder



Approved as to form:

[Signature]
Mark Forsberg
Deputy District Attorney

Approved:

[Signature]
Andrew Burnham
Development Engineering Mgr. Director

NORTHRIDGE SUBDIVISION PHASE 8



VICINITY MAP
(N.T.S.)

244382

244382

IMPROVEMENT AGREEMENT RELEASE AND CANCELLATION

CARSON CITY, NEVADA

PROJECT: The Improvement Agreement Release & Cancellation for Hidden Meadow Estates, Unit No. 4.

**IMPROVEMENT AGREEMENT AND/OR
ORDINANCE APPROVED BY BOARD ON:** February 7, 2002

RECORDING INFORMATION: 273603, February 7, 2002

This document confirms that all of the requirements set forth in the Improvement Agreement referenced above have been completed by the BUILDER.

Accordingly, the CITY hereby approves the above-referenced Improvement Agreement for release. Both the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns consent to the cancellation of the Improvement Agreement. In addition, the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns agree that this release and cancellation shall be recorded in accordance with Section 17.08.020 of the Carson City Municipal Code and Nevada Revised Statutes 278.380.

CITY:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

District Attorney's Office

ATTEST:

Alan Glover, Clerk/Recorder

IMPROVEMENT AGREEMENT

Guaranty and Warranty

HIDDEN MEADOW ESTATES, UNIT #4

Carson City, Nevada

THIS AGREEMENT, dated this 7th day of February, 2002 between ALEXANDER K. BERNHARD AND LENORE J. BERNHARD, CO-TRUSTEES OF THE BERNHARD FAMILY TRUST DATED SEPTEMBER 12, 1994, hereinafter referred to as "DEVELOPER", and CARSON CITY, NEVADA, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, in connection with the development of Hidden Meadow Estates, Unit #4, the DEVELOPER filed a tentative map with the Community Development Department of the CITY, and said tentative map was duly approved; and

WHEREAS, the DEVELOPER has submitted a final map of Hidden Meadow Estates, Unit #4 for approval and acceptance; and

WHEREAS, the DEVELOPER has done and performed certain work consisting of on-site and off-site improvements associated with Hidden Meadow Estates, Unit #4, including but not limited to street paving, curb and gutter, sidewalk, sewer lines, water mains, storm drains, and all work appurtenant thereto in accordance with the plans, specifications and drawings heretofore submitted and filed with the City Engineer of the CITY; and

WHEREAS, the CITY has agreed said improvements as completed by the DEVELOPER in accordance with the said plans, specifications and drawings and in accordance with all applicable provisions of the Carson City Municipal Code and any other applicable ordinances or regulations which are hereby referred to and made part of this agreement by reference, and in accordance with the specific conditions set forth herein.

NOW, THEREFORE, the parties of this agreement, in consideration of the provisions herein contained and other good and valuable considerations, do hereby agree as follows:

1. DEVELOPER agrees to guaranty and warranty at his cost and expense all improvements shown on the plans, specifications and drawings heretofore submitted to the City Engineer, in strict

accordance with the applicable provisions of the Carson City Municipal Code and any other applicable ordinances, rules or regulations of the CITY regarding such work in effect at the date of this agreement.

2. It is further agreed that any defects or faults in the improvements which may appear at any time within one (1) year after final acceptance by the CITY, and which are caused by or result from defective or improper materials or workmanship will be corrected by the DEVELOPER at his own cost and expense.

3. It is further agreed that before the CITY releases the final map for filing for record and as a condition precedent to the recording thereof, the DEVELOPER has furnished to the CITY a Long Form Deed of Trust, Recorded Document #244168, in the total amount of Two Million Dollars and 00/100 (\$2,000,000.00) which amount is 10% of the engineer's estimate to secure the DEVELOPER'S obligation to repair defects in workmanship and materials which appear in the work within one year of acceptance by the CITY of all on-site and off-site improvements associated with Roop Street South Subdivision.

4. If the DEVELOPER shall fail, neglect or refuse to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect or refusal will constitute a default breach of this agreement, and if the DEVELOPER shall fail, neglect or refuse to cure the default upon request of the CITY, the CITY, at its option, may correct such default, and thereupon recover from the DEVELOPER the cost thereof, or may require the specific performance by the DEVELOPER of all terms, conditions and covenants of this agreement. The foregoing will be in addition to, and not exclusive of, any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

9. This agreement will bind the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

DEVELOPER:

Alexander K. Bernhard
Alexander K. Bernhard, Co-Trustee

Lenore J. Bernhard
Lenore J. Bernhard, Co-Trustee

STATE OF Nevada
COUNTY OF Carson City



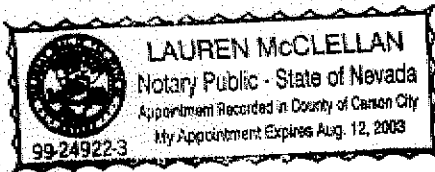
On this 24th day of January, 2002, personally appeared before me, a Notary Public in and for said County and State, Alexander K. Bernhard, who acknowledged to me that he executed the above instrument.

Lauren McClellan
Notary Public

STATE OF Nevada
COUNTY OF Carson City

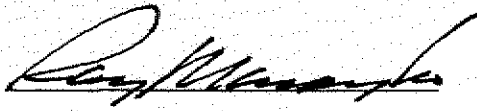
On this 25th day of January, 2002, personally appeared before me, a Notary Public in and for said County and State, Lenore J. Bernhard, who acknowledged to me that he executed the above instrument.

Lauren McClellan
Notary Public



CITY:

ATTEST:

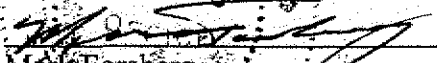


Ray Masayko, Mayor



Alan Glover, Clerk-Recorder

Approved as to form:

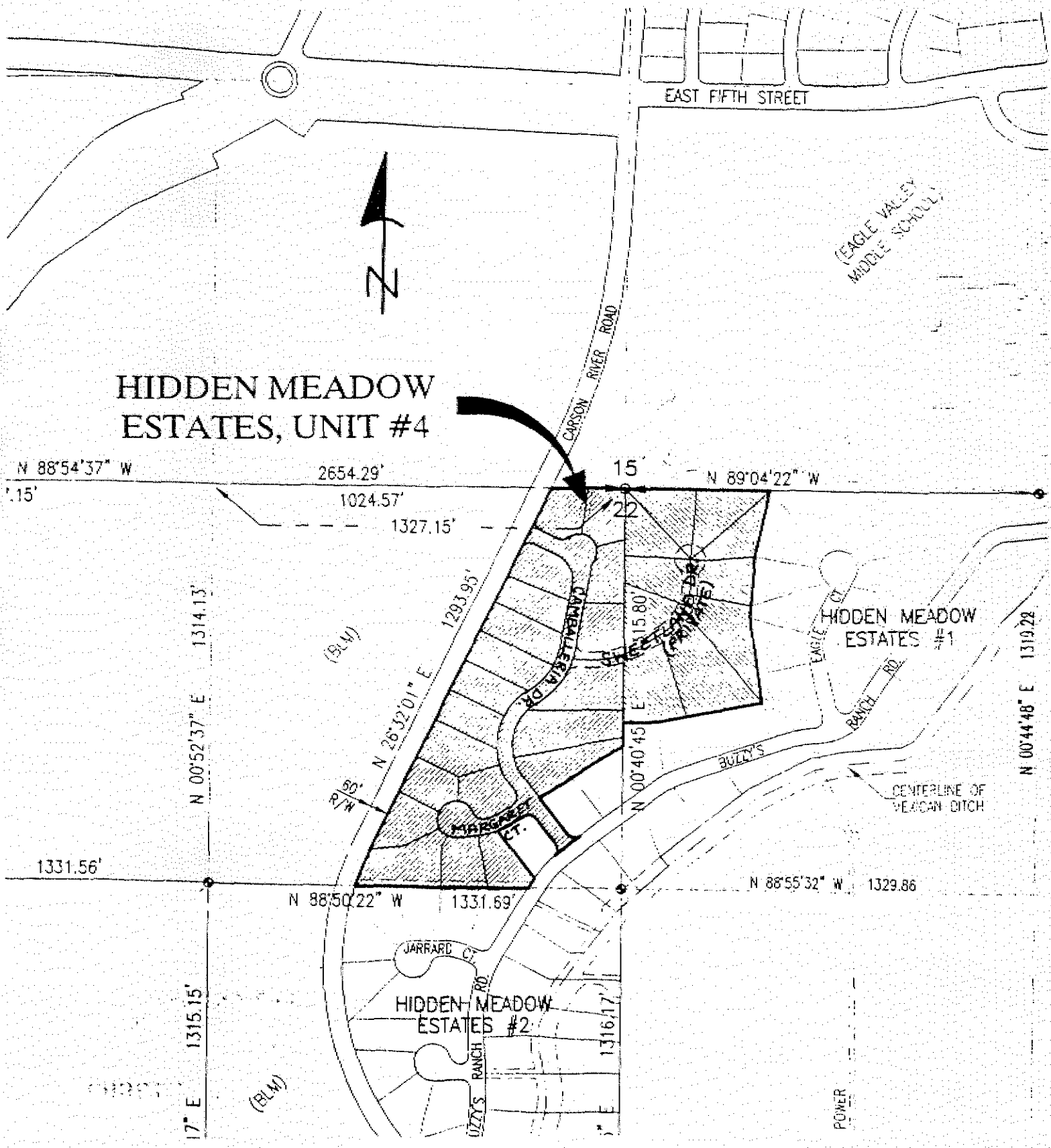


Mark Forsberg
Deputy District Attorney

Approved:



Lawrence Werner
City Engineer



HIDDEN MEADOW ESTATES, UNIT #4



EAST FIFTH STREET

EAGLE VALLEY MIDDLE SCHOOL

CARSON RIVER ROAD

N 88°54'37" W

2654.29'

N 89°04'22" W

15'

1024.57'

15'

1327.15'

22'

N 00°52'37" E 1314.13'

(BLM)

N 26°32'01" E 1293.95'

N 00°40'45" E 115.80'

HIDDEN MEADOW ESTATES #1

N 00°44'48" E 1319.22'

R/W

SUTTOR

CENTERLINE OF WEAGAN DITCH

1331.56'

N 88°50'22" W

1331.69'

N 88°55'32" W 1329.86'

17" E 1315.15'

(BLM)

HIDDEN MEADOW ESTATES #2

UZZYS RANCH RD

1316.17'

POWER