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ORDINANCE NO. 1994-1

BILL NO. 167

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH SILVER OAK DEVELOPMENT COMPANY SETTING FORTH THE CONDITIONS AND TERMS OF APPROVAL RELATING TO THE APPROVED SILVER OAK PLANNED UNIT DEVELOPMENT.

Fiscal effect: Yes

CARSON CITY BOARD OF SUPERVISORS DOES HEREBY ORDAIN:

SECTION I:

WHEREAS, Carson City desires to enter into a development agreement with SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP concerning the development of land known as Assessor's Parcel Nos. 8-061-02, and 8-061-06 and 8-061-13 located at Graves Lane, and Highway 395, Carson City, Nevada.

WHEREAS, the Carson City Board of Supervisors finds that the contents of the development agreement conform with CCMC 17.21.020 and NRS 278.0201; and

WHEREAS, the Board finds that the provisions of the development agreement are consistent with Carson City's Master Plan.

NOW, THEREFORE, the Board hereby approves by ordinance the attached development agreement between Carson City and SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP for Assessor's Parcel Nos. 8-061-02, 8-061-06, and 8-061-13, generally located west of U.S. Highway 395 north of Winnie Lane, south of Eagle Valley Ranch Road and easterly of the Western Nevada Community College, Carson City, Nevada, said agreement being attached and incorporated herein as Exhibit "1".

The Board further directs that the City Clerk shall

1 cause a certified copy of this ordinance and the original
2 development agreement to be filed with the Carson City Recorder.

3 PROPOSED this 16th day of December, 1993.

4 PROPOSED by Supervisor Tom Tatro

5 PASSED on the 6th day of January, 1994.

6 VOTE: AYES:

7 Janice Ayres

8 Tom Tatro

9 Kay Bennett

10 Mary Teixeira, Mayor

11 _____

12 NAYES: None

13 ABSENT: Greg Smith

14 Mary Teixeira
15 MARY TEIXEIRA, Mayor

16 ATTEST:

17 Kiyoshi Nishikawa
18 KIYOSHI NISHIKAWA, Clerk/Recorder

19 This ordinance shall be in force and effect from
20 and after the 17th day of January, 1994.

SILVER OAK
DEVELOPMENT AGREEMENT

Exhibit "1"

000155121

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into this 16th day of DECEMBER, 1993, by and between SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP, a Nevada limited partnership as Developer of that certain project known as SILVER OAK, hereinafter referred to as "DEVELOPER," and CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as "CARSON CITY."

R E C I T A L S:

1. SILVER OAK, is a proposed development encompassing Six Hundred Fifty-One (651) acres of real property, more or less, located in Carson City, Nevada, more particularly described in Exhibit "A".

2. The Master Plan for SILVER OAK ("THE PROJECT") provides that THE PROJECT may be comprised of Eleven Hundred and Eighty-One (1181) dwelling units in varying densities and types, a golf course project and related facilities, hotel casino, commercial areas, residential office areas, open space area, and other uses customarily associated with a planned community.

3. On September 16, 1993, the Carson City Board of Supervisors approved a planned unit development tentative map for Eleven Hundred and Eighty-One (1181) dwelling units, a copy of the official minutes and conditions of approval of such action are

attached hereto as Exhibit "B" and incorporated herein by this reference.

4. One of the conditions of the approvals of the Tentative Planned Unit Development Map was that a Development Agreement be prepared to encompass the entire SILVER OAK property which should set forth the conditions and terms of approval relating to THE PROJECT.

5. DEVELOPER and CARSON CITY mutually desire that THE PROJECT be developed in accordance with this Development Agreement.

6. CARSON CITY and DEVELOPER desire to hereinafter have the provisions of this Development Agreement govern the development activities of THE PROJECT.

For good and valuable consideration, and the mutual covenants, conditions, and promises herein contained, the parties do agree as follows:

I.

PROJECT CHARACTERISTICS

THE PROJECT is a planned unit development project within the SF 12000-PUD, RC-PUD, TC-PUD, RO-PUD, NB-PUD, zoning designations together with all of the uses accessory to and customarily incidental to the above-referenced zones.

Based upon the present tentative planned unit project map, THE PROJECT will be comprised of Eleven Hundred and Eighty-One (1181) single-family dwelling units, a golf course and related facilities, a hotel casino, retail commercial areas, residential office areas, parks and other open space areas.

The aforementioned approval of THE PROJECT planned unit development project and this development agreement shall serve as the intent by CARSON CITY to approve the various phases of THE PROJECT, provided that all of the requisite conditions set forth herein are met.

II.

ADMINISTRATION OF THE PROJECT

THE PROJECT shall be developed in accordance with the approval by the Carson City Board of Supervisors set forth in Exhibit "B" with the following characteristics and requirements:

2.1 Phasing

THE PROJECT development is anticipated to be developed in phases. The projected phasing plan will be sequential as depicted on the proposed phasing schedule attached hereto as Exhibit "C" and incorporated herein by this reference.

Any of the final map phases undertaken by DEVELOPER may proceed concurrently with project review and approvals to expedite the time frames for approval and recording. Nothing herein shall restrict the overlapping of phasing and concurrent developments or a change in the development phasing sequence so long as the terms of this Agreement are adhered to.

As THE PROJECT is recorded in phases, the development of on-site and off-site improvements shall correspond to the phases in question, subject to the satisfaction of the Carson City Community Development and Public Works Director or Utility Department prior to recordation of the final map for each applicable phase.

2.2 Cluster Housing

Contained within the PUD Tentative Map for THE PROJECT are various areas designated for cluster housing. These areas are delineated as Blocks "BB", "CC", "DD", and "EE". These blocks have associated with them maximum allowable densities as follows:

"BB" - 160 Units

"CC" - 145 Units

"DD" - 92 Units

"EE" - 66 Units

These blocks of units shall be developed with a final map for each of the separate blocks, utilizing not more than the maximum allowable density with building types of zero lot line, townhome, common wall or similar units referenced in the project approval.

Development of a block of units shall be by a final map showing the layout and design of the entire block with detail showing typical unit types, private common areas design and characteristics and parking detail.

Cluster housing standards set forth in the approved development matrix restrict lot sizes to not less than four thousand (4,000) square feet with not less than forty (40) foot frontages. Lot coverage cannot exceed thirty-five (35%) percent of the lot area, including covered parking and the height of a unit from finished grade to the ridgeline cannot exceed twenty-eight (28) feet.

Additionally, the front, rear and sideyard characteristics for various units within a clustered housing area are as follows:

- * Front Yard - Where driveway aprons are provided, 18 feet to garage door measured from back of sidewalk or curb if no sidewalk. Ten foot minimum to living space.
- Where no driveway aprons are provided, 5 feet to garage door. Guest parking spaces must be provided in close proximity to the living unit at a ratio of 0.5 per unit.
- All two story elements must be a minimum of 10 feet from street.
- Two story elements shall not exceed 50% of the structure's frontage.
- Maximum of two units in a row with same set back.

* Rear Yard - 10 foot minimum with an average of 15 feet. Ten foot elements must be off set in rear set backs.

- All two story elements must be a minimum of 15 feet from the rear property line.

- 5 feet to garage doors from alleys or rear property lines.

* Side Yard - 12 feet on all zero lot or blank wall sides.

- Building to property lines, 7 feet for one story elements and 12 feet for two story elements.

- Building to Building, 15 feet for one story elements and 20 feet for two story elements.

2.3 Utility Connections

Within THE PROJECT, telephone, gas, and electrical power shall be provided by DEVELOPER to the building sites or dwelling unit and shall be placed underground to each lot or parcel.

Public utility easements shall be granted and set forth on the final maps.

2.4 School Site

DEVELOPER has agreed to dedicate a ten (10) acre school site to the Carson City School District with the provision that the playground area shall be open for public use and for the Carson City Recreation Department, pursuant to the Joint Use Agreement between the Carson City School District and Carson City.

2.5 Final Map Financial Assurances

The approval of the anticipated final maps on each phase of THE PROJECT shall require a bond, cash deposit, lender set aside letter, letter of credit, an irrevocable certificate of deposit or other approved security to ensure completion of all or any portion of the public improvements within such phase equal to the approved engineer's cost estimate. DEVELOPER, at its discretion and option, may install any such public improvements within any phase prior to the recordation of that phase's final map in lieu of posting such security. Public improvements include streets, sewer collection system, electric, water distribution systems, drainage system improvements and gas lines where the same are dedicated to public agency or body. Any assurance provided shall be periodically reduced in accordance with City approval in order that the entire assurance will be exonerated on final completion or improvement construction, except for a ten percent (10%) retention in accordance with CCMC 17.28.030.

2.6 Grading, Drainage, and Erosion Control Measures

The grading, drainage, and erosion control plan for each phase shall be submitted with the final map for each of the various phases of THE PROJECT and shall be subject to approval by the City. The drainage design shall be in accordance with CCMC 17.36.030.

2.7 Restrictive Covenants

Prior to the filing of the final map for the first phase of THE PROJECT, DEVELOPER shall prepare and submit to the City, Covenants, Conditions and Restrictions (CC&Rs) intended to apply to THE PROJECT. Said CC&Rs shall be reviewed by the Carson City Community Development Department and the Carson City District Attorney's Office.

2.8 Expiration by Inaction

This Agreement adopted pursuant to CCMC 17.21.010 et seq. requires that THE PROJECT shall be diligently pursued and the approvals referenced above (if no extension has been granted) shall expire if the final map and commencement of construction for Phase 1 of THE PROJECT is not recorded and begun by September 15, 1995. In such event, DEVELOPER must make reapplication to CARSON CITY as if it were seeking approval for a new project. If the map for Phase 1 is recorded prior to September 15, 1995, this Agreement shall automatically extend the time for an additional two (2) year period from said date within which the next succeeding map for the next succeeding phase must be filed. So long as DEVELOPER files each phase within the two (2) year extension period provided in this Agreement, as envisioned herein, this Agreement shall remain

in full force and effect. DEVELOPER may request additional extensions beyond that date contemplated above if done in writing prior to expiration.

2.9 Further Covenants

CARSON CITY shall not require any payments, contributions, economic concession, other conditions for approvals, or authorizations or permits, contemplated within or by this Development Agreement other than as provided herein, or as provided in the Board of Carson City Supervisor's approval of September 16, 1993.

2.10 Mutual Cooperation

CARSON CITY shall cooperate with DEVELOPER to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the intent of THE PROJECT approval in this Agreement. Nothing contained within this paragraph, however, shall require CARSON CITY or its employees to function on behalf of DEVELOPER nor shall this Agreement be construed as an implicit pre-approval of any further actions required by CARSON CITY.

2.11 Variances

As part of the approval of THE PROJECT, the DEVELOPER and CARSON CITY agreed that to avoid piecemeal, individual variance requests that THE PROJECT would be allowed the following specific variances from the otherwise applicable provisions of CCMC:

Cluster Area

- a) The cluster housing area height of units is varied from twenty-six (26) feet to twenty-eight (28) feet.
- b) Roadways in the cluster areas may be reduced from thirty-six (36) feet in width to twenty-six (26) feet in width provided that parking courts within the clustered housing area are created.
- c) Lot size, set backs and configurations are to be in accordance with the standards set forth in Paragraph 2.2 hereof.

Remaining Residential Area

- a) Except for residential lots within THE PROJECT, which abut existing residential structures where height is limited to twenty-two (22) feet from final grade, the height is otherwise varied from twenty-six (26) feet to twenty-eight (28) feet from finished grade to the ridgeline.
- b) Roadway widths are varied from thirty-six (36) feet to thirty-two (32) feet of paved section within neighborhood areas and local streets with sidewalk and bicycle paths on one side of the street. Cul de sacs are not required to have sidewalks. All streets may utilize "rolled curb and gutter".
- c) Front, rear and sideyard set backs are varied by lot size as follows:

* Front Yard

6000 to 7000 Sq. Ft. Lots

- 18 feet to garage door from back of sidewalk or curb if no sidewalk.
- 15 feet to living area or turn-in garage if average is 20 feet.

7001 to 8500 Sq. Ft. Lots

- 20 foot minimum with an average of 25 feet.

8501 Sq. Ft. to 15000 Sq. Ft.

- 25 minimum with an average of 30 feet.

15000 St. Ft. and Greater

- 35 minimum with an average of 40 feet.

* Rear Yard

6000 to 7000 Sq. Ft.

- Not including uncovered patios and decks, 15 feet minimum with an average of 20 feet. Fifteen foot elements must be off set where rear lots adjoin.
- 20 foot minimum to two story elements.

7001 to 8500 Sq. Ft.

- 20 foot minimum, excluding uncovered patios and decks.

8501 Sq. Ft. to 15000 Sq. Ft.

- 25 foot minimum, excluding uncovered patios and decks.

15000 Sq. Ft. and Greater

- 35 foot minimum with an average of 40 feet.
- With the lot depth of over 200 feet, the minimum shall be 60 feet, except for tennis courts or non-enclosed pools and ancillary decks.

* Side Yard

6000 to 7000 Sq. Ft.

- Minimum 5 feet with a total of 15 feet.
- 10 feet to all two story elements.
- Add 5 feet to all above set backs for corner lots.

7001 to 8500 Sq. Ft.

- Minimum 8 feet with a total of 20 feet.
- 15 feet to all two story elements.
- Add 5 feet to all set backs for corner lots.

8501 Sq. Ft. to 15000 Sq. Ft.

- Minimum 10 feet with a total of 25 feet.
- 20 feet to all two story elements.

- Add 10 feet to all set backs for corner lots.

15000 Sq. Ft. and Greater

- Minimum of 20 feet with a total of 45 feet.
 - Minimum of 25 feet to all two story elements.
 - With lot widths of over 200 feet, the sideyard shall be not less than 40 feet with a total of 100 feet.
- d) Patio areas and decks inclusive of covers and window awnings are allowable within rear, side and front yard set backs subject to Architectural Review Committee approval.
- e) The twenty-five (25) foot peripheral boundary set back is eliminated.

III.

PUBLIC SAFETY COMPONENTS

3.1 Fire

All construction shall be in accordance with the Nevada Fire Code and applicable Carson City requirements.

The project shall be connected to the Carson City water system for fire suppression service, including construction of the necessary improvements to the satisfaction of CARSON CITY.

3.2 Lighting

The DEVELOPER shall install low-glare lighting at locations approved by the Carson City Sheriff's Office and the Public Works Department and may utilize distinctive lamp posts compatible with the architectural characteristics of THE PROJECT.

IV.

PROJECT WATER AND WASTEWATER SYSTEM COMPONENTS

The DEVELOPER shall comply with the provisions of the Carson City Municipal Code, and make a perpetual offer of dedication of the sewer system, and water system sufficient to provide fire and domestic flows, to the satisfaction of the Carson City Public Utility Department. The project subdivision shall be connected to the Carson City water system for domestic service.

The project shall be connected to the Carson City wastewater treatment plant for sewer service. At such time as a phase of THE PROJECT will have the effect of diminishing the fire flow below the applicable provisions of the Uniform Fire Code or reduce the peak water pressure below 60 PSI, unless otherwise agreed to by the Carson City Public Utility Department, then the DEVELOPER shall construct a booster pumping plant and a water storage facility of approximately two million (2,000,000) gallons

in a location to be agreed upon with the Carson City Utility Department. The construction of the tank will be subject to the reimbursement provisions of Article 9.2 hereof.

The DEVELOPER agrees to donate and convey to Carson City a well-site in the location selected by the Carson City Utility Department in the northwesterly portion of THE PROJECT as depicted on THE PROJECT'S PUD tentative map.

The DEVELOPER and CARSON CITY shall enter into an agreement for the delivery and use of effluent or reuse water to the SILVER OAK PROJECT.

V.

OPEN SPACE

5.1 Construction

In connection with the approval of Planned Unit Development, the DEVELOPER has indicated that the phasing of the improvements of open space areas, other than the golf course and related facilities, but specifically the bike and pedestrian paths, pocket parks and shared use areas with the Carson City School District will proceed on a basis concurrent with each phase of development as specified in the conditions of approval.

It is specifically acknowledged that the DEVELOPER may utilize residential construction tax (RCT) monies or credits attributable only to units within THE PROJECT for construction of the park facility, the pedestrian and bike paths along Winnie Lane, Ormsby Boulevard, Community College Parkway and Silver Oak Drive

which shall be dedicated to Carson City. All other parkways, bicycle paths or parks shall be constructed with DEVELOPER funds.

Should the RCT funds be insufficient to construct the improvements, the DEVELOPER shall provide the additional funds.

5.2 Maintenance

After completion of the open space improvements which are to be conveyed to Carson City, the DEVELOPER shall maintain the improvements for a period of two (2) years before dedication and maintenance by Carson City is accepted.

VI.

TRANSPORTATION IMPROVEMENT COMPONENTS

6.1 Internal Local Project Roads

All internal roads within THE PROJECT shall be built to Carson City Municipal Code Standards (except where variances have been requested and granted) and dedicated to CARSON CITY. Roadway standards for THE PROJECT as varied are set forth in THE PROJECT application street detail on the PUD tentative map.

6.2 Collector Roadway Improvements

Ormsby Blvd., will be improved in the roadway section depicted in the project approval on a phased basis corresponding to the Exhibit "C" phasing schedule.

Community College Parkway (formerly Graves and Nye) will be expanded to the roadway section depicted in the project approval from Ormsby to Ivy Baldwin Drive when traffic reaches service level C, or when there are 30,000 average daily trips or earlier at the DEVELOPER'S discretion, but not later than the completion of the

Block 'L' residential units. The balance of Community College Parkway from Ormsby to the westerly edge of the project will be expanded to the roadway section depicted in the project approval in conjunction with the completion of the adjoining residential units.

Ivy Baldwin Drive will be completed to the roadway section depicted in the project approval from Community College Parkway to Country Club Court prior to opening of the golf course. The remainder of Ivy Baldwin Drive will be completed to Silver Oak Avenue in conjunction with the completion of hotel casino facility or the commencement of Phase VI whichever first occurs. Completion of the hotel casino facility will require the completion of the improvements of the Silver Oak Avenue/U.S. Highway 395 intersection and signal.

At such time as the traffic flow at the intersection of Ivy Baldwin Drive and Community College Parkway warrant signalization in the opinion of the Public Works Director, the DEVELOPER shall install a signal or other required intersection control.

VII.

PROJECT CONSTRUCTION REQUIREMENTS

All construction of THE PROJECT shall be done in accordance with the Standards Specification For Public Works Construction as adopted by CARSON CITY and all their applicable state and local codes, ordinances and statutes except as varied by the Project Approval.

The DEVELOPER may apply for and receive building permit allocations prior to the recordation of a final map. However, the DEVELOPER may not receive actual building permits until such time as the DEVELOPER has recorded a final map either through the completion of the improvements, or posting financial assurances for such improvements, for any applicable phase of THE PROJECT. These improvements shall include those improvements applicable to that phase including paved streets, curbs, gutters, underground utilities, water, sewer and drainage.

7.1 Grading and Slope

The DEVELOPER shall provide CARSON CITY with a development plan that specifies grading practices, extent of grading allowed at one time, a dust suppression program, and erosion control and revegetation measures that effectively mitigate blowing dust and soil erosion problems associated with development of the site to the satisfaction of CARSON CITY. The applicant shall obtain an Air Quality permit and implement the approved plan and provide the State of Nevada or CARSON CITY with financial security for the required mitigation measures.

VIII.

DEFAULTS, REMEDIES, TERMINATION

8.1 General Provisions

Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms or

conditions 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 the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings, or issuance of any building permit.

After notice and expiration of the thirty (30) day period, the nondefaulting party to this Development Agreement, at its option, may institute legal proceedings pursuant to this Agreement. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by CARSON CITY.

Following consideration of the facts and evidence presented in said review before CARSON CITY, either party alleging the default by the other party may give written notice of termination of this Development Agreement to the other party.

Evidence of default may also arise in the course of periodic review of this Development Agreement. If either party determines that the other party is in default following the completion of the normal periodic review, said party may give written notice of termination of this Development Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within sixty (60) days or within such longer period specified in the notice, or if

the defaulting party waives its right to cure such alleged default, this Development Agreement shall be deemed terminated.

It is hereby acknowledged and agreed that any portion of THE PROJECT which is the subject of a final map shall not be affected by or jeopardized in any respect by any subsequent default affecting THE PROJECT. In the event CARSON CITY does not accept, review, approve or issue necessary permits or entitlements for use in a timely fashion as defined by this Development Agreement, or as otherwise agreed to by the parties, or CARSON CITY otherwise defaults under the terms of this Development Agreement, CARSON CITY agrees that DEVELOPER shall not be obligated to proceed with or complete THE PROJECT, or any phase thereof, nor shall resulting delays in DEVELOPER's performance constitute grounds for termination or cancellation of this Development Agreement.

8.2 Enforced Delay, Extension of Time of Performance

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 conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to CARSON CITY 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.

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

IX.

MISCELLANEOUS

9.1 Carson City Code

THE PROJECT shall comply with all ordinances and fees adopted by CARSON CITY, applied on a uniform basis to all development projects in CARSON CITY.

Final maps shall comply with the Exhibit "B" conditions and be recorded in accordance with all applicable CARSON CITY ordinances.

The proposed development shall be in accord with the objective of Title 17 of Carson City Municipal Code.

Should any provision of this Agreement be deemed to be in conflict with the Exhibit "B" conditions of approval, the Exhibit "B" conditions shall control.

9.2 Cost Reimbursement

To the extent that the DEVELOPER constructs water line, sewer line, or roadway improvements which are oversized or in excess of the standard required to offset the impact attributable to DEVELOPER'S PROJECT, the DEVELOPER shall receive a prorata reimbursement for such oversized improvements. The reimbursement

shall be the subject of a specific reimbursement agreement for each such oversized project. The reimbursement will be paid to the DEVELOPER at such time as a third party entity, inclusive of CARSON CITY utilizes the benefit of such oversized improvements.

X.

APPLICABLE LAW AND ATTORNEYS' FEES

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

XI.

SUCCESSORS AND ASSIGNS

The parties hereto agree that the terms and conditions of this Agreement shall bind and inure to the benefit of the parties' successors and assigns.

XII.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the parties with respect to such subject matter.

XIII.

HOLD HARMLESS AND INDEMNIFICATION

DEVELOPER hereby agrees to, and shall hold CARSON CITY, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for property damage which may arise from DEVELOPER's or DEVELOPER's contractors', subcontractors', agents', or employees' operations under this Development Agreement, whether such operations by DEVELOPER or by any of DEVELOPER's contractors, subcontractors, or by any one or more person directly or indirectly employed by, or acting as agent for DEVELOPER or any of DEVELOPER's contractors or subcontractors. DEVELOPER agrees to, and shall defend CARSON CITY, its elective and appointive boards, commissions, officers, agents and employees, from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid operations.

XIV.

PROJECT AS PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject PROJECT is a private development and no partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between CARSON CITY and DEVELOPER is that of a government entity regulating the development of private property within the parameters of applicable law and the owner of such private property.

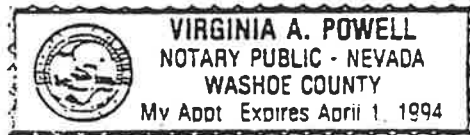
STATE OF NEVADA)
 : ss.
CARSON CITY)

On this _____ day of _____, 1993,
before me, a notary public, personally appeared GARTH RICHARDS,
personally known (or proved to me to be the person who executed the
foregoing instrument, who acknowledged to me that he executed the
same freely and voluntarily, and for the uses and purposes therein
mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year hereinabove written.

Virginia A. Powell

NOTARY PUBLIC



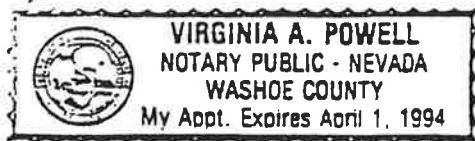
STATE OF NEVADA)
 : ss.
CARSON CITY)

On this 27th day of December, 1993,
before me, a notary public, personally appeared THOMAS BROWN,
personally known (or proved to me to be the person who executed the
foregoing instrument, who acknowledged to me that he executed the
same freely and voluntarily, and for the uses and purposes therein
mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year hereinabove written.

Virginia A. Powell

NOTARY PUBLIC



STATE OF NEVADA)
 : ss.
CARSON CITY)

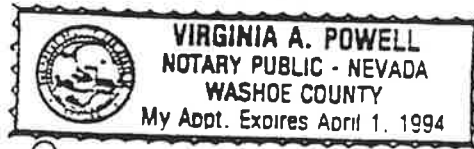
On this 1st day of December, 1993,
before me, a notary public, personally appeared STEPHEN D. HARTMAN,
personally known (or proved to me to be the person who executed the
foregoing instrument, who acknowledged to me that he executed the
same freely and voluntarily, and for the uses and purposes therein
mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year hereinabove written.

Virginia A. Powell

NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
CARSON CITY)

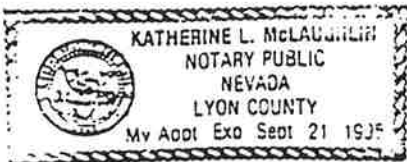


On this 6th day of January, 1993, *H. Klem*
before me, a notary public, personally appeared Maru Teixeira,
personally known (or proved to me to be the person who executed the
foregoing instrument, who acknowledged to me that he executed the
same freely and voluntarily, and for the uses and purposes therein
mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year hereinabove written.

Katherine L. McLaughlin

NOTARY PUBLIC



STATE OF NEVADA)
 : ss.
CARSON CITY)

On this 29th day of December, 1993,
before me, a notary public, personally appeared PAUL LIPPARELLI,
personally known (or proved to me to be the person who executed the
foregoing instrument, who acknowledged to me that he executed the
same freely and voluntarily, and for the uses and purposes therein
mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year hereinabove written.

Jeri L. Mihelic
NOTARY PUBLIC

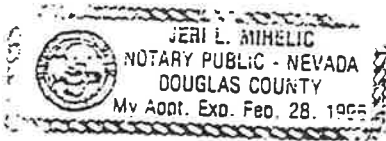


EXHIBIT "A"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN CARSON CITY, NEVADA, AND IS DESCRIBED AS FOLLOWS:

A portion of the southeast 1/4 of Section 6, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Parcel 4 as shown on the Amended Parcel Map for SILVER OAK DEVELOPMENT COMPANY, filed in the office of the Carson City Recorder on October 13, 1993, in Book 7 of Maps, Page 2030, File No. 150922.

Parcels A, B, C, and D as set forth on parcel map for MARSHALL S. ASHCRAFT, filed for record in the office of the Carson City Recorder on April 27, 1982, in Book 4, Page 926 as Document No. 10863, Official Records of Carson City, Nevada.

Together with an easement for ingress and egress as set forth in document filed for record in the office of the Carson City Recorder on September 4, 1979 in Book 260, Page 517 as Document No. 90505 Official Records of Carson City, Nevada.

A parcel of land over and across a portion of the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 15 North, Range 20 East, M.D.B.&M., and described more fully by metes and bounds as follows, to-wit:

Beginning at a point 48 feet left or westerly, and at right angles to HIGHWAY ENGINEER'S STATION "O S1 "85+60.00 P.O.T. said point further described as bearing South 29°52'02" East, a distance of 1526.08 feet from the south quarter corner of Section 31, Township 16 North, Range 20 East, M.D.B.&M., thence South 25°13'03" East along the left or Westerly 48.00 foot highway right of way line a distance of 136.11 feet to an intersection with the Southerly boundary of said property, thence North 49°32'03" West along the Westerly boundary of said property a distance of 234.80 feet to an intersection with North East-West one-sixteenth section line of said Section 6; thence South 84°08'30" East a distance of 56.16 feet to a point; thence South 70°03'01" East a distance of 68.90 feet to the point of beginning.

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that the barricades should remain until the stop signs are installed. Both Supervisors Tatro and Bennett felt it was necessary to keep the one barricade at Desatoya and Airport Road until another alternative is created. Mayor Teixeira then passed the gavel to Mayor Pro-Tem Bennett and moved that the Board instruct the Public Works Department to remove all the barricades in the area that are presently there and, 1. To install two stop signs on Woodside Drive at the best points, which the map indicates the ideal areas may be at Monte Rosa and a second point, 2. To install two stop signs on Desatoya, which could be Monte Rosa and Siskiyou, and due to the point that the traffic needed to be slowed down on the streets leading into the Empire School, 3. To install a stop sign at the intersection of Airport and Gordonia, which should slow the traffic prior to the left turn. He then directed staff to work with the community and return if additional changes are necessary. Supervisor Smith seconded the motion. Discussion ensued on the locations for stop signs. Supervisor Tatro suggested the motion be amended to include a three-way stop at Gordonia and Monte Rosa, however, following discussion felt it was not feasible. Mr. Homann indicated the barricades could be removed tomorrow, however, was unsure when the stop signs could be installed but felt that a week was possible. Supervisor Smith suggested the motion be amended to include Public Works to bring back other alternatives for resolving the problem for the entire area. Mayor Teixeira felt this had been addressed in his statement that it was a start and could be modified as time requires. Clarification for both Mr. O'Brien and Mr. Lipparelli indicated Mayor Teixeira's number of stop signs did not mean the number to be installed at one location but rather the number of sites to be located on that street--two separate sites on Woodside and two on Desatoya. Mr. O'Brien requested clear direction that the signs on Woodside be at Siskiyou and Monte Rosa. Mayor Teixeira agreed to "try it". Mr. O'Brien noted that none of the intersections warranted stop signs. Mayor Teixeira then amended his motion to place stop signs on Woodside at Monte Rosa and at Woodside and Siskiyou. He then clarified his motion to indicate there would be stop signs at La Loma and Monte Rosa. Supervisor Smith continued his second. Mayor Teixeira indicated the recommendations made by Mr. O'Brien would be the ones "we will go with". Supervisor Smith continued his second. The motion as amended was voted by roll call with the following results: Ayres - Yes; Tatro - No; Smith - Yes; Teixeira - Yes; and Mayor Pro-Tem Bennett - Yes. Motion carried 4-1.

BREAK: An eight minute recess was declared at 7:18 p.m. When the meeting reconvened at 7:26 p.m. the entire Board was present constituting a quorum. Mayor Pro-Tem Bennett returned the gavel to Mayor Teixeira.

13. COMMUNITY DEVELOPMENT DIRECTOR - Walter Sullivan, Parks and Recreation Director Steve Kastens, Senior Planner Juan Guzman, and Associate Planner Sandra Danforth

1. PLANNING COMMISSION REVIEW AND APPEAL ITEMS - ACTION ON MPA-93/94-1 - A MASTER PLAN AMENDMENT REQUEST FROM G.T.S. PARTNERS, INC. (PROPERTY OWNERS: SILVER OAK DEVELOPMENT COMPANY, MARSHALL ASHCRAFT AND NEVADA CHILDREN'S FOUNDATION) TO AMEND THE MASTER PLAN LAND USE DESIGNATION FROM

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COMMERCIAL AND SUBURBAN RESIDENTIAL AND LOW DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL AND COMMERCIAL, AND TO AMEND THE STREETS AND HIGHWAYS MASTER PLAN ELEMENT REGARDING THE REALIGNMENT OF THE PROPOSED GRAVES LANE TO COMBS CANYON ROADWAY TO CONNECT INSTEAD WITH WEST NYE LANE NEAR THE WESTERN NEVADA COMMUNITY COLLEGE, ON APPROXIMATELY 683 ACRES OF LAND LOCATED IN THE NORTHWEST PORTION OF CARSON CITY BETWEEN U.S. HIGHWAY 395 ON THE EAST, THE WESTERN NEVADA COMMUNITY COLLEGE CAMPUS AND THE UNIVERSITY HEIGHTS SUBDIVISION ON THE WEST, WINNIE LANE ON THE SOUTH AND THE EAGLE VALLEY CHILDREN'S HOME ON THE NORTH, ASSESSOR'S PARCEL NUMBERS 8-061-02, 8-061-17, 7-091-55, 7-091-56, 7-091-57, 7-091-58, AND 7-091-68 (PORTION) - (PLANNING COMMISSION APPROVED 7-0-0-0)

B. ORDINANCE - FIRST READING - ACTION ON Z-93/94-1 - AN ORDINANCE EFFECTING A CHANGE OF LAND USE ON ASSESSOR'S PARCEL NUMBERS 8-061-02 AND 17, 7-091-55, 56, 57, AND 7-091-68 (PORTION), SAID PARCELS BEING LOCATED IN THE NORTHWEST PORTION OF CARSON CITY, WEST OF HIGHWAY 395, SOUTH OF EAGLE VALLEY CHILDREN'S HOME, NORTH OF WINNIE LANE, EAST OF WESTERN NEVADA COMMUNITY COLLEGE AND UNIVERSITY HEIGHTS SUBDIVISION IN CARSON CITY, NEVADA, FROM SINGLE FAMILY TWO ACRE (SF2A), SINGLE FAMILY ONE ACRE (SF1A), SINGLE FAMILY 12,000 (SF12000), AND CONSERVATION RESERVE (CR) TO SINGLE FAMILY 12,000-PUD (12,000-PUD), RETAIL COMMERCIAL-PUD (RC-PUD), TOURIST COMMERCIAL-PUD (TC-PUD), RESIDENTIAL OFFICE-PUD (RO-PUD), AND NEIGHBORHOOD BUSINESS-PUD (NB-PUD) ZONING (PLANNING COMMISSION APPROVED 7-0-0-0)

C. PLANNING COMMISSION REVIEW ITEMS

i. ACTION ON P-93/94-1 - A REQUEST FROM G.T.S. PARTNERS, INC. (PROPERTY OWNERS: SILVER OAK DEVELOPMENT COMPANY, MARSHALL ASHCRAFT AND NEVADA CHILDREN'S FOUNDATION) FOR A SF12000 PLANNED UNIT DEVELOPMENT (SILVER OAK PLANNED UNIT DEVELOPMENT) ON APPROXIMATELY 683 ACRES OF LAND; THE PROPOSED DEVELOPMENT WILL CONSIST OF APPROXIMATELY 308 ACRES OF OPEN SPACE; APPROXIMATELY 78.9 ACRES OF COMMERCIAL AREA; APPROXIMATELY 13.6 ACRES FOR PARK/SCHOOL SITE; APPROXIMATELY 225.2 ACRES FOR SINGLE FAMILY AND CLUSTER RESIDENTIAL DEVELOPMENT (FOR A TOTAL OF 1,181 LOTS); AND APPROXIMATELY 59.9 ACRES OF ROADWAYS; THE REQUEST ALSO INCLUDES VARIANCES FOR FRONT, SIDE AND REAR SETBACKS; BUILDING HEIGHTS; LOT SIZE AND WIDTHS; ROADWAY WIDTH; AND PERIPHERAL BOUNDARY SETBACKS; THE AREA IS CURRENTLY ZONED RETAIL COMMERCIAL (RC), SINGLE FAMILY ONE ACRE (SF1A), SINGLE FAMILY 12,000 (SF12000), SINGLE FAMILY TWO ACRES (SF2A), AND CONSERVATION RESERVE (CR); THE PROPERTY IS LOCATED IN THE NORTHWEST PORTION OF CARSON CITY BETWEEN HIGHWAY 395 ON THE EAST, THE WESTERN NEVADA COMMUNITY COLLEGE CAMPUS AND UNIVERSITY HEIGHTS SUBDIVISION ON THE WEST, WINNIE LANE ON THE SOUTH AND THE EAGLE VALLEY CHILDREN'S HOME ON THE NORTH; ASSESSOR'S PARCEL NUMBERS 8-061-02, 8-061-17, 7-091-55, 7-091-56, 7-091-57, 7-091-58, AND 7-091-68 (PORTION) - (PLANNING COMMISSION APPROVED 7-0-0-0)

ii. ACTION ON U-93/94-6 - A SPECIAL USE PERMIT APPLICATION FROM SILVER OAK DEVELOPMENT COMPANY TO ALLOW DEVELOPMENT OF A SUPER K-MART BUSINESS ON A PARCEL OF LAND DIVIDED BY FOUR ZONING DISTRICTS (RETAIL COMMERCIAL (RC), SINGLE FAMILY ONE ACRE (SF1A), SINGLE FAMILY 12,000

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(SF12000), AND SINGLE FAMILY TWO ACRES (SF2A) ON APPROXIMATELY 540.88 ACRES OF LAND LOCATED IN THE NORTHWEST PORTION OF CARSON CITY BETWEEN U.S. HIGHWAY 895 ON THE EAST, THE WESTERN NEVADA COMMUNITY COLLEGE CAMPUS AND UNIVERSITY HEIGHTS SUBDIVISION ON THE WEST, WINNIE LANE ON THE SOUTH AND THE EAGLE VALLEY CHILDREN'S HOME ON THE NORTH ON A PORTION OF ASSESSOR'S PARCEL NUMBER 3-061-02 - (PLANNING COMMISSION APPROVED 7-0-0-0) (3-1265) - Steve Hartman, Traffic Engineer Gordan Shaw, Project Engineer George Thiel - Mr. Guzman noted for the record that the period for filing an appeal had passed without anyone filing an appeal. Mr. Hartman thanked staff and the community for its assistance throughout the process. Discussion among the Board, Mr. Hartman and staff included the (3-2389) (4-0525) ten-foot bike/park paths, the senior citizen housing cluster, (4-0105) inclusion of the V&T right-of-way in the open space calculations, reasons the commercial and cluster area open spaces were not included in the open space calculations, signalization sites and plans for the intersection of Ormsby and Community College Drive, the location of other signals, K-Mart and the project's drainage plans, low glare lighting, project roofing and architectural design plans, maintenance of the bike/park areas, various terms in the Super K/K-Mart contract, the golf course's effluent irrigation plans, location of and access to the school/park site, the joint school/park use plans, the () block wall fence and screening efforts between the school and K-Mart, (4-1025) the number and size of the "lakes", access routes from the southern developed areas including streets which would reach K-Mart, Kimberly Meadows Drive, arterials Ivy Baldwin Drive and Community College Parkway, and their signalization. (4-0975) Discussion between Mayor Teixeira and Mr. Guzman emphasized that the final project would be similar to the matrix.

(4-1328) BREAK: At 8:50 p.m. a ten minute recess was declared. When the meeting reconvened at 9 p.m. the entire Board was present constituting a quorum.

(4-1335) Doretta Brown expressed her concern that the block wall fence would not stop individuals at the school from reaching K-Mart. Jim Robertson supported the project. Walter Sullivan, representing several adjacent property owners in the Dartmouth Drive area, outlined the residents' concerns and thanked staff and the developer for resolving those issues. Mr. Sullivan noted that he had not participated in staff's review of the development due to the potential conflict of interest.

Discussion ensued among the Board, Mr. Hartman, and Mr. Kastens on the height of the block and the project's Residential Construction Tax program.

(4-1910) Supervisor Tatro noted his normal procedures for considering Board items. In this case, however, due to the magnitude of the project, he had previously heard and discussed the project. All of those concerns were contained within the supporting documentation. The Planning Commission's recommendations and the lack of community concern at this stage indicated the work the developer had undertaken to meet the needs and concerns of the community. He commended the developer on the quality and dedication of the project. Mr. Hartman noted there had been numerous meetings on the

EXHIBIT B

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project. He felt that the project was acceptable due to the staff and the neighbors' knowledge of the issues and everyone's willingness to cooperate. He commended all of the participants on their efforts.

4-2102) Discussion among the Board and Mr. Hartman returned to the bike path along Community College Parkway. Mr. Hartman agreed to put another four foot path along the south side of the street. Supervisor Ayres noted the Parks and Recreation Commission had considered this issue and would support Mayor Teixeira's request. Supervisor Smith noted that the project would take many years to develop and Growth Management's control. Mr. Hartman explained the developers' plans were to "sell lots" but they could construct some of the homes. It would have at least a ten year buildout/sellout. The project is subject to Growth Management. Mr. Guzman entered into the record the following: 1. A letter from the Army Corps of Engineers indicating the area did not contain any wetlands; 2. A letter from the current K-Mart Manager supporting the K-Mart project; and 3. A petition containing over 1,300 signatures supporting K-Mart.

4-2507) Supervisor Tatro moved that the Board approve a Master Plan Amendment request from G.T.S. Partners, Inc., Property Owners: Silver Oak Development Company, Marshall Ashcraft, and Nevada Children's Foundation, MPA 93/94-1, to amend the Master Plan Land Use Designation from Commercial and Suburban Residential and Low Density Residential to Low Density Residential and Commercial and to amend the Streets and Highways Master Plan element regarding the realignment of the proposed Graves Lane to Combs Canyon Roadway to connect instead with West Nye Lane near the Western Nevada Community College campus and University Heights subdivision on the west, Winnie Lane on the south and the Eagle Valley Children's Home on the north; Assessor's Parcels Number 8-061-02 and 17, 7-091-55, 56, 57, 58, and 68 based on the findings and conditions contained in the staff report and the Planning Commission recommendation. Mr. Guzman noted there were no conditions. Supervisor Bennett seconded the motion. Motion carried 5-0.

Supervisor Tatro moved that the Board introduce Bill No. 149 on first reading, AN ORDINANCE EFFECTING A CHANGE OF LAND USE ON ASSESSOR'S PARCEL NUMBERS 8-061-02 AND 17, 7-091-55, 56, 57, 58, AND 7-091-68 (PORTION), SAID PARCELS BEING LOCATED IN THE NORTHWEST PORTION OF CARSON CITY, WEST OF HIGHWAY 395, SOUTH OF EAGLE VALLEY CHILDREN'S HOME, NORTH OF WINNIE LANE, EAST OF WESTERN NEVADA COMMUNITY COLLEGE AND UNIVERSITY HEIGHTS SUBDIVISION IN CARSON CITY, NEVADA, FROM SINGLE FAMILY TWO ACRE (SF2A), SINGLE FAMILY ONE ACRE (SF1A), SINGLE FAMILY 12,000 (SF12000), AND CONSERVATION RESERVE (CR) TO SINGLE FAMILY 12,000-PUD (SF12000-PUD), RETAIL COMMERCIAL-PUD (RC-PUD), TOURIST COMMERCIAL-PUD (TC-PUD), RESIDENTIAL OFFICE-PUD (RO-PUD), AND NEIGHBORHOOD BUSINESS-PUD (NB-PUD) ZONING. Supervisor Bennett seconded the motion. Motion carried 5-0.

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Supervisor Tatro moved that the Board approve a request from G.T.S. Partners, Inc.; property owners: Silver Oak Development Company, Marshall Ashcraft, and Nevada Children's Foundation; P-93/94-1 for a SF12000 Planned Unit Development, Silver Oak Planned Unit Development, on approximately 683 acres of land; the proposed development will consist of approximately 308 acres of open space; approximately 78.9 acres of commercial area; approximately 13.6 acres for park/school site; approximately 225.2 acres for single family and cluster residential development, for a total of 1,181 lots; and approximately 59.9 acres of roadways; the request also includes variances for front, side and rear setbacks; building heights; lot size and widths; roadway width; and peripheral boundary setbacks; the area is currently zoned Retail Commercial, Single Family One Acre, Single Family 12,000, Single Family Two Acres, and Conservation Reserve on property located in the northwest portion of Carson City between U.S. Highway 395 on the east, the Western Nevada Community College campus and University Heights Subdivision on the west, Winnie Lane on the south, and the Eagle Valley Children's Home on the north; Assessor's Parcel Numbers 8-061-02, 8-061-17, 7-091-55, 56, 57, 58, and 68 based on the findings and subject to the conditions and stipulations contained in the staff report and Planning Commission recommendation. Supervisor Ayres seconded the motion. Clarification noted that the total acreage was 651 acres and Supervisor Tatro so amended his motion. Supervisor Ayres continued her second. Motion carried 5-0.

(4-2735) Mr. Guzman requested the Board clarify Condition 20 of the Special Use Permit and explained the condition and amendment. Mr. Hartman agreed to the amendment. Supervisor Tatro then moved that the Board approve U-93/94-6, a Special Use Permit application from Silver Oak Development Company to allow development of a Super K-Mart business on a parcel of land divided by four zoning districts, Retail Commercial, Single Family One Acre, Single Family 12,000, and Single Family Two Acres, on approximately 540.88 acres of land located in the northwest portion of Carson City between U.S. Highway 395 on the east, the Western Nevada Community College campus and University Heights Subdivision on the west, Winnie Lane on the south, and the Eagle Valley Children's Home on the north on a portion of Assessor's Parcel Number 8-061-02, based on the findings and subject to the conditions as contained in the staff report and Planning Commission recommendation with the sentence being added to Condition No. 20: "No idling of engines when delivering nor noise producing operations will be conducted outside the building from 10 p.m. through 6 a.m.". Supervisor Smith seconded the motion. Clarification noted that Condition 20 also contained the delivery truck restriction. Motion carried 5-0. Mayor Teixeira commended the developers on their expertise and professionalism on the project. The community would receive a quality project based on the presentations made.

Supervisor Ayres then moved to adjourn. Mayor Teixeira seconded the motion. Motion carried 5-0. Mayor Teixeira adjourned the meeting at 9:35 p.m.

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The Minutes of the September 16, 1993, Carson City Board of Supervisors meeting

ARE SO APPROVED ON October 21, 1993.

Marv Teixeira
Marv Teixeira, Mayor

ATTEST:

Kiyoshi Nishikawa
Kiyoshi Nishikawa, Clerk-Recorder

CARSON CITY, STATE OF NEVADA
BOARD OF SUPERVISORS
SEPTEMBER 16, 1993

NOTICE OF DECISION

A request was received from G.T.S. Partners, Inc. (property owners Children's Foundation) for a SF12000 Planned Unit Development (Silver Oak Planned Unit Development) on approximately 651 acres of land. The proposed development will consist of approximately 572 acres of Single Family and Cluster Residential development (for a total of 1,181 lots); including a 1 acre park/school site; approximately 76 acres of Commercial area; approximately 2.5 acres of Residential Office area; and approximately 1.5 acres of Neighborhood Business area. The request also includes variances for front, side and rear setbacks; building heights; lot size and widths; roadway width; and peripheral boundary setbacks. The area is currently zoned Retail Commercial (RC), Single Family One Acre (SF1A), Single Family 12,000 (SF12000), Single Family Two Acres (SF2A), and Conservation Reserve (CR). The property is located in the northwest portion of Carson City between U.S. Highway 395 on the east, the Western Nevada Community College campus and University Heights subdivision on the west, Winnie Lane on the south and the Eagle Valley Children's Home on the north; APNs 8-061-02, 8-061-17, 7-091-55, 7-091-56, 7-091-57, 7-091-58, and 7-091-68 (portion).

The Board of Supervisors conducted a public hearing on September 16, 1993 in conformance with City and State legal requirements, and the Board of Supervisors approved a request from G.T.S. Partners, Inc. (property owners Silver Oak Development Company; Marshall Ashcraft and Nevada Children's Foundation), P-93/94-1, for a SF12000 Planned Unit Development (Silver Oak Planned Unit Development) on approximately 651 acres of land. The proposed development will consist of approximately 572 acres of Single Family and Cluster Residential development (for a total of 1,181 lots); including a 1 acre park/school site; approximately 76 acres of Commercial area; approximately 2.5 acres of Residential Office area; and approximately 1.5 acres of Neighborhood Business area. The request also includes variances for front, side and rear setbacks; building heights; lot size and widths; roadway width; and peripheral boundary setbacks. The area is currently zoned Retail Commercial (RC), Single Family One Acre (SF1A), Single Family 12,000 (SF12000), Single Family Two Acres (SF2A), and Conservation reserve (CR) or property located in the northwest portion of Carson City between U.S. Highway 395 on the east, the Western Nevada Community College campus and University Heights subdivision on the west, Winnie Lane on the south and the Eagle Valley Children's Home on the north; APNs 8-061-02, 8-061-17, 7-091-55, 7-091-56, 7-091-57, 7-091-58, and 7-091-68 based on the following findings and subject to the conditions of approval, acknowledgement and stipulations:

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FINDINGS:

- | | <u>DESIGN STANDARDS</u> | <u>REQUIRED</u> | <u>PROPOSED</u> |
|----|--|-----------------|-----------------|
| 1. | Minimum site area: | 5 acre minimum | 651 acres |
| | Staff finds that the proposal satisfies the requirements of CCY 17.69.190(a). | | |
| 2. | Minimum # of units: | 5 units | 1,181 units |
| | Staff finds that the proposal satisfies the requirements of CCM 17.69.190(b). | | |
| 3. | In designing a Planned Unit Development, the ordinance allows lot area width, building height, lot size, minimum site area, and setbacks to be reduced to better utilize land. The proposed development consists of 1,181 dwelling units in standard single family and cluster single family configurations on 651 acres. The project involves a consolidation of the following approvals: | | |
| | A. Tentative Planned Unit Development map for 1,181 separate lots and structures in a standard and in a cluster development configuration. | | |
| | B. A variance of lot width in other than cluster development areas to allow 40 foot lot widths. | | |
| | C. A variance to vary front yard setbacks on one-acre parcels by five feet, providing a minimum of 25 foot front yard setback, rather than the 30 foot required setback. | | |
| | D. A variance to vary front yard setbacks on 6,000 to 7,000 square foot lots from the required 20 foot front yard setback to a 15 foot minimum front yard setback. | | |
| | E. A variance of building height in other than cluster development from the allowed 26 feet to 28 feet in height. | | |

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<u>DESIGN STANDARDS</u>	<u>REQUIRED</u>	<u>PROPOSED</u>
F.	A variance within the cluster single family areas to allow minimum 4,000 square foot lot widths and to allow zero lot line construction.	
G.	A variance within the cluster single family areas to allow maximum 35 foot building height.	
H.	A variance of side, front, rear, building height, lot width, and lot size in the cluster developments, depending on the design chosen for a particular parcel:	
	Proposed front yards:	5 foot to 18 feet
	Proposed rear yards:	5 foot to 15 feet (for two-story units)
	Proposed side yards:	zero lot line to 12 feet (for two-story units)
I.	Variance request to vary the existing 36 foot right-of-way width within the cluster area to 26 feet from interior parking courts.	
J.	A variance to allow patios and decks to be built within the rear side and front setback areas within 3 foot of the property line.	
K.	A variance from required 25 feet setback on all peripheral boundary lines to not less than 15 feet within the residential portions of the development.	
L.	A variance request of 25 feet from the required 25 foot setback of all commercial property setbacks for the peripheral boundary to allow a zero foot setback in Commercial areas.	
4.	Parking area:	
	2.5 per dwelling unit	Compliance within standard residential development areas

Staff finds that the proposal meets requirements within the non-cluster areas. The cluster area require further review upon future approval of each cluster phase by staff.

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	<u>DESIGN STANDARDS</u>	<u>REQUIRED</u>	<u>PROPOSED</u>
5.	Storage area:	Optional	None is envisioned
6.	Sidewalks:	Yes	Extensive interconnect pedestrian walks and pat follow the main network roads
7.	Utilities:	Underground	Underground (some existi power lines cannot placed underground due high voltage
Staff finds that the proposal satisfies the requirements of CC 17.69.190(h).			
8.	Landscaping:	Preliminary landscaping plans required	Conceptual plans submitt will require further revi prior to construction phases
9.	Bike path:	Optional	E x t e n s i v e w e l interconnected network
10.	Open space required	40% of gross area of site to be determined individually for each PUD. Private open space not to constitute more than 25% of total open space area.	45% including golf cour and hill. Of the 45% th main components are: Golf Course 62% Hill 23% Landscape Area 9% (walkways/buffers) Peripheral 6% (includes private)

The proposal meets the requirements of the Planned Unit Developme Ordinance.

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CONDITIONS OF APPROVAL:

1. All final maps or parcel maps shall be in substantial accord with the approved tentative map.
2. Prior to submittal of any final map or parcel maps, the Public Works Department shall approve all on-site and off-site improvements.
3. All other departments' and State agencies conditions of approval, which are attached, shall be incorporated as conditions of this report.
4. All disturbed areas are required to have a palliative applied for dust control. Any and all grading shall comply with State and City standards.
5. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with City standards. A grading permit from the State Health Division shall be obtained prior to any grading. Non-compliance with this provision may cause a cease and desist order to halt all grading work.
6. A note shall be placed on all final or parcel maps stating:
"These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."
7. Placement of all utilities, including TCI Cable, shall be underground within the development.
8. All on and off-site improvements shall conform to City standards and requirements.
9. The applicant must sign and return the Board of Supervisors acknowledgement of conditions for approval within ten (10) days of receipt of notification. If the acknowledgement is not signed and returned within ten days of receipt, then the item will be rescheduled for the next Planning Commission meeting for further consideration.

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10. As required by CCMC, Section 17.69.040, the construction and development of all approved open space shall occur no later than the construction of 25% of the dwelling units. In this case, no later than the construction of the 295th dwelling unit. Because the landscaping of this development is an integral part of the project, all landscaping within the project and along the perimeter of each phase shall be completed concurrent with the completion of each phase unless installation is delayed due to weather, in which event, financial assurances will be posted for its completion.
11. Fencing of corner lots must meet sight distance area requirements.
12. The last final map necessary to cover the entire development must be recorded for the entire development within two years from the time of the tentative map approval by the Board of Supervisors or the developer and the City will have entered into a development agreement.
13. CC&R's must be recorded, at the property owner's expense, in conjunction with the first final map of other than the Super K-Mart site.
14. A note shall be placed on all final maps stating that all development shall be in accord with planned unit development application (P-93/94-1).
15. Final CC&Rs shall be approved by the District Attorney and the Community Development Department and recorded prior to recordation of a final map or parcel map; the CC&Rs shall provide for the on-going maintenance of the non-dedicated landscaping, lighting, fences, and the historical kiosk area.
16. Prior to the issuance of any certificates of occupancy, the applicant shall install or bond for the installation of all landscaping/irrigation in the area of the project in which the structure is located. An approved landscaping plan for the PUD must be secured prior to the issuance of any building permits.
17. Prior to final map or parcel map submittal, a submittal shall be made to the Community Development Department verifying the lack of, or presence of fault lines within the project site. Should a fault be located within the project site, a geotechnical study shall be provided to Community Development and an engineer's recommended building setback shall be noted on all final maps.

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EXHIBIT

Board Notice of Decision
P-93/94-1
Page Seven

18. The final maps shall note all abutting property ownership, contain block and numbering, all approved street names, and information as required within the Planned Unit Development Ordinance and Nevada Revised Statutes (NRS).
19. Each block of cluster housing shall meet the standards of the development matrix as to unit type and as to the maximum allowable density and must be reviewed and approved by the Community Development staff prior to building plans submittal of any unit within that block.
20. All structure development within the project must meet the requirements as specified in the Development Matrix included in the application and herewith made a part of this condition as a means of defining the variance approvals and standards of development for both the residential cluster areas and the standard residential development areas.
21. If the developer wishes to provide 15 foot front yard setbacks with an average of 20 foot front yard setback within the 6,000 to 7,000 square foot lot areas, a plan must be provided to Community Development Department and Building Division staff at time of the first building plan submittal and receive approval of the average setback plan from the Community Development Department.
22. The developer will maintain grass or landscaping within the school/park site until such time as the site is developed for its designated use or is accepted by Carson City or the School District. The CC&Rs or a development agreement shall address this requirement.
23. Shrubbery and trees over four feet in height at maturity may not be planted along a pedestrian/bicycle path within 50 feet of any intersection.
24. No parcel map or final map may be recorded for any portion of the planned unit development until the tentative map receives Board of Supervisors' approval.
25. The area westerly of Ormsby Boulevard and southerly of Combs Canyon Road will be dedicated to Carson City as a detention facility to be improved with moderate landscaping which does not impede its use as a drainage facility. This area will be improved at the time of the construction of each adjacent phase; any land area not necessary for detention facilities will be offered to adjacent property owners without consideration.

EXHIBIT B

Board Notice of Decision
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Page Eight

26. The project reviewed as part of U-93/94-6 constitutes the first planned phase of this proposal and as such, shall be an integral part of this planned unit development.
27. Compliance with Chapter 12.09 (Flood Damage Prevention Ordinance) is required as the project develops.

STIPULATIONS:

By Steve Hartman:

1. The Residential Office-Planned Unit Development and adjacent Retail Commercial properties will be developed with unified-looking structures.
2. Residences will be limited to single story structures along the Silver Oak property line to the east where there is existing residential development and adjacent to University Heights residences along the Silver Oak west property line and limiting building height to twenty-two feet.
3. On West Nye Lane within the Residential Office-Planned Unit Development area, there will be only four sites.
4. A fuel-management plan will be provided for the area along the college edge of Silver Oak (west).
5. The CC&Rs will be recorded first (with the commercial area of the development having a separate section in the CC&Rs).
6. It is approximately fifteen feet lower elevation on Silver Oak's lots which abut University Heights residences than the University Heights lots.
7. School property will be used as a park site until the school is built; but the property will be owned by the school.
8. Each cluster block will be submitted to staff for review in total, not piecemeal; if staff is not comfortable with the submittal review, it will be referred to the Planning Commission and/or Board of Supervisors.
9. If lakes and ponds do not remain water-filled, then they will be landscaped.

000155121

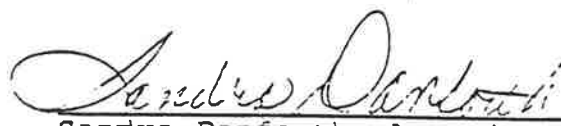
Board Notice of Decision
P-93/94-1
Page Nine

- 10. When the area next to Eagle Valley Ranch Road is ready to be developed Silver Oak Development Company, Inc. will improve Eagle Valley Ranch Road to Carson City standards.
- 11. Painted bike paths will be placed along both sides of Community College Parkway Boulevard.
- 12. Lighting will be placed within the PUD to meet Carson City ordinance requirements.
- 13. A minimum of 20 foot rear yard setbacks will be provided for lots immediately adjacent to the Dartmouth Residential lots.

This decision was made on a vote of 5 ayes and 0 naves.



 Juan F. Guzman, Senior Planner
 Community Development Department



 Sandra Danforth, Associate Planner
 Community Development Department

Mailed _____ by _____.

EXHIBIT "C"PHASING SCHEDULE

The following is the estimated sequence of phasing various of the improvements for the Silver Oak Project:

- | | |
|----------|---|
| Phase 1 | Super K site at U.S. Highway 395 and Community College Parkway. |
| Phase 2 | 50 +/- lots abutting Winnie Lane, including the new Ormsby Blvd., entry off of Winnie Lane. |
| Phase 3 | 50 +/- lots westerly of the new Ormsby Blvd., entry and easterly of existing Ormsby Blvd., just north of Winnie Lane. |
| Phase 4 | 50 +/- lots along the west and east side of Kimberly Meadows Drive. |
| Phase 5 | The Block "BB" cluster housing. |
| Phase 6 | 50 +/- lots northerly of the cluster housing in Block "BB" and southerly of Community College Parkway. |
| Phase 7 | 50 +/- lots west of Ormsby Blvd., and southerly of Mahogany Street. |
| Phase 8 | 50 +/- lots west of Ormsby Blvd., and southerly of Mahogany Street. |
| Phase 9 | 50 +/- lots easterly of University Heights. |
| Phase 10 | Cluster housing in Block "DD". |
| Phase 11 | 50 +/- lots in Blocks G & H. |
| Phase 12 | 50 +/- lots in Blocks D, E & F. |
| Phase 13 | 50 +/- lots in Blocks A, B & C. |
| Phase 14 | The cluster housing in Block "EE". |
| Phase 15 | Cluster housing in Block "CC". |

The foregoing is the anticipated chronology of phasing for the Project. However, the sequence may change due to economic, market conditions or absorption changes in the economy.

All adjacent infrastructure and common area improvements must be completed with each phase of development.

Additionally, certain other improvements must be completed at specific phases. Those additional improvements are:

- a) The golf course and additional common area improvements must be completed prior to completion of construction of the 295th residential unit.
- b) Prior to completion of Phase 13, an alternative emergency access for Block "EE" must be established and Eagle Valley Ranch Road paved to U.S. Highway 395.
- c) The park site shall be improved prior to completion of Phase 5.
- d) The school site shall be dedicated to Carson City prior to completion of phase 2, but improvements consisting of a sprinkler system and seeded area will not be required until completion of phase 6.
- e) All traffic improvements shall be triggered by traffic warrants as reflected in the Project traffic report and staff report.
- f) Winnie Lane improvements will be completed prior to completion of Phase 2.
- g) All commercial area requirements will be triggered as the staff report or traffic report requires.

Commercial area phasing will occur at unknown times and sequences and may be interspersed as phases at any time. Commercial phases will require infrastructure improvements as dictated in the traffic report or staff report. The development of the tourist commercial property at the northerly end of the project will require the construction of the 2,000,000 gallon water tank if it occurs before construction of the 429th lot or if the tank is earlier required by any applicable provision of the Uniform Fire Code.

The foregoing phasing estimate is purely an anticipated chronology of geographic phasing. Various external forces may alter or modify the sequence and provided that the Developer constructs adjacent infrastructure as well as the adhering to the construction of additional infrastructure set forth in the staff report, the Developer shall not be required to strictly adhere to the foregoing schedule throughout the Project.

FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
94 JAN 10 12:30

FILE NO. 000155121
KIYOSHI MURAKAWA
CARSON CITY RECORDER
FEE NYC MS

000155121

ORDINANCE NO. 1994-34

BILL NO. 130

AN ORDINANCE APPROVING AN ADDENDUM TO A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP TO PROVIDE FOR THE CONSTRUCTION OF CERTAIN DRAINAGE AND DETENTION IMPROVEMENTS AND TO MODIFY CERTAIN PREVIOUSLY APPROVED SETBACK VARIANCES AND OTHER MATTERS PROPERLY RELATED THERETO.

Fiscal effect: No

THE BOARD OF SUPERVISORS OF CARSON CITY DO ORDAIN:

SECTION I:

WHEREAS, CARSON CITY and SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP, hereinafter referred to as "SILVER OAK" entered into a development agreement which was approved by the Board of Supervisors as Ordinance 1994-1, Bill No. 167 on January 6, 1994 (hereinafter "Development Agreement") and CARSON CITY and SILVER OAK desire to amend the Development Agreement by agreeing to the First Addendum to Development Agreement (hereinafter "Addendum") attached hereto as Exhibit "A"; and

WHEREAS, the land which is the subject of this Addendum is comprised of land commonly known as Parcel Nos. 8-061-02, 8-061-06 and 8-061-13, which parcels were identified in the Tentative Planned Unit Development Map entitled "Silver Oak P.U.D." (hereinafter "Silver Oak P.U.D.") that was approved by the Carson City Board of Supervisors on September 16, 1993 and which land is more particularly described in Exhibit "1" to Exhibit "A"; and

WHEREAS, the permitted uses of the land, the density or intensity of the land use, and the maximum height and size of any proposed buildings are provided for in the approved Silver Oak P.U.D.

1 Map, the conditions of the Map, and the Development Agreement; and

2 WHEREAS, the Carson City Board of Supervisors finds that the
3 contents of the Addendum conforms with CCMC 17.21.020, NRS 278.0201 and
4 Carson City's Master Plan; and

5 NOW, THEREFORE, the Board of Supervisors hereby ordains:

6 1. The modifications to the Silver Oak P.U.D. made by the
7 Addendum do not affect the rights of residents to maintain and enforce
8 the provisions of the plan.

9 2. The modifications to the Silver Oak P.U.D. made by the
10 Addendum are consistent with the efficient development and preservation
11 of the entire P.U.D., do not adversely affect either the enjoyment of
12 land abutting upon or across a street from the planned unit development
13 or the public interest, and are not granted solely to confer a private
14 benefit upon any person.

15 3. The First Addendum to Development Agreement between
16 CARSON CITY and SILVER OAK attached and incorporated herein as Exhibit
17 "A" and associated with all or portions of Carson City Assessor's
18 Parcel Nos. 8-061-02, 8-061-06 and 8-061-13, which land is more
19 particularly described in Exhibit "1" to Exhibit "A", is approved.

20 4. The time period within which the construction of the
21 drainage and detention improvements must commence is contained in the
22 Development Agreement and the Addendum. The Director of the Carson
23 City Public Works Department is authorized to extend the period within
24 which the construction of the improvements covered by the Addendum and
25 the Development Agreement must commence.

26 5. The Board of Supervisors further directs that the City
27

28 / / /

1 Clerk shall cause a certified copy of this ordinance and the
2 Addendum to be filed with the Carson City Recorder.

3 PROPOSED this 2nd day of June, 1994.

4 PROPOSED by Supervisor Tom Tatro

5 PASSED on the 16th day of June, 1994.

6 VOTE: AYES:

7 Greg Smith

8 Janice Avres

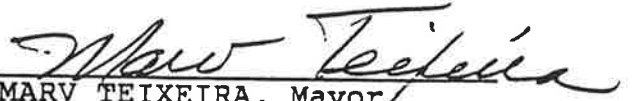
9 Tom Tatro

10 Kay Bennett


11 Marv Teixeira, Mayor

12 NAYES: None

13 ABSENT: None

14 
15 MARV TEIXEIRA, Mayor

16 ATTEST:

17 
18 KIYOSHI NISHIKAWA, Clerk/Recorder

19 This ordinance shall be in force and effect from
20 and after the 27th day of June, 1994.

Exhibit "A"

FIRST ADDENDUM TO DEVELOPMENT AGREEMENT

This First Addendum to Development Agreement made this 16th day of June, 1994, by and between SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP, a Nevada limited partnership (hereinafter "DEVELOPER"), and CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as "CARSON CITY".

RECITALS

1. On September 16, 1993, the Carson City Board of Supervisors considered the SILVER OAK project (hereinafter the "PROJECT") and approved the Project by passing on first reading Bill No. 167 which was later heard on second reading and passed as Ordinance 1994-1 on January 6, 1994 (hereinafter the "DEVELOPMENT AGREEMENT").

2. The parties find that certain variances granted by the Board should be modified and that additional provisions relating to drainage are desirable additions to the DEVELOPMENT AGREEMENT and CARSON CITY and the DEVELOPER mutually desire to amend, modify and restate portions of the DEVELOPMENT AGREEMENT as hereinafter set forth.

NOW THEREFORE for good and valuable consideration herein the parties do agree as follows:

I.

Article 2.6 is hereby amended and restated to provide in its entirety as follows:

2.6 Grading, Drainage and Erosion Control Measures.

The DEVELOPER has prepared a Master Drainage Plan for the PROJECT which is dated March 4, 1994 and by this reference incorporated herein as if fully set forth. Pursuant to the Master Drainage Plan, the PROJECT is segmented into Areas A through D inclusive.

The DEVELOPER and CARSON CITY agree that the first phase of

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development within an Area shall require the construction of the detention facility (ies) and drainage improvements for that Area, including but not limited to, the connection of drainage conveyancing facilities between Areas required to facilitate drainage to the outlet structures along U.S. Highway 395. Provided however, that the second phase of development in Area A will required the construction of the detention facility in Area B and construction of the first phase in Area D will require construction of detention facilities in Area C.

The specific grading, drainage and erosion control plans for each phase shall be submitted with the final map for each of the various phases of the PROJECT subject to approval by CARSON CITY. All plans shall be in accordance with the Master Drainage Plan and CCMC 17.36.030.

II.

Paragraph c) of the portion of Article 2.11 pertaining to "Remaining Residential Areas" is hereby amended and restated to provide in its entirety as follows:

c) Front, rear and sideyard set backs are varied by lot size as follows:

Front Yard

- 12,000 sq. ft. lots and under.
12 feet to residential structure from the property line.
- Over 12,000 sq. ft. to and including 17,000 sq. ft.
15 feet to residential structure from the property line.
- Over 17,000 sq. ft. to and including 30,000 sq. ft.
20 feet to residential structure from the property line.
- Over 30,000 sq. ft. to and including 45,000 sq. ft.
30 feet to residential structure from the property line.

///

1 Rear Yard

2 12,000 sq. ft. lots and under.

3 Not including uncovered patios and decks 15 feet minimum.

4 Over 12,000 sq. ft. to and including 30,000 sq. ft.

5 Not including uncovered patios and decks 20 feet minimum.

6 Over 30,000 sq. ft. to and including 45,000 sq. ft.

7 Not including uncovered patios and decks 30 feet minimum.

8 Side Yard

9 9,000 sq. ft. lots and under.

10 Not including uncovered patios and decks 5 feet minimum.

11 For side yards abutting a street, there shall be an increase of an additional 5
12 feet totalling 10 feet.

13 Over 9,000 sq. ft. to and including 12,000 sq. ft.

14 Not including uncovered patios and decks a minimum of 8 feet.

15 For side yards abutting a street there shall be an increase of an additional 5
16 feet totalling 13 feet.

17 Over 12,000 sq. ft. to and including 17,000 sq. ft.

18 Not including uncovered patios and decks a minimum of 10 feet.

19 For side yards abutting a street there shall be an increase of an additional 5
20 feet totalling 15 feet.

21 Over 17,000 sq. ft. to and including 30,000 sq. ft.

22 Not including uncovered patios and decks 15 feet minimum.

23 For side yards abutting a street there shall be an increase of an additional 5
24 feet totaling 20 feet.

25 Over 30,000 sq. ft.

26 Not including uncovered patios and decks 20 feet minimum.

For side yards abutting a street there shall be an increase of an additional 5 feet totalling 25 feet.

Notwithstanding any of the provision for these variances the rear yards set backs on those properties abutting existing residences shall be not less than 20 feet.

III.

This Agreement shall 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.

CARSON CITY

By: Marv Teixeira
MARV TEIXEIRA, Mayor

ATTEST:

Kiyoshi Nishikawa
Kiyoshi Nishikawa, Clerk/Recorder

Approved:

Frank J. Hovener
Public Works Director

Approved as to form:

Paul D. J. J. J.
Deputy District Attorney

SILVER OAK DEVELOPMENT COMPANY
LIMITED PARTNERSHIP

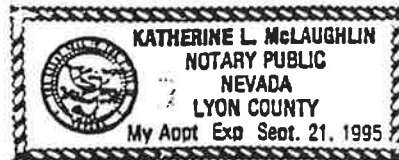
By: GTS PARTNERS, INC., a Nevada corporation, its general partner

By: Stephen D. Hartman
STEPHEN D. HARTMAN, SECRETARY

SUBSCRIBED and SWORN to

before me this 29th day
of June, 1994.

Katherine L. McLaughlin
NOTARY PUBLIC



f:\civil\govt\soda4 agr

EXHIBIT "1"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN CARSON CITY, NEVADA, AND IS DESCRIBED AS FOLLOWS:

A portion of the southeast 1/4 of Section 6, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Parcel 4 as shown on the Amended Parcel Map for SILVER OAK DEVELOPMENT COMPANY, filed in the office of the Carson City Recorder on October 13, 1993, in Book 7 of Maps, Page 2030, File No. 150922.

Parcels A, B, C, and D as set forth on parcel map for MARSHALL S. ASHCRAFT, filed for record in the office of the Carson City Recorder on April 27, 1982, in Book 4, Page 926 as Document No. 10863, Official Records of Carson City, Nevada.

Together with an easement for ingress and egress as set forth in document filed for record in the office of the Carson City Recorder on September 4, 1979 in Book 260, Page 517 as Document No. 90505 Official Records of Carson City, Nevada.

A parcel of land over and across a portion of the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 15 North, Range 20 East, M.D.B.&M., and described more fully by metes and bounds as follows, to-wit:

Beginning at a point 48 feet left or westerly, and at right angles to HIGHWAY ENGINEER'S STATION "O S1 "85+60.00 P.O.T. said point further described as bearing South 29°52'02" East, a distance of 1526.08 feet from the south quarter corner of Section 31, Township 16 North, Range 20 East, M.D.B.&M., thence South 25°13'03" East along the left or Westerly 48.00 foot highway right of way line a distance of 136.11 feet to an intersection with the Southerly boundary of said property, thence North 49°32'03" West along the Westerly boundary of said property a distance of 234.80 feet to an intersection with North East-West one-sixteenth section line of said Section 6; thence South 84°08'30" East a distance of 56.16 feet to a point; thence South 70°03'01" East a distance of 68.90 feet to the point of beginning.

FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
'94 JUL -1 9:08

000163818
FILED BY
KIYOSHI NISHIKAWA
CARSON CITY RECORDER
FILED *N/C*

000163818

ORDINANCE NO. 1995-5

BILL NO. 105

AN ORDINANCE APPROVING A SECOND
ADDENDUM TO A DEVELOPMENT AGREEMENT
BETWEEN CARSON CITY AND SILVER OAK DEVELOPMENT
COMPANY LIMITED PARTNERSHIP TO MODIFY
CERTAIN PREVIOUSLY APPROVED SETBACK VARIANCES
AND OTHER MATTERS PROPERLY RELATED THERETO

Fiscal effect: None

THE BOARD OF SUPERVISORS OF CARSON CITY DO ORDAIN:

SECTION 1:

WHEREAS, CARSON CITY and SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP, hereinafter referred to as "SILVER OAK" entered into a Development Agreement which was approved by the Board of Supervisors as Ordinance 1994-1, Bill No. 167 on January 6, 1994 (hereinafter "Development Agreement") and which was modified in the First Addendum dated June 16, 1994, recorded as File Number 000163818 on July 1, 1994, CARSON CITY and SILVER OAK desire to amend the Development Agreement by agreeing to the Second Addendum to Development Agreement (hereinafter "Addendum") attached hereto as Exhibit "A"; and

WHEREAS, the land which is the subject of this Addendum is comprised of land commonly known as parcel Nos. 8-061-02, 8-061,06 and 8-061-13 and APNs 8-061-24 and 17, 7-091-55, 56, 57, 58, and 7-091-68 (portion) 7-411-01, 02, 03, 04, 05, 06, 7-412-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 14, 16, 18, 19, 20, 22, 23, 24, 25, 26, 30, 31, 32, 33, 34, 35, 36, 37, 41, 42, 43, 44, 45, 46, 48, 49, 50, 52, 53, 54, 55, 56, 58, which parcels were identified in the

Tentative Planned Unit Development Map entitled "Silver Oak P.U.D." (hereinafter "Silver Oak P.U.D.") that was approved by the Carson City Board of Supervisors on September 16, 1993 and which land is more particularly described in Exhibit "1" to Exhibit "A"; and

WHEREAS, the permitted uses of the land, the density or intensity of the land use, and the maximum height and size of any proposed buildings are provided for in the approved Silver Oak P.U.D. Map, the conditions of the Map, and the Development Agreement; and

WHEREAS, the Carson City Board of Supervisors finds that the contents of the Addendum conforms with CCMC 17.21.020, NRS 278.0201 and Carson City's Master Plan; and

NOW, THEREFORE, the Board of Supervisors hereby ordains:

1. The modifications to the Silver Oak P.U.D. made by the Addendum do not affect the rights of residents to maintain and enforce the provisions of the plan.

2. The modification to the Silver Oak P.U.D. made by the Addendum are consistent with the efficient development and preservation of the entire P.U.D., do not adversely affect either the enjoyment of land abutting upon or across a street from the planned unit development or the public interest, and are not granted solely to confer a private benefit upon any person.

3. The Second Addendum to Development Agreement between CARSON CITY and SILVER OAK attached and incorporated herein as Exhibit "A" and associated with all or portions of Carson City Assessor's Parcel Nos. 8-061-02, 8-061-06 and 8-061-13 and APNs 8-

061-24 and 17, 7-091-55, 56, 57, 58, and 7-091-68 (portion) 7-411-01, 02, 03, 04, 05, 06, 7-412-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 14, 16, 18, 19, 20, 22, 23, 24, 25, 26, 30, 31, 32, 33, 34, 35, 36, 37, 41, 42, 43, 44, 45, 46, 48, 49, 50, 52, 53, 54, 55, 56, 58, which land is more particularly described in Exhibit "1" to Exhibit "A", is approved.

4. The Board of Supervisors further directs that the City Clerk shall cause a certified copy of this Ordinance and the Addendum to be filed with the Carson City Recorder.

PROPOSED this 19th day of January, 1995.

PROPOSED by Supervisor Tom Tatro

PASSED on the 2nd day of February, 1995.

VOTE: AYES: Greg Smith

Janice Ayres

Tom Tatro

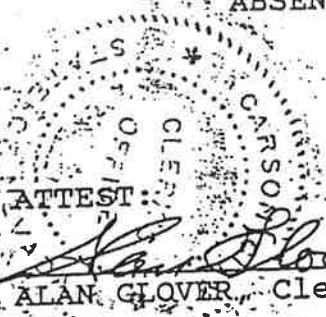
Kay Bennett

Marv Teixeira, Mayor

VOTE: NAYES: None

ABSENT: None

Marv Teixeira
MARV TEIXEIRA, Mayor



ATTEST:
Alan Glover
ALAN GLOVER, Clerk-Recorder

This Ordinance shall be in force and effect from and after the 13th day of February, 1995.

Exhibit "A"

SECOND ADDENDUM TO DEVELOPMENT AGREEMENT

This Second Addendum to Development Agreement made this 2nd day of February, 1995, by and between SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP, Nevada limited partnership (hereinafter "DEVELOPER"), and CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as "CARSON CITY".

R E C I T A L S

1. On September 16, 1993, the Carson City Board of Supervisors considered the SILVER OAK project (hereinafter the "PROJECT") and approved the PROJECT by passing on first reading Bill No. 167 which was later heard on second reading and passed as Ordinance 1994-1 on January 6, 1994 (hereinafter the "DEVELOPMENT AGREEMENT"). The DEVELOPMENT AGREEMENT was amended by the FIRST ADDENDUM TO DEVELOPMENT AGREEMENT dated June 16, 1994, and recorded as File No. 000163818 and recorded July 1, 1994 in the Carson City Recorder's office.

2. The parties find that certain variances granted by the Board should be modified and that additional provisions relating to drainage are desirable additions to the DEVELOPMENT AGREEMENT and CARSON CITY and the DEVELOPER mutually desire to amend, modify and restate portions of the DEVELOPMENT AGREEMENT as hereinafter set forth.

NOW THEREFORE for good and valuable consideration herein the parties do agree as follows:

I.

Paragraph c) of the portion of Article 2.11 pertaining to "Remaining Residential Areas: is hereby amended and restated to provide in its entirety as follows:

c) Front, rear and sideyard set backs are varied by lot size as follows:

Front Yard

12,000 sq. ft. lots and under.

12 feet to residential structure from the property line.

Over 12,000 sq. ft. to and including 17,000 sq. ft.

15 feet to residential structure from the property line.

Over 17,000 sq. ft to and including 30,000 sq. ft.

20 feet to residential structure from the property line.

Over 30,000 sq. ft. to and including 45,000 sq. ft.

30 feet to residential structure from the property line.

Rear Yard

12,000 sq. ft. lots and under.

Not including uncovered patios and decks 15 feet minimum.

Over 12,000 sq. ft to and including 30,000 sq. ft.

Not including uncovered patios and decks 20 feet minimum.

Over 30,000 sq. ft. to and including 45,000 sq. ft.

Not including uncovered patios and decks 30 feet minimum.

Side Yard

9,000 sq. ft. lots and under.

Not including uncovered patios and decks 5 feet minimum. For side yards abutting a street, there shall be an increase of an additional .5 feet totalling 10 feet.

Over 9,000 sq. ft. to and including 12,000 sq. ft.

Not including uncovered patios and decks a minimum of 8 feet. For side yards abutting a street there shall be an increase of an additional 5 feet totalling 13 feet.

Over 12,000 sq. ft. to and including 17,000 sq. ft.

Not including uncovered patios and decks a minimum of 10 feet. For side yards abutting as street there shall be an increase of an additional 5 feet totalling 15 feet.

Over 17,000 sq. ft. to and including 30,000 sq. ft.

Not including uncovered patios and decks 15 feet minimum. For side yards abutting a street there shall be an increase of an additional 5 feet

totalling 20 feet.

Over 30,000 sq. ft.

Not including uncovered patios and decks 20 feet minimum. For side yards abutting a street there shall be an increase of an additional 5 feet totalling 25 feet.

For any irregular shaped lot (which is defined as a lot in which lot corners are not at 90° angles), on the end of a cul de sac and "bulbs" an Owner/Builder may utilize an average in calculating the rear and side yard set backs provided that the rear yard shall be not less than 10 feet under the averaging method and the side yard shall be no less than 5 feet under the averaging method. The stamp and signature of the Silver Oak Architectural Review Board shall be conclusive evidence that the Owner/Builder has satisfied the set back requirement set forth herein.

Notwithstanding any of the provisions for these variances the rear yards set backs on those properties abutting existing residences shall be no less than 20 feet.

III

This Agreement shall 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.

CARSON CITY

By: Marv Teixeira
MARV TEIXEIRA, MAYOR

ATTEST
OFFICE OF CLERKS
STATE OF NEVADA
Alan Glover
ALAN GLOVER, CLERK/RECORDER

Approved:

[Signature]
Public Works Director

Approved as to form:

Paul A. Leporelli
Deputy District Attorney

SILVER OAK DEVELOPMENT
COMPANY LIMITED PARTNERSHIP

By: GTS PARTNERS, INC., a
Nevada corporation, its
general partner

By: [Signature]
STEPHEN D. HARTMAN,
SECRETARY

SUBSCRIBED and SWORN to

before me on this 12th day
of January, 1995.

Virginia A. Powell
NOTARY PUBLIC

VIRGINIA A. POWELL
NOTARY PUBLIC - NEVADA
WASHOE COUNTY
My Appt. Exp. April 1, 1993

FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
'95 FEB -6 P1:10

RECEIVED
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CARSON CITY
COMMUNITY DEVELOPMENT

G00171938
FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
'95 FEB -6 P1:10

CITY OF CARSON CITY
REQUEST FOR BOARD ACTION

Katherine
need signed
etc A

DATE SUBMITTED: December 11, 2001
AGENDA DATE REQUESTED: December 20, 2001

TO: Mayor and Supervisors
FROM: Planning and Community Development Department

12/21 advised
problem w/ description
signed & revised doc review.
new

SUBJECT TITLE: M-01/02-2 - Discussion and action regarding adoption, on second reading of Bill No. 129, an ordinance approving a third addendum to a development agreement between Carson City and Silver Oak Development Company, Limited Partnership to modify paragraph 2.4 of the development agreement to include 3 acres to be given to the Boys and Girls Club of Western Nevada and other matters properly related thereto.

TYPE OF ACTION REQUESTED: (Check One)

- Resolution
- Ordinance (2nd Reading)
- Formal Action/Motion
- Other

RECOMMENDED BOARD ACTION: I move that the Board of Supervisors approve M-01/02-2, Bill No. 129, Ordinance No. 2001-31, on second reading, an ordinance approving a third addendum to a development agreement between Carson City and Silver Oak Development Company, Limited Partnership to modify paragraph 2.4 of the development agreement to include 3 acres to be given to the Boys and Girls Club of Western Nevada and other matters properly related thereto.

DISCUSSION: Please see attached material.

FISCAL IMPACT: -0-

FUNDING SOURCE: N/A

EXPLANATION OF IMPACT: N/A

ALTERNATIVES: 1) Deny M-01/02-2; 2) Refer back to staff and Planning Commission for further review.

Prepared By: Rose Mary Johnson, Management Assistant III

- Reviewed By:** Jennifer Pruitt Date: 12/10/01
(Jennifer Pruitt, Assistant Planner)
- Concurrence:** Walter A. Sullivan Date: 12/10/01
(Walter Sullivan, Planning and Community Development Director)
- Concurrence:** John Berkich Date: 12/11/01
(John Berkich, City Manager)
- Concurrence:** Andy Burnham Date: 12/11/01
(Andy Burnham, Development Services Director)
- Concurrence:** Melanie Sorbotta Date: 12/11/01
(Neil Lombardo, Deputy District Attorney)

BOARD ACTION:

Motion 2001-32 1: JP [Aye] : [Nay]
2: RW 5 : 0

AS
(Vote Recorded By)

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ORDINANCE NO. _____

BILL NO. 129

AN ORDINANCE APPROVING A THIRD ADDENDUM TO A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP TO MODIFY PARAGRAPH 2.4 OF THE DEVELOPMENT AGREEMENT TO INCLUDE 3 ACRES TO BE GIVEN TO THE BOYS AND GIRLS CLUB OF WESTERN NEVADA AND OTHER MATTERS PROPERLY RELATED THERETO.

Fiscal effect: None

THE BOARD OF SUPERVISORS OF CARSON CITY DO HEREBY ORDAIN:

SECTION 1:

WHEREAS, CARSON CITY and SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP, hereinafter referred to as "SILVER OAK" entered into a Development Agreement which was approved by the Board of Supervisors as Ordinance 1994-1, Bill No. 167 on January 6, 1994 (hereinafter "Development Agreement" and which was modified by First Addendum dated June 16, 1994, recorded as File Number 00163818 on July 1, 1994, and which was modified in the Second Addendum dated February 2, 1995, recorded as File Number 00171938 on February 13, 1995, CARSON CITY and SILVER OAK desire to amend the Development Agreement by agreeing to the third Addendum to Development Agreement (hereinafter "Addendum") attached hereto as Exhibit "A"; and

WHEREAS, the land which is subject to this addendum is the 13 acre park/school site as indicated in the Board of Supervisor's Acknowledgment signed by SILVER OAK; and

WHEREAS, the Carson City Board of Supervisors finds that the contents of the Addendum conforms with CCMC 17.21.020, NRS 278.0201 and Caron City's Master Plan;

NOW, THEREFORE, the Board of Supervisors hereby ordains:

1. The modifications to the Silver Oak P.U.D. made by this Addendum do not affect the rights of residents to maintain and enforce the provisions of the plan.

Exhibit "A"

THIRD ADDENDUM TO DEVELOPMENT AGREEMENT

The Third Addendum to Development Agreement made this ____ day of _____, 2001, by and between SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP, a Nevada limited partnership (hereinafter "DEVELOPER"), and CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as "CARSON CITY".

RECITALS

WHEREAS, DEVELOPER dedicated 13 acres of property to be used by CARSON CITY and the Carson City School District; and

WHEREAS, the BOYS AND GIRLS CLUB OF WESTERN NEVADA (hereinafter "BOYS AND GIRLS CLUB") was to run a complex on 3 of the 13 acre school site; and

WHEREAS, the residents of SILVER OAK P.U.D. opposed the operation of the BOYS AND GIRLS CLUB on the 3 acres of land located within the SILVER OAK P.U.D.; and

WHEREAS, the property will be dedicated to the BOYS AND GIRLS CLUB through the Third Addendum of the Development Agreement ; and

WHEREAS, pursuant to a separate agreement between SILVER OAK and BOYS AND GIRLS CLUB, the BOYS AND GIRLS CLUB will sell the property and the proceeds will allow BOYS AND GIRLS CLUB to purchase a facility in a location better suited for the operation of the BOYS AND GIRLS CLUB; and

WHEREAS, the Carson City School District approved of this third addendum at a public meeting.

NOW, THEREFORE the parties do agree as follows:

I..

Article 2.4 is hereby amended and restated to provide in its entirety as follows:

2.4 School Site

DEVELOPER has agreed to dedicate a seven (7) acre school site to the Carson City School District. The three (3) acre parcel north of the seven (7) acre school site shall be dedicated to Carson City and improved as a park facility as contemplated in the approved tentative map. The

1 three (3) acre park facility shall be maintained and used for the benefit of the public by Carson City
2 Parks and rEcreation department, pursuant to a Joint Use Agreement between the Carson City Parks
3 and Recreation Department and the Carson city School District.

4 DEVELOPER shall dedicate the property immediately north of the ten (10) acres described
5 above on College Parkway, consisting of approximately three (3) acres to the Boys and Girls Club
6 of Western Nevada. Any proceeds from the sale of this three (3) acre site shall be used by the Boys
7 and Girls Club of Western Nevada to provide assistance in the construction of a new Boys and Girls
8 Club facility in Carson City.

9 II.

10 This Addendum shall bind the heirs, executors, administrators, successors, and assigns of the
11 respective parties.

12 IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as
13 a part of the Development Agreement as of the day and year first above written.

14 CARSON CITY

15 APPROVED:

16
17 _____
Ray Masayko, Mayor

18 _____
Parks and Recreation Director

19 ATTEST:

20 APPROVED AS TO FORM:

21 _____
Alan Glover, Clerk

22 _____
Deputy District Attorney

23 SILVER OAK

24
25 _____
Garth S. Richards

26 SUBSCRIBED and SWORN to
27 before me this _____ day
28 of _____, 2001.

Notary Public