

**MINUTES OF THE
FERNLEY PLANNING COMMISSION MEETING
NOVEMBER 9, 2022**

Planning Commission Chair Williams called the meeting to order at 5:00 PM

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Planning Commissioner Hodges, Planning Commission Chairman Williams, Planning Commissioner Lewis, Planning Commission Vice-Chair Wagner, Planning Commissioner Lodhi, Planning Commissioner McCullar, City Attorney Brandi Jensen, Associate Planner Shay League, Development Services Coordinator Alex Lopez-Martinez, Deputy City Manager Lydia Altick, City Engineer Derek Starkey, Deputy City Clerk Brenda Gosser, and Administrative Specialist Bailie Scott. **Absent:** Planning Commissioner Severa.

1.2. Public Forum

Planning Commission Chair Williams opened the public forum.

No comments were provided at this time.

Planning Commission Chair Williams closed the public forum.

1.3. (For Possible Action) Approval of Agenda

Associate Planner Shay League requested that item 4 be heard before item 2.

Motion: Approve. **Action:** MOVE TO APPROVE THE NOVEMBER 9, 2022 PLANNING COMMISSION AGENDA WITH ITEM 4 TAKING PLACE AFTER ITEM 1, **Moved by:** Planning Commissioner Lodhi, **Seconded by:** Planning Commissioner Hodges. **Vote:** Passed, **Summary:** Yes 6, No 0, Abstained 0, Absent 1. **Yes:** Planning Commission Chairman Williams, Planning Commissioner Hodges, Planning Commissioner McCullar, Planning Commissioner Lewis, Planning Commission Vice-Chair Wagner, Planning Commissioner Lodhi, **No:** None, **Absent:** Planning Commissioner Severa, **Abstain:** None.

1.4. (For Possible Action) Approval of Minutes

Motion: Approve. **Action:** MOVE TO APPROVE OCTOBER 9, 2022 PLANNING COMMISSION MINUTES, **Moved by:** Planning Commissioner Lodhi, **Seconded by:** Planning Commissioner Hodges. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 1, Absent 1. **Yes:** Planning Commission Chairman Williams, Planning Commissioner Hodges, Planning Commissioner McCullar, Planning Commission Vice-Chair Wagner, Planning Commissioner Lodhi, **No:** None, **Absent:** Planning Commissioner Severa, **Abstain:** Planning Commissioner Angela Lewis.

2. PUBLIC HEARINGS

2.1. Public Hearing, DA22002 – Development Amendment for Sherwood Villages

Discussion and possible action authorizing the City of Fernley to enter into a Development Agreement (DA22002) with Fernley Sherwood QOZB, LLC regarding the details of 316 multi-family residential units on a site ±26.25-acres in size and generally located north of Fremont Street, south of US Interstate 80, west of Wildwood Drive, and east of Vine Street, Fernley, NV (APNs: 021-092-23, 021-092-26, 021-092-27, 021-092-46, 021-092-47, 021-092-54, and 021-092-55).

Associate Planner Shay League provided an overview of the project. She stated that a zoning map amendment and a conditional use permit have already been approved for this item. This site has been rezoned to medium density residential, 14 dwelling units per acre. A maximum of 320 multi-family residential units has been approved. The Planning Commission voted to extend this item's conditional use permit which will expire May 12, 2023 and cannot be renewed.

The primary purpose of the development agreement is to establish 3 distinct phases of construction for this project. This will allow the developer to complete civil improvements throughout the construction of the project instead of requiring the civil improvements to be bonded or completed before the final map can be completed. The developer has agreed to put in curb, gutter, and sidewalk on both sides of Fremont Street, from the western boundary of their property to the end of the residential section at Arrow Street.

Planning Commissioner Hodges had concerns regarding the 3-story dwellings being on the outer perimeter of the project.

Matt Hurley, QOZB, the applicant's representative, stated that the 2-story buildings will be on the outside perimeter and the 3-story buildings have been moved to the middle. He stated the black top would be completed during phase 1. The right of way access for the sidewalk will need to be acquired from individual property owners. This does not prevent access for emergency vehicles to get through.

Planning Commissioner Wagner had concerns about not requiring the developer to acquire the 60' right of way before they are issued a building permit. If the Fremont Street improvements to HWY 95A are not complete, the developer will be responsible for the improvements or the amount that it will cost for the improvements.

Garret Gordon, Legal Counsel for the applicant, wanted to thank the City Attorney for a balanced agreement. He stated that the applicant has reached out to many property owners and was moving forward with acquisitions from property owners.

Motion: Approve. **Action:** MOVE TO APPROVE AND FORWARD A RECOMMENDATION OF APPROVAL TO CITY COUNCIL TO ENTER INTO A DEVELOPMENT AGREEMENT ASSOCIATED WITH DA22002 BASED ON THE ANALYSIS AND FINDINGS AS LISTED IN THE STAFF REPORT, **Moved by:** Planning Commissioner Lodhi, **Seconded by:** Planning Commissioner Hodges. **Vote:** Passed, **Summary:** Yes 5, No 1, Abstained 0, Absent 1. **Yes:** Planning Commission Chairman Williams, Planning Commissioner Hodges, Planning Commissioner McCullar, Planning Commissioner Lewis, Planning Commissioner Lodhi, **No:** Planning Commission Vice-Chair Wagner, **Absent:** Planning Commissioner Severa, **Abstain:** None.

2.2. Public Hearing, DA22003 – Clements Ranch (FOR POSSIBLE ACTION)

Discussion and possible action authorizing the City of Fernley to enter into a Development Agreement (DA22003) with Clements Family 1992 Trust to enter into a Development Agreement on a 83.90 acre parcel. The DA is associated with Master Plan Amendment MPA22003 and Zoning Map Amendment ZMA22008.

Associate Planner Shay League provided an overview of the project. She stated that in July of this year a master plan amendment and a zoning map amendment were submitted to the City of Fernley for this property. The property is currently zoned rural residential with a minimum of 1 acre with a

land use of single family residential. The applicant is proposing certain buffering standards along the east and west sides of the property lines which are adjacent to the existing subdivisions. Since the Master plan and zoning map amendment cannot be conditioned, the applicant is proposing a development agreement to provide assurance that buffering standards can be enforced going forward.

The proposed development agreement ensures that the proposed zoning will be compatible with the surrounding areas.

Derek Kirkland, Wood Rogers, the applicant's representative, provided an overview of the project.

Motion: Approve. **Action:** MOVE TO APPROVE AND FORWARD A RECOMMENDATION OF APPROVAL TO CITY COUNCIL TO ENTER INTO A DEVELOPMENT AGREEMENT ASSOCIATED WITH DA22002 BASED ON THE ANALYSIS AND FINDINGS AS LISTED IN THE STAFF REPORT, **Moved by:** Planning Commissioner Hodges, **Seconded by:** Planning Commissioner Lodhi. **Vote:** Passed, **Summary:** Yes 5, No 1, Abstained 0, Absent 1. **Yes:** Planning Commission Chairman Williams, Planning Commissioner Hodges, Planning Commissioner McCullar, Planning Commission Vice-Chair Wagner, Planning Commissioner Lodhi, **No:** Planning Commissioner Lewis, **Absent:** Planning Commissioner Severa, **Abstain:** None.

2.3. Public Hearing, TSM22007 - Tentative Subdivision Map for Duets at Red Hawk Ranch
Consideration and possible action on a Tentative Subdivision Map request to allow for the development of a 282 lot single-family attached subdivision named "Duets at Red Hawk Ranch" on a site ±31.15 acres in size and generally located at the southwest corner of the Miller Lane and Main Street intersection (APN: 021-041-09) by request of Paradiso Communities.

Associate Planner Shay League provided an overview of the project. She stated that this item is located at the southwest corner of the Miller and Main Street intersection. Previously the Planning Commission recommended disapproval of the zoning map amendment for this item. The City Council approved the zoning map amendment in September. The applicant requested a deviation from the City's design standards to accommodate duplexes. The tentative map was presented to the Commissioners. The developer offered to create CC&Rs, which would create a HOA. The HOA would maintain common areas, the exterior portion of the buildings, the exterior fencing, and all of the landscaping including homeowners' front yards. The City of Fernley will be named as a third party beneficiary. This will allow for the City to step in if the landscaping is not being maintained.

Derek Kirkland, Wood Rogers, the applicant's representative, provided an overview of the project. The Red Hawk Ranch owners and Paradiso have been working together to coordinate civil improvements.

Motion: Approve. **Action:** MOVE TO APPROVE AND FORWARD A RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL FOR TSM22007 BASED ON FINDINGS TM1 THROUGH TM11 AND THE FACTS SUPPORTING THE CRITERIA AS SET FORTH IN THE STAFF REPORT AND SUBJECT TO CONDITIONS OF APPROVAL 1 THROUGH 33 AS LISTED IN THE STAFF REPORT, **Moved by:** Planning Commissioner Lewis, **Seconded by:** Planning Commissioner Lodhi. **Vote:** Passed, **Summary:** Yes 6, No 0, Abstained 0, Absent 1. **Yes:** Planning Commission Chairman Williams, Planning Commissioner Hodges, Planning Commissioner McCullar, Planning Commissioner Lewis, Planning Commission Vice-Chair Wagner, Planning Commissioner Lodhi, **No:** None, **Absent:** Planning Commissioner Severa, **Abstain:** None.

3. CHAIR AND COMMISSION ITEMS

City Attorney Brandi Jensen informed the commissioners that three separate trainings will be held on December 21st, Jan 4, and Jan 18th at 4:00 PM.

4. PLANNING ITEMS

This item was heard after item 1.4.

Associate Planner Shay League stated that all 3 of the public hearings have been updated since the time they were posted. All of the commissioners have received a copy of the updated documents.

Item 2.2 will be presented by Shaveta Sharma, a consultant with 4 Leaf.

Staff noticed for a vacation regarding Chinook Court for the Logan Lane commercial project that was to take place this evening. Staff will be noticing again for next meeting, and the item will be heard at that time.

Lydia Altick was hired as the City's Deputy City Manager. She stated that she would be taking on the Planning Director duties until the position has been filled.

5. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

There were none.

6. PUBLIC FORUM

Planning Commission Chair Williams opened a public forum.

There were no comments at that time.

Planning Commission Chair Williams closed the public forum.

7. ADJOURNMENT

There being no further business to come before it, the Fernley Planning Commission meeting adjourned at 06:12 PM.

Approved by the Fernley Planning Commission on December 14, 2022, by a vote of:

AYES: 6 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1



PLANNING COMMISSION CHAIR BARRY WILLIAMS



ATTEST:

DRAFT AGREEMENT FOR DISCUSSION PURPOSES ONLY

When recorded, mail to:

City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

DEVELOPMENT AGREEMENT

ARTICLE 1. PARTIES, DEFINITIONS AND PROPERTY DESCRIPTIONS.

This Development Agreement (“**Agreement**”) is by and between:

“Developer” FERNLEY SHERWOOD QOZB, LLC,
a Delaware limited liability company
3522 S. Emerson St.
Englewood, CO 80113
Email: matt@vertexcolorado.com

“City” City of Fernley,
a Nevada municipal corporation
595 Silver Lace Boulevard
Fernley, NV 89408
Email: pmarsh@cityoffernley.org

Key definitions in this Agreement are:

“Project” means the multi-family 316-residential unit development known as the Sherwood Villages, being developed pursuant to a conditional use permit (Case No. CUP20003), approved pursuant to Chapter 278 of the Nevada Revised Statutes (“**NRS**”) by the Planning Commission for the City of Fernley (“**Planning Commission**”), which site is located in the City of Fernley, Nevada (the “**City**”).

“Project Property” means that real property located in the City of Fernley, County of Lyon, State of Nevada, more particularly described as Exhibit “A” attached hereto.

“Record”, “Recording”, “Recordation”, or “Recorded”: To file, the filing, or filed of record with the Office of the County Recorder of Lyon County, Nevada. The date of Recording shall refer to that time at which a document or map is Recorded.

ARTICLE 2. RECITALS.

- A. Developer is the current owner of the Project Property and is a developer of multi-family subdivision lots in the Project.

- B. On May 12, 2021, the Planning Commission approved the conditional use permit (CUP20003) for Sherwood (the “**Entitlement**”) subject to Conditions of Approval as set forth in said letter (the “**Conditions**”) attached hereto as Exhibit “B”. The Entitlement is approved to be constructed in three phases, as shown on Exhibit “E” attached hereto (the “**Phasing Plan**”). On May 11, 2022, the Planning Commission approved an extension of the Entitlement to May 12, 2023.
- C. The development of the Project, including the Project Property, must be conducted pursuant to the provisions of the NRS, the Entitlement, the Conditions, and the City’s Municipal Code (“**Code**”).
- D. Pursuant to the Conditions, the Developer is required to make certain improvements to Fremont Street. The Conditions require the developer to provide a full width pavement section including street lighting, curb, gutter, and sidewalk along the entire length of Fremont Street from the intersection with U.S. Highway 95A to the westerly property line of the Sherwood Project. The Developer will complete these offsite improvements excluding the improvements already completed or the improvements required to be completed by the Fremont Apartments. It is the Developer’s understanding that the Fremont Apartments are required to complete the west Fremont/195A left turn, through and right turn lanes. The Developer will complete the Chisholm Trail improvements in accordance with the Conditions. The Developer is further required to acquire all necessary right-of-way (“**ROW**”) to accommodate a 60-foot ROW. The Developer proposes completing the improvements related to Fremont Street in a series of phases as set forth herein as Exhibit “D” (the “**Improvements Phasing Plan**”).
- E. The City is authorized, pursuant to NRS 278.360, NRS 278.0201 through 278.0207, inclusive, and Code §32.03.100(a), to enter into binding development agreements with any person having a legal or equitable interest in land concerning the development of that land provided that such agreement is consistent with the City of Fernley Comprehensive Master Plan August 2018 (“**Master Plan**”).
- F. The Master Plan includes the following goals:
- Enhance Fernley’s vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households. Master Plan §HP.1.1.
 - Encourage housing that supports sustainable development patterns by promoting the efficient use of land [...and] easy access to services and public facilities[...]. Master Plan §HP.1.2.
 - Strive for viable mixed income neighborhoods throughout Fernley that collectively reflect the diversity of housing types and tenure (rental and ownership). Master Plan §HP.1.3.
 - Provide opportunities for high-density residential development near the downtown core and elsewhere in the community where appropriate. Master Plan §HP.1.4.

- Encourage new development in areas where adequate public services and facilities can be provided efficiently. Master Plan §LU.1.1
- Encourage new development to be in accordance with the Comprehensive Master Plan land use category. Master Plan §LU.1.2.
- Promote infill development. Master Plan §LU.1.5.

G. By entering into this Agreement, the City will ensure the orderly development of the Project in accordance with the Conditions, and consistent with the City's goals set forth in the Master Plan as identified in Recital F above. As such, approval of this Agreement is consistent with the Master Plan, as required by NRS 278.0203 and Code §32.03.100(A)(6)(a).

H. Acknowledging the foregoing, the parties desire to enter into this Agreement to provide for the matters set forth herein.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3. DEVELOPMENT MATTERS.

Section 3.1 Development Standards.

The permitted uses of the Project Property, the density or intensity of its use, the maximum height and size of the proposed buildings, and any dedication of any portion of the Project Property to the City for public use shall be as provided in this Agreement, the Entitlements, the Conditions, the Code, and any future entitlements or approvals issued by the City for the Project or the Project Property, as the same may hereafter be revised, modified or amended from time to time in accordance with applicable law.

- A. The density of the Project Property is 11.8 dwelling units per acre.
- B. The permitted use of the Project Property is multi-family apartments.
- C. As of the Effective Date, Chapter 32.09 of the Code of Ordinances for the City of Fernley, Nevada, shall be the applicable development standards for the Project Property.

Section 3.2 Limitation.

The provisions of NRS 278.0201 apply to this Agreement.

Section 3.3 Improvements related to Fremont Street.

Compliance with Condition No. 16 of the Conditions, shall be satisfied as follows:

- A. Prior to the issuance of the certificate of occupancy for the first building in Phase 1 of the Entitlement, as shown on the Phasing Plan, the Developer shall complete (i) construction of back of curb to back of curb and all underground water, sanitary and storm facilities within the ROW, and (ii) construction of

the retention pond to generally be located at 1200 Fremont Street (the “**Phase 1 Improvements**”), as shown on the Improvements Phasing Plan.

B. Prior to the issuance of the certificate of occupancy for the first building in Phase 2 of the Entitlement, as shown on the Phasing Plan, the Developer shall complete (i) relocation of the dry utility on the south side of Fremont Street and the required sidewalk improvements related thereto, and (ii) landscaping improvements and street lights on the south side of Fremont Street (the “**Phase 2 Improvements**”), as shown on the Improvements Phasing Plan.

C. Prior to the issuance of the certificate of occupancy for the first building in Phase 3 of the Entitlement, as shown on the Phasing Plan, the Developer shall complete construction on all improvement shown on the final approved civil improvement plans (the “**Phase 3 Improvements**”), as shown on the Improvements Phasing Plan.

D. Phase 2 Improvements and Phase 3 Improvements will only be completed to the north side of Fremont Street, if and when, the Developer has acquired the ROW, as shown on Exhibit “E” (the “**Right of Way Map**”).

Section 3.4 Acquisition of ROW on Fremont Street

During the course of construction of the Phase 2 Improvements and the Phase 3 Improvements, the Developer shall make a good faith effort to acquire all necessary ROW for the required improvements to be completed. If, after a good faith effort, the Developer is unable to acquire sections of the ROW, the City shall allow improvements to be constructed on the ROW acquired for each parcel adjacent to Fremont Street. Prior to the start of Phase 3 ~~or the issuance of the first certificate of occupancy for Phase 2 of the Project, whichever occurs first,~~ the Developer and City shall enter into a mutually beneficial plan to determine actions necessary to finish the improvements within the Fremont Street ROW. ~~In the event of condemnation of any of the adjacent parcels to Fremont Street for purposes of the ROW, reimbursement shall occur in accordance with the provisions of NRS Chapter 37, which governs over fair compensation of properties subject to condemnation.~~ As part of such plan, the Developer shall be required to furnish, as security for the completion of the Fremont Street ROW improvements, a performance bond or cash deposit equal to the sum of: (i) full cost of the improvements, including any required contingency; (ii) the estimated value of any land necessary to complete the north side of Fremont Street for which the right-of-way was not acquired by the Developer; and (iii) the estimated cost of civil improvements on that land. In the event the Developer fails to complete the improvements or to acquire the necessary rights-of-way for the improvements, said performance bond or other security may, at the option of the City, be used for the payment of the costs of completion of said improvements and/or for the acquisition of said rights-of-way in accordance with the provisions of NRS Chapter 37.

ARTICLE 4. GENERAL TERMS.

Section 4.1 Effective Date; approved by ordinance.

This Agreement is not effective until it has been approved by ordinance by the City Council for the City of Fernley (“**City Council**”) and Recorded.

Section 4.2 Term; Cancellation.

This Agreement shall continue in full force and effect in for 20 (twenty) years with an automatic one-year extension, unless cancelled in accordance with the terms NRS 278.0205. A cancellation of this Agreement is not effective or binding until approved by ordinance of the City Council and Recorded in accordance with NRS 278.0205.

Section 4.3 Modifications and Amendments.

Modifications and amendments to this Agreement are not effective or binding until approved by ordinance of the City Council and Recorded in accordance with NRS 278.0205.

Section 4.4 Breach.

A violation of this Agreement by either party shall be a breach of this Agreement by that party if, within 60 days after receipt of notice of such violation delivered in accordance with Section 4.7 below by the non-violating party, the party in violation fails to cure such violation. If the material breach is not corrected within 60-day cure period, the defaulting Party is in default, and the Party alleging material breach may elect any one or more of the following courses:

A. Amendment or Termination by City. After proper notice and the expiration of the above-referenced period for Developer to correct the alleged material breach, the City may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council. Following consideration of the evidence presented before the City Council and a finding that a material breach has occurred by Developer and remains uncured, City may amend or terminate this Agreement. Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section.

B. Termination by Developer. In the event City materially defaults under this Agreement, Developer shall have the right to terminate this Agreement after providing notice and an opportunity to cure as set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect and seek to enforce all of City’s obligations by pursuing an action for specific performance or other appropriate judicial remedy.

Section 4.5 Entire Agreement.

With respect to the matters addressed herein (including the recitals), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties.

Section 4.6 Assignments; Transfer of rights.

Developer shall have the right to assign all or any portion of its rights and delegate any obligations under this Agreement to third parties who acquire fee simple absolute ownership to any portion of the Project

Property subject to approval by the City of Fernley. Approval shall be given by the City unless there is a substantial governmental interest to refuse the assignment. Any subsequent acquisition by a third party shall assume all of the Developer's obligations with respect to this agreement and any portion of the Project Property transferred.

Section 4.7 Notices; when deemed sufficiently given.

A. Formal notices, demands and communications between the City and Developer must be in writing and must be sent to the addresses stated in Article 1 above and to each successor or assign of Developer to the address given by such party in writing and if no written notice is given, then to the address stated in any subsequent agreement(s), and/or to any address or number subsequently communicated to the sending party in writing.

B. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given the earlier of when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt.

C. If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight, U.S. Postal Priority Mail), and is properly addressed, it will be deemed sufficiently given when delivered as indicated in the records of the courier or service.

Section 4.8 Further documents.

Each party agrees to honor any reasonable requests by the other party to complete, execute, and deliver any document necessary to accomplish the purposes hereof.

Section 4.9 Attorney's fees and costs.

If any party hereto institutes any action or proceeding (including arbitration, if authorized or mutually agreed upon) against the other or others arising out of or relating to this Agreement, the prevailing party shall be awarded attorney's fees and costs by the other party.

Section 4.10 Time of Essence.

Time is of the essence in the performance of this Agreement.

Section 4.11 Governing law.

The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.

Section 4.12 Severability of invalid or unenforceable provisions.

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

Section 4.13 Binding effect; successors and assigns; assignment/delegation.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Agreement.

Section 4.14 No third-party beneficiaries intended.

Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

Section 4.15 Representation and warranties by persons who sign this Agreement.

Each person who signs this Agreement represents and warrants to each other person who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

Section 4.16 Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original; and such counterparts shall constitute one and the same Agreement. Any signature page of the Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart identical in form. This Agreement may be executed by signatures provided by facsimile or email, and such signatures shall be as binding and effective as original signatures.

Section 4.17 Construction.

This Agreement is the product of joint collaboration and negotiations among the parties and their counsel. The terms and conditions of this Agreement shall be construed as a whole according to their fair meaning, and not strictly for or against any party. Further, any ambiguities are to be resolved according to their fair meaning, and not construed against the drafting party.

Section 4.18 Council Approval.

This Agreement shall not be effective until executed by the City after its approval by the Fernley City Council.

[Signature Pages Follows]

EXECUTED on the dates indicated:

City:

CITY OF FERNLEY,

a Nevada municipal corporation

Dated _____, 2021

By: _____

Name _____

Its: _____

Attest: _____

City Clerk

State of Nevada

County of Lyon

This instrument was acknowledged before me on _____ by _____ as
_____ of City of Fernley, a Nevada municipal corporation.

(Signature of notarial officer)

(Seal, if any)

Developer:

FERNLEY SHERWOOD QOZB, LLC
a Delaware limited liability company

Dated _____, 2021

By: _____

Name _____

Its: _____

Attest: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ by _____ as
_____ of FERNLEY SHERWOOD QOZB, LLC, a Delaware limited liability
company.

(Signature of notarial officer)

(Seal, if any)

EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION

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

TRACT 1:

Parcel A as shown on the PARCEL MAP FOR KENNETH D. HORTON & JIMMIE DALE HORTON, filed for record in the office of the Recorder of Lyon County, Nevada, on June 13, 1995, as File No. 183107.

APN: 021-092-47

TRACT 2:

Parcel B as shown on the PARCEL MAP FOR KENNETH D. HORTON & JIMMIE DALE HORTON, filed for record in the office of the Recorder of Lyon County, Nevada, on June 13, 1995, as File No. 183107.

APN: 021-092-46

TRACT 3:

A parcel of land located in a portion of Southeast $\frac{1}{4}$ of Section 12, Township 20 North, Range 24 East, M.D.B.&M., bounded and described as follows:

Commencing at the Northeast corner of the Dolores Court right of way, as shown on the Horton Parcel Map, File No. 183107, Lyon County Records; thence North $86^{\circ}21'14''$ West a distance of 328.92 feet to the point of beginning; thence North $03^{\circ}38'46''$ East a distance of 50.00 feet; thence North $55^{\circ}24'20''$ West a distance of 365.79 feet; thence South $00^{\circ}20'58''$ West a distance of 238.51 feet; thence South $03^{\circ}54'16''$ West a distance of 283.24 feet; thence South $84^{\circ}45'19''$ East a distance of 138.94 feet; thence North $11^{\circ}52'26''$ East a distance of 239.84 feet; thence around a curve to the left, concave Northeasterly, having a radial bearing of North $11^{\circ}53'20''$ East, an arc length of 71.6 feet, a central angle of $82^{\circ}02'39''$ and a radius of 50.0 feet; thence South $86^{\circ}21'14''$ East a distance of 170.90 feet, to the point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Lyon County, Nevada on December 23, 2005, as Document No. 371420 of Official Records.

APN: 021-092-54

TRACT 4:

A Parcel of land situate in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, Township 20 North, Range 24 East, M.D.B.&M., more particularly bounded and described as follows, to-wit:

Commencing at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 12, Township 20 North, Range 24 East, M.D.B.&M., and running thence along the North and South center line of said Section 12 at a bearing of North $1^{\circ}23'40''$ East, for a distance of 596 feet to a point and thence South $85^{\circ}14'30''$ East, for a distance of 434.96 feet to a point and thence South for a distance of 26 feet to a point and thence South 87° East, for a distance of 628.85 feet to a point which said point is the Southwest corner of this parcel and the true point of beginning and thence around the parcel as follows:

North for a distance of 643.06 feet to the Northwest corner; South $87^{\circ}30'$ East for a distance of 337.15 feet to the Northeast corner; South for a distance of 646.00 feet to the Southeast corner; North 87° West for a distance of 337.15 feet to the Southwest corner; the point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain Indenture recorded

in the office of the County Recorder of Lyon County, Nevada on April 16, 2004, as Document No. 318471 of Official Records.

APN: 021-092-26

TRACT 5:

A Parcel of land situate in the Southwest 1/4 of the Southeast 1/4 of Section 12, Township 20 North, Range 24 East, M.D.B.&M., more particularly bounded and described as follows, to-wit:

Commencing at the Southwest corner of the Southeast 1/4 of Section 12, Township 20 North, Range 24 East, M.D.B.&M., and running thence along the North and Southcenter line of said Section 12 at a bearing of North 1°23'40" East, for a distance of 596 feet to a point and thence South 85°14'30" East, for a distance of 434.96 feet to a point and thence South for a distance of 26 feet to a point and thence South 87° East, for a distance of 291.70 feet to a point which said point is the Southwest corner of this Parcel and the true point of beginning and thence around the parcel as follows:

North for a distance of 640.12 feet to the Northwest corner; South 87°30' East for a distance of 337.15 feet to the Northeast corner; South for a distance of 643.06 feet to the Southeast corner; North 87° West for a distance of 337.15 feet to the Southwest corner; the point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain Indenture recorded in the office of the County Recorder of Lyon County, Nevada on April 16, 2004, as Document No. 318471 of Official Records.

APN: 021-092-27

TRACT 6:

A parcel of land situate in the Northwest 1/4 of the Southeast 1/4 of Section 12, Township 20 North, Range 24 East, M.D.B.&M., more particularly bounded and described as follows:

Commencing at an iron bolt set in pavement which marks the Southeast corner of the West 1/2 of the Southeast 1/4 of Section 12, Township 20 North, Range 24 East, M.D.B.&M.; and running thence North along the East side of said West 1/2 of the Southeast 1/4 for a distance of 1786.03 feet to a point which said point is the Southeast corner of this parcel and the true point of beginning, and thence around the parcel as follows: North 87°30'00" West following generally parallel to an existing fence line for a distance of 632.70 feet to the Southwest corner; thence North 0°17'34" East for a distance of 354.20 feet to the Northwest corner; thence North 86°58'00" East for a distance of 352.49 feet to a point; and thence North 23°03'00" West for a distance of 37.85 feet to the South right of way line of Highway No. 80; and thence following said South line at a bearing of South 79°42'05" East, for a distance of 298 feet to the point of intersection with the East line of the Northwest 1/4 of the Southeast 1/4 aforesaid and thence running South along said East line of a distance of 382 feet to the point of beginning, and also the right of ingress and egress to the above property over a 30 foot road following generally parallel to the North right of way line of Fernley Drain Number One, from the existing County Road to the Southwest corner of this parcel.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Lyon County, Nevada on February 28, 2005, as Document No. 343926 of Official Records.

EXCEPTING THEREFROM any mobile home(s) situated thereon

APN: 021-092-23

TRACT 7:

A parcel of land located in a portion of the Southeast 1/4 of Section 12, Township 20 North, Range 24 East, M.D.B.&M., bounded and described as follows:

Commencing at the Northeast corner of the Dolores Court right of way, as shown on the Horton Parcel

Map, File No. 183107, Lyon County Records, the point of beginning; thence North 86°21'14" West a distance of 328.92 feet; thence North 03°38'46" East a distance of 50.00 feet; thence North 55°24'20" West a distance of 365.79 feet; thence North 00°20'58" East a distance of 69.64 feet; thence South 89°15'15" East a distance of 633.22 feet; thence South 01°14'53" West a distance of 339.97 feet; to the point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Lyon County, Nevada on February 28, 2005, as Document No. 343926 of Official Records.

APN: 021-092-55

TRACT 8:

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 12, Township 20 North, Range 24 East, M.D.B.&M., being further described as follows:

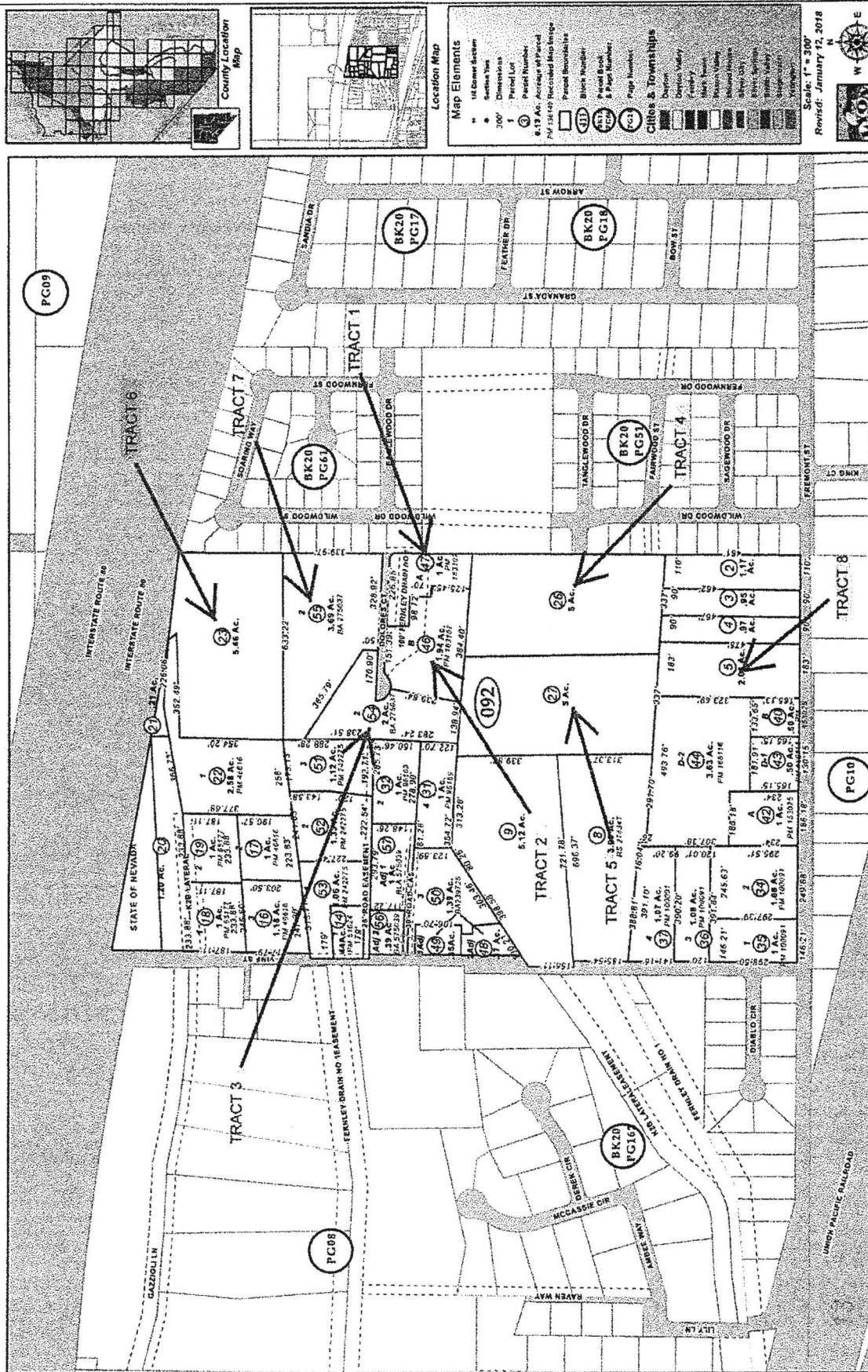
COMMENCING at the quarter Section corner between Sections 12 and 13, Township 20 North, Range 24 East, M.D.B.&M.; thence North 89°24' East along the Section line between Sections 12 and 13, to the Southeast corner of the West 1/2 of the Southeast 1/4 of Section 12; thence North along the Easterly line of the West 1/2 of the Southeast 1/4 of Section 12, a distance of 28.0 feet; thence West parallel to the Section line between Sections 12 and 13, a distance of 290.0 feet to the True Point of Beginning; thence North parallel to the Easterly line of the West 1/2 of the Southeast 1/4 of Section 12, a distance of 475.0 feet to a point; thence North 87°24' West, a distance of 183.53 feet to a point; thence South parallel to the Easterly line of the West 1/2 of the Southeast 1/4 of Section 12, a distance of 489.0 feet to a point; thence East parallel to the Section line between Sections 12 and 13, a distance of 183.0 feet to the POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain deed re-recorded in the office of the County Recorder of Lyon County, Nevada on December 9, 2021, as Document No. 649464 of Official Records.

APN: 021-092-05

21-092

Portion SE1/4 Section 12 T20N - R24E, MD&M



NOTE: This is for assessment use only and does not represent a survey. Its liability is assumed as in the accuracy of the data delineated herein. Use of this plat for other than assessment purposes is prohibited unless approved by the Utah County Assessor's Office.

EXHIBIT "B"

CONDITIONS OF APPROVAL FOR CUP20003

1. APPROVAL:

THE PERMIT IS APPROVED AS SUBMITTED AND CONDITIONED. ANY SUBSTANTIVE CHANGE SHALL REQUIRE REVIEW AND APPROVAL BY THE PLANNING COMMISSION AS AN AMENDMENT TO THIS CONDITIONAL USE PERMIT.

2. EXPIRATION DATE:

THE DESIGN REVIEW SHALL EXPIRE WITHIN ONE (1) YEAR OF THE DATE OF APPROVAL, UNLESS THE PERMITTED USE HAS BEEN ESTABLISHED OR CONSTRUCTION TO ACCOMMODATE THAT USE HAS BEGUN AND IS BEING DILIGENTLY PURSUED. A ONE-YEAR EXTENSION MAY BE GRANTED BY THE ADMINISTRATOR IF REQUESTED PRIOR TO THE EXPIRATION DATE OF THE DESIGN REVIEW APPROVAL.

3. WATER RIGHTS:

THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING THE DEDICATION OF WATER RIGHTS, INCLUDING ASSOCIATED FEES, FOR THE CONNECTION TO THE CITY'S MUNICIPAL WATER SYSTEM IN THE AMOUNT THAT IS REQUIRED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT FOR ANY PHASE OF THE PROJECT.

4. LANDSCAPING/IRRIGATION:

THE DEVELOPER SHALL SUBMIT A LANDSCAPING AND IRRIGATION PLAN FOR THE PROJECT IN CONFORMANCE WITH TITLE 32 OF THE FERNLEY MUNICIPAL CODE FOR REVIEW AND APPROVAL BY THE ADMINISTRATOR PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT. THE LANDSCAPING AND IRRIGATION SHALL BE INSTALLED PER THE APPROVED PLANS PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR EACH BUILDING TO THE APPROVAL OF THE ADMINISTRATOR.

5. WATER AND SEWER MAINS AND SERVICES:

THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING CONNECTION TO THE CITY'S SANITARY SEWER AND POTABLE WATER SYSTEMS, INCLUDING BUT NOT LIMITED TO: ASSOCIATED FEES, DESIGN STANDARDS, DEVELOPMENT CODE REQUIREMENTS, AND STATE REQUIREMENTS.

PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT, THE DEVELOPER SHALL PROVIDE THE CITY WITH A UTILITY PLAN FOR WATER AND SANITARY SEWER THAT IS IN CONFORMANCE WITH THE CITY OF FERNLEY MUNICIPAL CODE, PUBLIC WORKS DESIGN MANUAL, AND THE NEVADA ADMINISTRATIVE CODE TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR AND ADMINISTRATOR.

THE PROJECT SHALL UTILIZE A MASTER METER FOR THE DOMESTIC WATER SERVICE FOR EACH BUILDING OR GROUP OF BUILDINGS. THE DEVELOPER MAY INSTALL SEPARATE IRRIGATION METER OR INSTALL THE IRRIGATION CONNECTION DOWNSTREAM OF THE DOMESTIC MASTER METER WITH APPROPRIATE BACKFLOW PREVENTION. INDIVIDUAL SERVICE METERS FOR EACH BUILDING WILL NOT BE ALLOWED. ALL INTERNAL WATER AND SEWER MAINS SHALL BE MAINTAINED BY THE PROPERTY OWNER UNLESS APPROVED FOR ACCEPTANCE BY THE CITY OF FERNLEY PUBLIC WORKS DIRECTOR AND CITY ENGINEER.

6. WATER SYSTEM LOOPING:

THE DEVELOPER SHALL PROVIDE THE CITY WITH A UTILITY PLAN FOR THE WATER SYSTEM THAT DEMONSTRATES ADEQUATE SYSTEM LOOPING PRIOR TO THE ISSUANCE OF A PERMIT. THE PLAN SHALL BE IN CONFORMANCE WITH THE CITY OF FERNLEY'S MUNICIPAL CODE, NEVADA ADMINISTRATIVE CODE AND PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND ADMINISTRATOR.

7. WATER AND SEWER SYSTEM MODELING:

THE DEVELOPER SHALL COMPLETE WATER AND SEWER MODELING FOR THE PROJECT PRIOR TO THE ISSUANCE OF A PERMIT. THE DEVELOPER SHALL CONSTRUCT ANY IMPROVEMENTS IDENTIFIED BY THE MODELING AS NECESSARY TO SERVE THE PROJECT IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

8. NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF SAFE DRINKING WATER AND BUREAU OF WATER POLLUTION CONTROL FOR THE WATER AND SEWER INFRASTRUCTURE DESIGN AND CONSTRUCTION TO THE APPROVAL OF THE ADMINISTRATOR, PUBLIC WORKS DIRECTOR AND CITY ENGINEER.

9. GRADING PERMIT:

THE DEVELOPER SHALL SUBMIT A GRADING PLAN FOR ANY PHASE OF THE PROJECT TO THE APPROVAL OF THE CITY ENGINEER. PRIOR TO THE ISSUANCE OF A GRADING PERMIT FOR THE DEVELOPMENT THE DEVELOPER SHALL POST A SURETY BOND FOR REGRADING AND RECLAMATION OF THE SITE. DEVELOPER SHALL COMPLY WITH ALL GRADING REQUIREMENTS SET FORTH IN THE CITY OF FERNLEY DEVELOPMENT CODE AS WELL AS ALL STATE AND FEDERAL REGULATIONS INCLUDING, BUT NOT LIMITED TO, STORM WATER POLLUTION PREVENTION AND AIR QUALITY RELATED TO SURFACE AREA DISTURBANCE.

THE DEVELOPER SHALL PROVIDE VERIFICATION OF A STORM WATER DISCHARGE PERMIT FROM THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO ISSUANCE OF A GRADING PERMIT OR BUILDING PERMIT FOR THE DEVELOPMENT.

10. STORM DRAINAGE:

THE DEVELOPER SHALL PROVIDE A FINAL DRAINAGE REPORT FOR THE PROJECT IN CONFORMANCE WITH THE FERNLEY MUNICIPAL CODE AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO APPROVAL OF A BUILDING PERMIT FOR ANY PORTION OF THE PROJECT. EACH SUCCESSIVE PHASE OF THE PROJECT SHALL SUBMIT AN UPDATED DRAINAGE REPORT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER SHOWING THE CUMULATIVE EFFECT OF THE DEVELOPED PORTION OF THE PROJECT ALONG WITH THE PROPOSED PHASE'S EFFECT ON THE TOTAL DISCHARGE INTO THE DRAINAGE SYSTEM. THE STORM WATER AND DRAINAGE PLANS FOR THE PHASES OF THE DEVELOPMENT SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF A GRADING PERMIT FOR THE PHASES OF THE PROJECT.

ALL INTERNAL STORM DRAIN INFRASTRUCTURE SHALL BE MAINTAINED BY THE PROPERTY OWNER.

11. GEOTECHNICAL REPORT:

THE DEVELOPER SHALL PROVIDE A GEOTECHNICAL REPORT FOR THE PROJECT IN CONFORMANCE WITH THE REQUIREMENTS OF THE DEVELOPMENT CODE FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO THE APPROVAL OF A GRADING PERMIT OR BUILDING PERMIT FOR ANY PORTION OF THE PROJECT.

12. STRUCTURAL CONTROLS:

THE DEVELOPER SHALL UTILIZE STRUCTURAL CONTROLS FOR THE TREATMENT OF STORM WATER RUNOFF IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES TO THE APPROVAL OF THE PUBLIC WORKS DIRECTOR AND CITY ENGINEER.

13. SANITARY SEWER REPORT:

THE DEVELOPER SHALL PROVIDE A FINAL SANITARY SEWER REPORT FOR THE PROJECT IN CONFORMANCE WITH THE FERNLEY MUNICIPAL CODE AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY PORTION OF THE PROJECT.

14. DESIGN STANDARDS:

THE DEVELOPER SHALL COMPLY WITH ANY DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN THE FERNLEY MUNICIPAL CODE OR ADOPTED DESIGN MANUAL INCLUDING BUT NOT LIMITED TO DIMENSIONAL STANDARDS (§32.06.080(B)); DESIGN STANDARDS (§32.06.080(I)) SUCH AS SITE PLANNING, PARKING AND CIRCULATION, COMMUNITY AMENITIES, LANDSCAPING AND SCREENING (§32.06.080 & §32.09.090), AND BUILDING ARCHITECTURE; ADJACENCY STANDARDS (§32.09.030); GRADING (§32.09.070); BUFFER REQUIREMENTS (§32.09.090(E)); LIGHTING (§32.09.100); STREETS (§32.09.140); AND UTILITY CONSIDERATIONS. THE DEVELOPER SHALL DEMONSTRATE IN WRITING COMPLIANCE WITH THESE REQUIREMENTS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT.

15. ENGINEERING/PUBLIC WORKS:

THE DEVELOPER SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE CITY OF FERNLEY MUNICIPAL CODE, DEVELOPMENT CODE AND PUBLIC WORKS DESIGN MANUAL FOR THE CONSTRUCTION OF ANY PUBLIC OR PRIVATE INFRASTRUCTURE TO THE APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE PROJECT.

16. FREMONT STREET IMPROVEMENTS:

IN ACCORDANCE WITH SECTION 32.09.140 OF THE FERNLEY MUNICIPAL CODE, THE EXISTING FREMONT STREET SHALL BE IMPROVED TO A FULL WIDTH PAVEMENT SECTION AND INCLUDE STREET LIGHTING, CURB, GUTTER, AND SIDEWALK. THE NEW ROADWAY SHALL COMPLY WITH THE CITY'S 60-FOOT RIGHT OF WAY STANDARD. THE IMPROVEMENTS ARE REQUIRED ALONG THE ENTIRE LENGTH OF FREMONT STREET FROM THE INTERSECTION WITH U.S. HIGHWAY 95A TO THE WESTERLY PROPERTY LINE OF THE PROJECT. ALL NECESSARY RIGHT-OF-WAY TO ACCOMMODATE THE IMPROVEMENTS SHALL BE ACQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, OR IF APPLICABLE, PRIOR TO THE RECORDATION OF A FINAL MAP. ALL IMPROVEMENTS SHALL BE COMPLETED AND ACCEPTED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE FIRST BUILDING OF THE PROJECT.

17. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT, INCLUDING BUT NOT LIMITED TO: DEVELOPING A PLAN TO PROVIDE ADEQUATE EMERGENCY ACCESS THROUGHOUT THE SITE, DEVELOPING A MASTER FIRE HYDRANT AND FIRE FLOW PLAN, DEVELOPING A MASTER FIRE DEPARTMENT CONNECTION (FDC) PLAN, AND INSTALLING FIRE SUPPRESSION AND/OR ALARM SYSTEMS TO THE APPROVAL OF THE FIRE CHIEF PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

18. FREMONT INTERSECTION CAPACITY IMPROVEMENTS:

THE EXISTING TRAFFIC VOLUMES PLUS PROJECT TRAFFIC WILL CREATE A LEVEL OF SERVICE D ON THE FREMONT STREET/U.S. HIGHWAY 95A INTERSECTION.

PER THE CITY OF FERNLEY DESIGN STANDARDS SECTION 3.3.3.c.ii, THE DEVELOPER SHALL COMPLETE MITIGATION MEASURES FOR INTERSECTIONS THAT OPERATE AT A LEVEL OF SERVICE D OR LESS. POSSIBLE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, SIGNALIZATION OR SIGNALIZATION IMPROVEMENTS, CHANNELIZED MEDIANS, TURNING LANES, STORAGE LANE INCREASE, RESTRICTED TURNS AND/OR ADDITIONAL LANES.

THE TRAFFIC REPORT IDENTIFIES RESTRIPING THE EASTBOUND APPROACH OF FREMONT STREET TO INCLUDE A SEPARATE RIGHT TURN LANE AS WELL AS THE ADDITION OF A SEPARATE RIGHT TURN LANE ON THE WESTBOUND APPROACH OF CHISHOLM TRAIL.

THE DEVELOPER SHALL SUBMIT IMPROVEMENT PLANS FOR THE MITIGATION MEASURE/S PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT FOR THE PROJECT. THE MITIGATION MEASURE WILL NEED TO BE REVIEWED AND APPROVED BY THE ADMINISTRATOR, CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND NDOT.

THE MITIGATION MEASURE/S SHALL BE CONSTRUCTED AND ACCEPTED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR THE FIRST BUILDING PERMIT OF THE PROJECT.

19. BUILDING DEPARTMENT:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE BUILDING DEPARTMENT TO THE APPROVAL OF THE BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

20. ACCESS AND CIRCULATION:

THE DEVELOPER SHALL USE APPROPRIATE STRIPING AND SIGNAGE AS MAY BE NECESSARY TO MINIMIZE TRAFFIC CONFLICT WITHIN THE DEVELOPMENT SITE TO THE APPROVAL OF THE ADMINISTRATOR AND CITY ENGINEER FOR THE LIFE OF THE PROJECT.

THE PROPOSED PINWOOD DRIVE EXTENSION SHALL BE A GATED VEHICULAR EMERGENCY ACCESS ONLY. THE DEVELOPER SHALL PROVIDE PEDESTRIAN ACCESS FROM THE PROJECT TO THE SINGLE-FAMILY RESIDENTIAL SUBDIVISION TO THE EAST. BOTH THE PINWOOD DRIVE EXTENSION AND THE PROPOSED SHERWOOD DRIVE SHALL REMAIN PRIVATE AND NOT DEDICATED TO THE CITY.

THE DEVELOPER SHALL COMPLY WITH ANY OTHER REQUIREMENTS PERTAINING TO ACCESS AND CIRCULATION OF THE CITY OF FERNLEY AND NORTH LYON COUNTY FIRE PROTECTION DISTRICT TO THE APPROVAL OF THE FIRE CHIEF, PUBLIC WORKS DIRECTOR, CITY ENGINEER, AND ADMINISTRATOR.

21. FEDERAL, STATE, AND LOCAL AGENCIES:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF ANY FEDERAL, STATE, OR LOCAL AGENCY WITH JURISDICTION OVER THE PROJECT TO THE APPROVAL OF THE ADMINISTRATOR.

22. TRAFFIC ANALYSIS REPORT:

THE DEVELOPER SHALL PROVIDE A TRAFFIC ANALYSIS REPORT FOR THE PROJECT IN CONFORMANCE WITH THE CITY OF FERNLEY'S MUNICIPAL CODE AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY PORTION OF THE PROJECT. SUCCESSIVE PHASES OF THE PROJECT SHALL SUBMIT AN UPDATED TRAFFIC ANALYSIS REPORT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR SHOWING THE CUMULATIVE EFFECT OF THE DEVELOPED PORTION OF THE PROJECT ALONG WITH THE PROPOSED PHASE'S EFFECT.

23. PARKING:

VISITOR PARKING SHALL BE PROVIDED THROUGHOUT THE SITE. THE DEVELOPER SHALL SUBMIT IMPROVEMENT PLANS THAT SHOW APPROPRIATE STRIPING AND SIGNAGE FOR THE VISITOR PARKING STALLS.

24. PEDESTRIAN CIRCULATION:

THE DEVELOPER SHALL CONSTRUCT PEDESTRIAN PATHWAYS WITHIN THE DEVELOPMENT INCLUDING CONNECTIONS TO THE SIDEWALKS ALONG FREMONT STREET PER THE APPROVED IMPROVEMENT PLANS.

25. CONSTRUCTION MAINTENANCE:

THE DEVELOPER SHALL LOCATE AND UTILIZE A SUFFICIENT NUMBER OF TRASH CONTAINERS ON-SITE TO BE UTILIZED DURING THE CONSTRUCTION OF THE PROJECT TO MAINTAIN THE PROJECT SITE IN A CLEAN AND ORDERLY STATE TO THE APPROVAL OF THE ADMINISTRATOR.

26. CONSTRUCTION HOURS:

THE DEVELOPER SHALL LIMIT ALL CONSTRUCTION AND CONSTRUCTION RELATED ACTIVITIES TO BETWEEN THE HOURS OF 7:00 AM TO 7:00 PM, SEVEN DAYS A WEEK. THE DEVELOPER SHALL INSTALL SIGNS AT ALL ACCESS POINTS TO THE PROJECT THAT CLEARLY INDICATE THE HOURS OF ACTIVITY ON-SITE PRIOR TO THE START OF ANY CONSTRUCTION-RELATED ACTIVITIES TO THE APPROVAL OF THE ADMINISTRATOR. THE DEVELOPER SHALL MAINTAIN THESE SIGNS IN GOOD REPAIR FOR THE DURATION OF THE CONSTRUCTION OF THE PROJECT. ONCE CONSTRUCTION IS FINISHED, THE DEVELOPER SHALL REMOVE THESE SIGNS.

27. PROJECT CONTACT:

THE DEVELOPER SHALL DESIGNATE TO THE ADMINISTRATOR A PROJECT CONTACT PERSON RESPONSIBLE/AUTHORIZED TO CORRECT PROBLEMS REGARDING THE PROJECT ON A 24-HOUR/7-DAYS A WEEK BASIS. THE DEVELOPER SHALL DESIGNATE THE PROJECT CONTACT PERSON TO THE ADMINISTRATOR PRIOR TO ISSUANCE OF A GRADING PERMIT FOR THE PROJECT.

28. ARCHITECTURE/BUILDING ELEVATIONS:

THE DEVELOPMENT OF THE SUBJECT SITE SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE ARCHITECTURAL/BUILDING ELEVATIONS SUBMITTED AS PART OF THIS APPLICATION. SUBSTANTIAL CHANGES TO THE ARCHITECTURE/BUILDING ELEVATIONS SHALL REQUIRE REVIEW AND APPROVAL BY THE ADMINISTRATOR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THAT BUILDING. THE DEVELOPER SHALL ARTICULATE LONG FACADES BY VARYING BUILDING MASS, FORM, TEXTURE, MATERIALS, AND INTERPLAY OF SOLID AND OPEN AREAS.

29. TRASH ENCLOSURES:

THE DEVELOPER SHALL LOCATE AND INSTALL TRASH ENCLOSURES TO THE APPROVAL OF WASTE MANAGEMENT AND THE ADMINISTRATOR INCLUDING THE APPROPRIATE SIZE AND LOCATION. THE TRASH ENCLOSURES SHALL MATCH THE PROJECT'S ARCHITECTURE AND BUILDING MATERIALS TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR THE INDIVIDUAL BUILDINGS.

30. UTILITY SCREENING:

THE DEVELOPER SHALL WORK IN CONJUNCTION WITH THE UTILITY COMPANIES TO LOCATE UTILITY EQUIPMENT SUCH AS ELECTRICAL, GAS, AND WATER JUNCTION BOXES, INCLUDING TRANSFORMER BOXES, VAULTS, AND ELECTRICAL PANELS, IN AREAS WHERE THE EQUIPMENT IS SCREENED BY EITHER ARCHITECTURAL ELEMENTS THAT MATCH THE MAIN STRUCTURE'S COLORS AND MATERIALS OR BY ADJUSTING THE APPROVED LANDSCAPING TO COMPENSATE TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR EACH INDIVIDUAL BUILDING.

31. SCREENING:

THE MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW OF THE PARKING LOT, ADJACENT PUBLIC STREETS, AND PUBLIC AREAS BY USING AN ARCHITECTURAL ELEMENT OF THE BUILDING CONSISTING OF SAME MATERIALS AND BE DURABLE MATERIALS TO THE APPROVAL OF ADMINISTRATOR. ANY LOADING DOCKS AND SERVICE AREAS INCLUDING TRASH COMPACTION AND/OR DUMPSTER(S) SHALL BE SCREENED FROM VIEW OF PARKING LOTS AND PUBLIC AREAS. LOADING DOCK SCREENING SHALL BE HIGH ENOUGH TO SCREEN THE TRUCKS. THE SCREENING SHALL BE REVIEWED AND APPROVED BY THE ADMINISTRATOR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR EACH INDIVIDUAL BUILDING.

32. LIGHTING:

THE DEVELOPER SHALL SUBMIT A LIGHTING PLAN FOR REVIEW AND APPROVAL BY THE ADMINISTRATOR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. THE DEVELOPER IS REQUIRED TO COMPLY WITH THE LIGHTING STANDARDS AND REQUIREMENTS IN THE CITY OF FERNLEY MUNICIPAL CODE. TO REDUCE THE IMPACT OF GLARE AND MINIMIZE THE EFFECT OF FIELD AND PARKING LIGHTING, LIGHTING FIXTURES WITH EXTERNAL "HOODS" AND INTERNAL GLARE REDUCTION LOUVERS SHALL BE USED.

33. TRUCKEE CARSON IRRIGATION DISTRICT (TCID)/BUREAU OF RECLAMATION:

THE DEVELOPER SHALL PROVIDE WRITTEN DOCUMENTATION FROM THE BUREAU OF RECLAMATION AND TRUCKEE CARSON IRRIGATION DISTRICT THAT ANY PROPOSED IMPROVEMENTS AFFECTING ANY BUREAU OF RECLAMATION FACILITY HAS BEEN REVIEWED AND APPROVED BY THE BUREAU OF RECLAMATION AND/OR THE TRUCKEE CARSON IRRIGATION DISTRICT TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

34. RECIPROCAL EASEMENTS:

THE DEVELOPER SHALL PROVIDE IRREVOCABLE RECIPROCAL PARKING, ACCESS, STORM DRAINAGE MAINTENANCE, WATER INFRASTRUCTURE MAINTENANCE, SANITARY SEWER INFRASTRUCTURE MAINTENANCE, AND LANDSCAPE MAINTENANCE EASEMENTS OVER THE ENTIRE SITE TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. THESE EASEMENTS SHALL BE INCORPORATED INTO THE RECORDED DOCUMENTS FOR THE SITE.

35. NEVADA DEPARTMENT OF TRANSPORTATION:

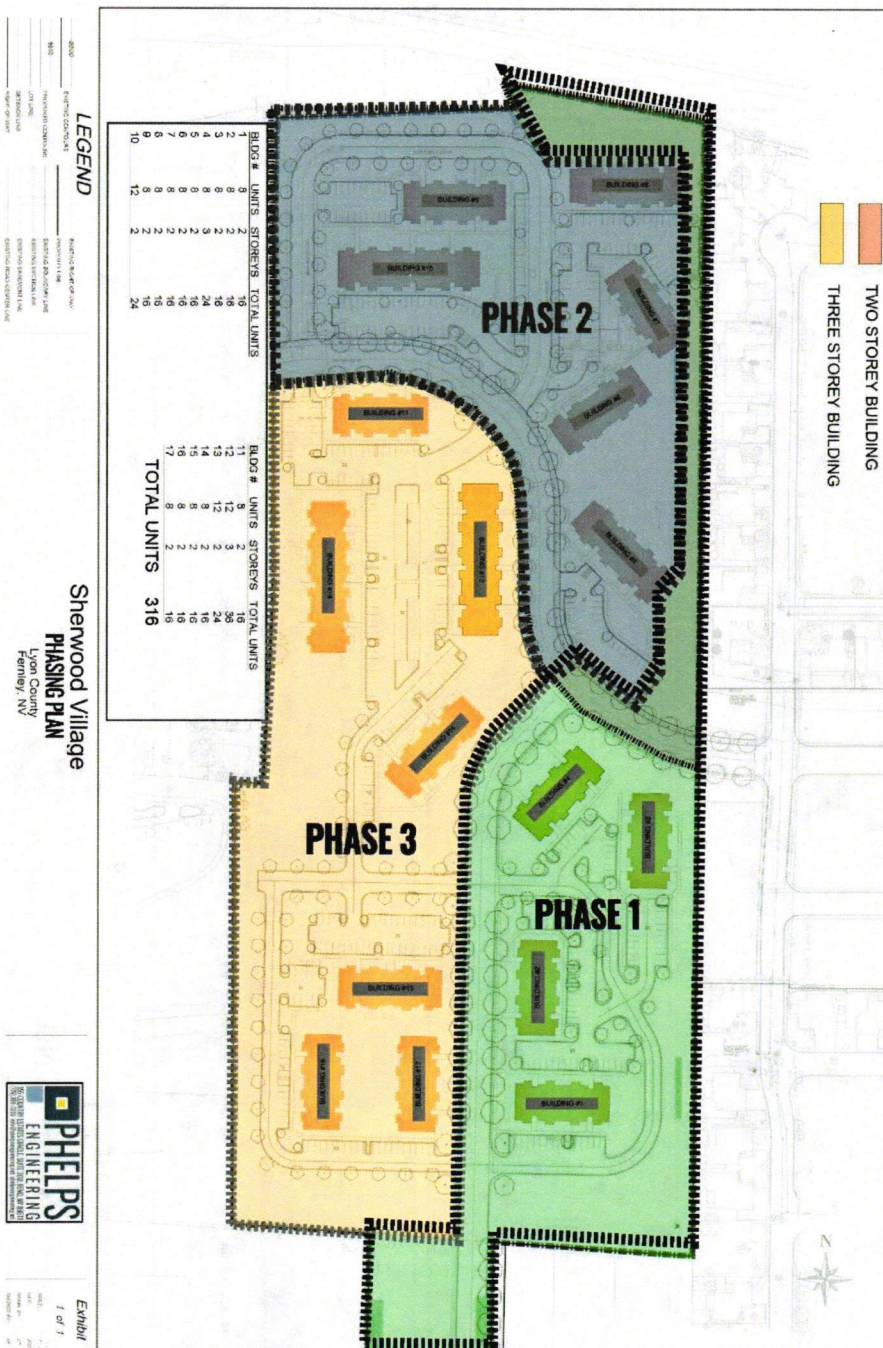
THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEVADA DEPARTMENT OF TRANSPORTATION TO THE APPROVAL OF THE ADMINISTRATOR, PUBLIC WORKS DIRECTOR AND CITY ENGINEER.

36. MAPPING:

THE DEVELOPER SHALL SUBMIT AND PROCESS THE APPROPRIATE MAPPING APPLICATIONS WHICH MAY INCLUDE A COMBINATION OF THE FOLLOWING: A REQUEST FOR VACATION (ABANDONMENT); REVERSION TO ACREAGE; MERGER AND SUBDIVISION PARCEL OR SUBDIVISION MAP; TENTATIVE AND/OR FINAL PARCEL MAP; OR TENTATIVE AND FINAL SUBDIVISION MAP. NO FINAL MAP SHALL BE RECORDED UNTIL SUCH TIME AS ALL NECESSARY RIGHTS-OF-WAY HAVE BEEN ACQUIRED AND IMPROVEMENT PLANS, CONSISTING OF ALL NECESSARY PUBLIC FACILITIES TO SERVE THE PROJECT, HAVE BEEN REVIEWED AND APPROVED BY THE CITY.

EXHIBIT "C"

PHASING PLAN



IMPROVEMENTS PHASING PLAN

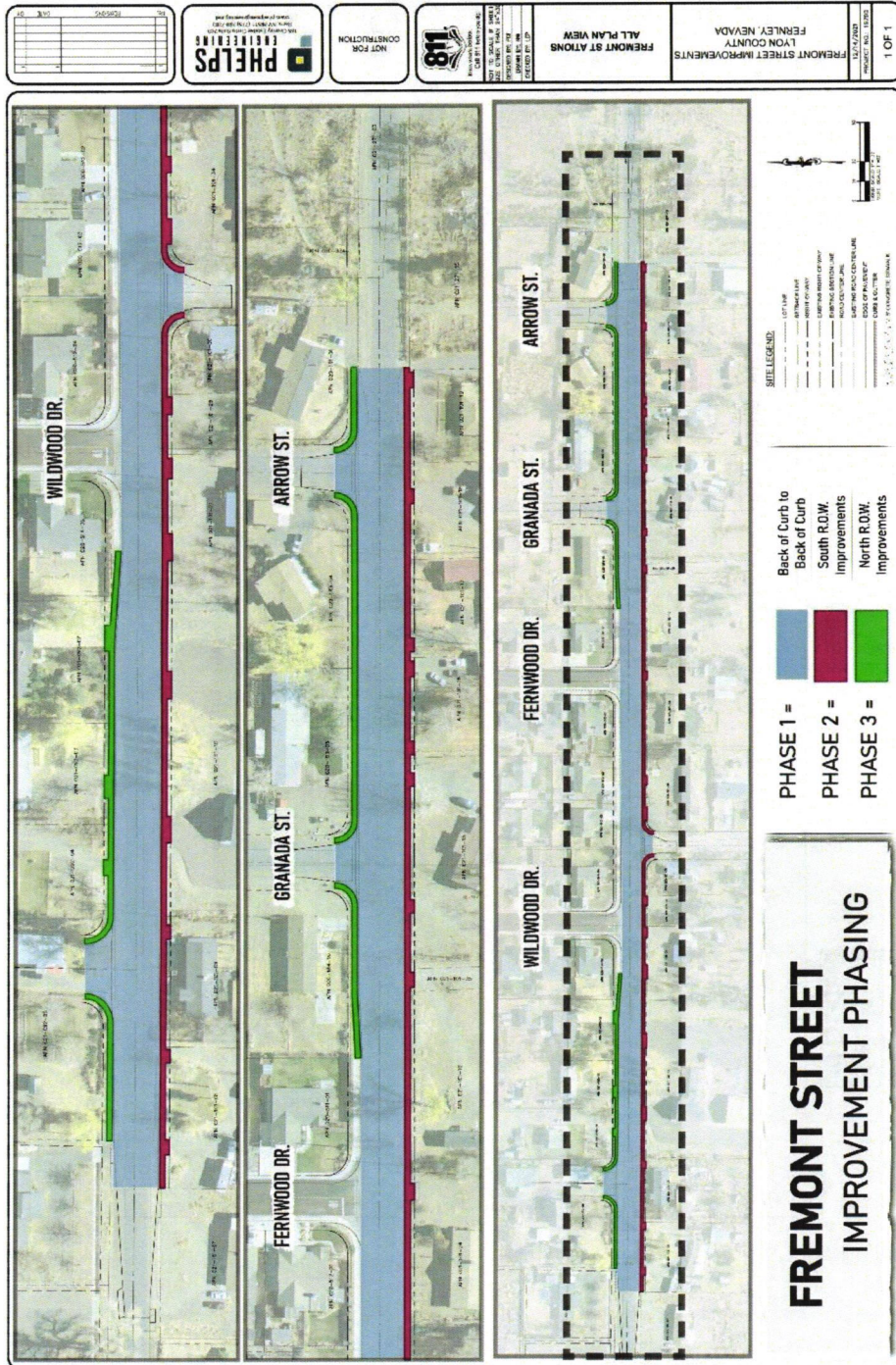
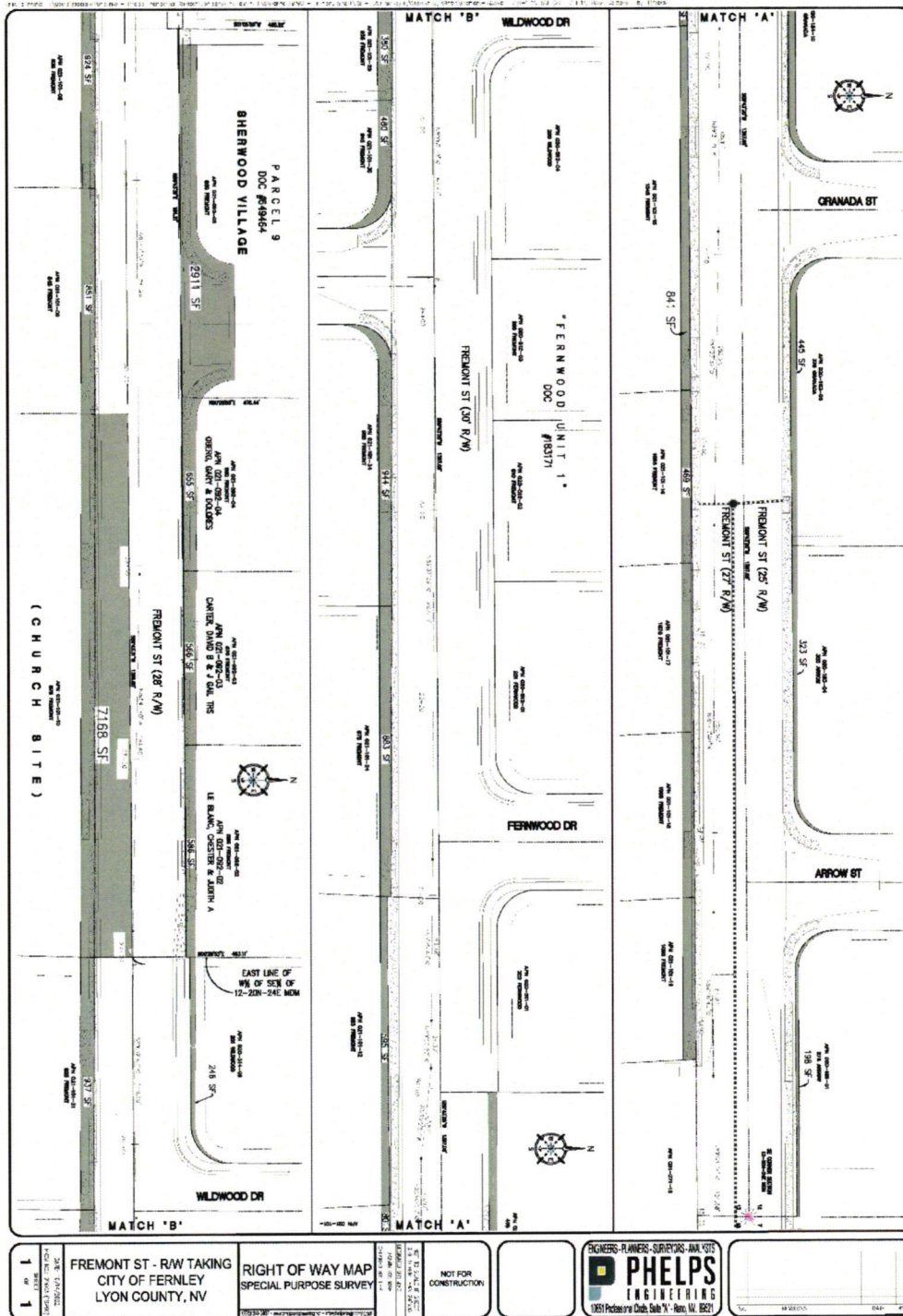


EXHIBIT "E" **RIGHT OF WAY MAP**



DRAFT AGREEMENT FOR DISCUSSION PURPOSES ONLY

When recorded, mail to:
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

DEVELOPMENT AGREEMENT

ARTICLE 1. PARTIES, DEFINITIONS AND PROPERTY DESCRIPTIONS.

This Development Agreement (“Agreement”) is by and between:

“Developer” Clements Ranching, LLC,
a Nevada limited liability company
3000 Farm District Road
Fernley, NV 89408
Email: mattpclements@gmail.com

“City” City of Fernley,
a Nevada municipal corporation
595 Silver Lace Boulevard
Fernley, NV 89408
Email: tthompson@cityoffernley.org
Email: laltick@cityoffernley.org

Key definitions in this Agreement are:

“Affiliate” means an entity, partnership or corporation which Developer controls, or in which Developer has a controlling interest or which controls Developer. For purposes of this definition, “control” when used with respect to any entity, means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Approvals” means the zoning, land use, and mapping approvals and authorizations relating to the Project Property, together with applicable conditions, as granted by the City through the normal approval process. This includes MPA22003, ZMA22008, and any future entitlements requested and/or required for the Project.

“Building Permit” shall mean an official document or certificate issued by the Building Official (as defined in the Code from time-to-time) authorizing the construction of a residence or commercial building within the Project Property. This includes standard plan permits, model permits and production permits.

“Code” means the City of Fernley Municipal Code, as may be amended from time to time, including all rules, regulations, standards, criteria, manuals and other references adopted therein.

“Project” means the Master Plan Map Amendment (MPA22003) and Zoning Map Amendment (ZMA22008) ~~were~~ submitted to the City of Fernley, Nevada (the **“City”**) on July 19, 2022, and any future residential project located on the Project Property.

“Project Property” means that real property consisting of approximately 83.9 acres located in the City of Fernley, County of Lyon, State of Nevada, more particularly described as **Exhibit A** attached hereto, having Lyon County Assessor’s Parcel Number (**“APN”**) 021-341-18.

“Record”, “Recording”, “Recordation”, or “Recorded”: To file, the filing, or filed of record with the Office of the County Recorder of Lyon County, Nevada. The date of Recording shall refer to that time at which a document or map is Recorded.

ARTICLE 2. RECITALS.

- A. Developer is the current owner of the Project Property and anticipates proposing residential development on the Project Property.
- B. On July 19, 2022, Developer submitted applications to the City for a Master Plan Map Amendment and Zoning Map Amendment for the Project Property.
- C. Developer has proposed certain buffering standards along the west and east property boundary of the subject parcel consistent with the City’s Development Code (**“Code”**) standards for adjacency (Code §32.09.030(D)), and a limitation on the total number of units which may be provided.
- D. The City is authorized, pursuant to NRS 278.360, NRS 278.0201 through 278.0207, inclusive, and Code §32.03.100(a), to enter into binding development agreements with any person having a legal or equitable interest in land concerning the development of that land provided that such agreement is consistent with the City of Fernley Comprehensive Master Plan August 2018 (**“Master Plan”**).
- E. The Master Plan includes the following goals:
 - Enhance Fernley’s vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households. Master Plan §HP.1.1.
 - Encourage housing that supports sustainable development patterns by promoting the efficient use of land [...and] easy access to services and public facilities[...]. Master Plan §HP.1.2.

- Strive for viable mixed income neighborhoods throughout Fernley that collectively reflect the diversity of housing types and tenure (rental and ownership). Master Plan §HP.1.3.
 - Provide a spectrum of high-quality housing to meet the City's need. §HP.1.6.
 - Encourage new development in areas where adequate public services and facilities can be provided efficiently. Master Plan §LU.1.1
 - Promote infill development. Master Plan §LU.1.5.
- F. By entering into this Agreement, the City will ensure the orderly development of the ~~Projects and completion of the~~ Project in accordance with the Conditions, ~~which in turn would be and~~ consistent with the City's goals set forth in the Master Plan as identified in Recital E above. As such, approval of this Agreement is consistent with the Master Plan, as required by NRS 278.0203 and Code §32.03.100(A)(6)(a).
- G. Acknowledging the foregoing, the parties desire to enter into this Agreement to provide for the matters set forth herein.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3. DEVELOPMENT MATTERS.

Section 3.1 Development Standards.

The permitted uses of the Project Property, the density or intensity of its use, the maximum height and size of the proposed buildings, and any dedication of any portion of the Project Property to the City for public use shall be as provided in this Agreement, the Code, and any future ~~entitlements or approvals~~ Approvals issued by the City for the Project or the Project Property, as the same may hereafter be revised, modified or amended from time to time in accordance with applicable law.

Section 3.2 Limitation.

~~The provisions of NRS 278.0201 apply to this Agreement.~~

Except as otherwise provided in this Agreement, the provisions of NRS 278.0201 shall apply to this Agreement to the extent that any rules, regulations, ordinances, laws, and official policies promulgated or enacted after the Effective Date conflict with the terms and conditions of this Agreement or the Approvals. Notwithstanding the foregoing, any development on the Project Property shall be subject to: (i) any rules, regulations, ordinances, laws, and official policies promulgated or enacted after the Effective Date that are not in conflict with Approvals or the terms of this Agreement; (ii) the Building Codes in effect at the time of issuance of the permit for the

particular development activity; and (iii) other construction standards applicable to all developers other than Developer if such changes or additional standards are required in order to prevent a condition dangerous to the health or safety of City residents. Nothing in this Agreement shall preclude application of new or changed ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations.

Section 3.3 Standards for Residential Adjacency; Limitation on Number of Dwelling Units.

The City and Developer agree that if the City approves the Master Plan Map Amendment (MPA22003) and Zoning Map Amendment (ZMA22008) submitted by the Developer on July 19, 2022, the Project Property and all future permits and ~~approvals~~ Approvals considered by the City in connection therewith, shall require the following development standards and impose the following development constraints upon the Project Property:

(i) Along the western boundary of the Project Property, residential lots shall provide a minimum 0.40-acre lot area with lot width matching, a 30-foot rear setback, and all residential structures shall be limited to a single story;

(ii) Along the eastern boundary of the Project Property and along the boundary line shared between the Project Property and APN 021-341-13, residential lots shall provide a minimum of 14,000 square feet lot area with lot width matching, a 30-foot rear setback, and all residential structures shall be limited to a single story; and

(iii) The maximum density allowed on the Project Property shall not exceed 400 residential units.

The development standards set forth above shall survive the termination of this Agreement and are deemed a permanent part of the zoning established by ZMA22008. Any development standards not addressed above shall be governed by the Code and any conditions of the Approvals.

Section 3.4 ~~No~~ Further Requirements

~~Provided the requirements of Section 3.3 are met and/or satisfied, the City shall not require any further exaction, condition, mitigation, or standard of Developer, the Project, or the Project Property in satisfaction of the Section 3.3.~~

The Developer acknowledges that further Approvals will be necessary to develop the Project including, but not limited to, tentative and final subdivision maps. All future Approvals required or requested by the Developer in connection with the Project shall be reviewed and considered for approval in accordance with the terms of this Agreement and applicable law.

ARTICLE 4. GENERAL TERMS.

Section 4.1 Effective Date; approved by ordinance.

This Agreement is not effective until it has been approved by ordinance by the City Council for the City of Fernley ("City Council") and Recorded- (the date of Recording being referred to herein as the "Effective Date").

Section 4.2 Term; Cancellation.

This Agreement shall continue in full force and effect ~~in perpetuity~~ for 10 years from the Effective Date, unless cancelled or extended in accordance with the terms of NRS 278.0205. A cancellation of this Agreement is not effective or binding until approved by ordinance of the City Council and Recorded in accordance with NRS 278.0205.

Section 4.3 Modifications and Amendments.

Modifications and amendments to this Agreement are not effective or binding until approved by ordinance of the City Council and Recorded in accordance with NRS 278.0205.

Section 4.4 Breach.

A violation of this Agreement by a party shall be a breach of this Agreement by that party if, within 60 days after receipt of notice of such violation delivered in accordance with Section 4.7 below by the non-violating party, the party in violation fails to cure such violation. If the material breach is not corrected within 60-day cure period, the defaulting Party is in default, and the Party alleging material breach may elect any one or more of the following courses:

A. Amendment or Termination by City. After proper notice and the expiration of the above-referenced period for Developer to correct the alleged material breach, the City may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council. Following consideration of the evidence presented before the City Council and a finding that a material breach has occurred by Developer and remains uncured, City may amend or terminate this Agreement. Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section.

B. Termination by Developer. In the event City materially defaults under this Agreement, Developer shall have the right to terminate this Agreement after providing notice and an opportunity to cure as set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect and seek to enforce all of City's obligations by pursuing an action for specific performance or other appropriate judicial remedy.

Section 4.5 Entire Agreement.

With respect to the matters addressed herein (including the recitals), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties.

Section 4.6 Assignments; Transfer of rights.

A. To an Affiliate of Developer shall have the right to assign all or any portion of its . The rights and delegate any obligations of Developer under this Agreement may be freely transferred or assigned to an Affiliate of Developer provided that such entity shall assume in writing all obligations of Developer hereunder, and provide substitute security in form and amount acceptable to third parties who acquire fee simple absolute ownership the City for any security previously provided by Developer in compliance with the Code, if any.

B. To a Third Party. If Developer sells or transfers more than fifty percent (50%) of the Project Property to a party other than an Affiliate, Developer shall be relieved of its obligations under this Agreement, provided that such transferee assumes all duties and obligations of Developer then unsatisfied and provides substitute security, in form and amount acceptable to City, for any of Developer's previous obligations for which Developer provided performance security, if any.

C. Transfer Not to Relieve Developer of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Project Property shall relieve Developer of its obligations hereunder as to the portion of the Project Property so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the Developer hereunder unless such transferee expressly assumes such obligations and duties of Developer. This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

D. In Connection with Financing Transactions. Developer has full discretion and authority to transfer, assign or encumber the Project Property or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

Section 4.7 Notices; when deemed sufficiently given.

A. Formal notices, demands and communications between the City and Developer must be in writing and must be sent to the addresses or facsimile numbers stated in Article 1 above and to each successor or assign of Developer to the address given by such party in writing and if no written notice is given, then to the address stated in ~~the transfer agreements~~ subsequent agreements, and/or to any address or number subsequently communicated to the sending party in writing.

B. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given the earlier of when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt.

C. If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight, U.S. Postal Priority Mail), and is properly addressed, it will be deemed sufficiently given when delivered as indicated in the records of the courier or service.

D. If notice is sent by facsimile, properly addressed to the addressee specified in Article 1 above and is actually sent to the correct facsimile number, it will be deemed sufficiently given when receipt is confirmed by either the receiving or sending facsimile machine, provided that that confirmation is in writing and sufficiently identifies the document, and indicates the time and date that the document was received by the receiving facsimile machine.

Section 4.8 Further documents.

Each party agrees to honor any reasonable requests by the other party to complete, execute, and deliver any document necessary to accomplish the purposes hereof.

Section 4.9 ~~Attorney's fees and costs~~ Legal Actions.

The City and Developer agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that would be greater than without this Agreement. Accordingly, the City and Developer may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement. If any party hereto institutes any action or proceeding (including arbitration, if authorized or mutually agreed upon) against the other or others arising out of or relating to this Agreement, the prevailing party shall be awarded attorney's fees and costs by the other party.

Section 4.10 Time of Essence.

Time is of the essence in the performance of this Agreement.

Section 4.11 Governing law.

The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.

Section 4.12 Severability of invalid or unenforceable provisions.

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

Section 4.13 Binding effect; successors and assigns; assignment/delegation.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Agreement.

Section 4.14 No third-party beneficiaries intended.

Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

Section 4.15 Representation and warranties by persons who sign this Agreement.

Each person who signs this Agreement represents and warrants to each other person who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

Section 4.16 Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original; and such counterparts shall constitute one and the same Agreement. Any signature page of the Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart identical in form. This Agreement may be executed by signatures provided by facsimile or email, and such signatures shall be as binding and effective as original signatures.

Section 4.17 Construction.

This Agreement is the product of joint collaboration and negotiations among the parties and their counsel. The terms and conditions of this Agreement shall be construed as a whole according to their fair meaning, and not strictly for or against any party. Further, any ambiguities are to be resolved according to their fair meaning, and not construed against the drafting party.

~~**Section 4.18 Effective Date.**~~

~~This Agreement shall be effective upon execution by Developer and the City after its approval by the Fernley City Council.~~

[Signature Pages Follows]

EXECUTED on the dates indicated:

City:

CITY OF FERNLEY,

a Nevada municipal corporation

Dated _____, 2022

By: _____

Name _____

Its: _____

Attest: _____

City Clerk

State of Nevada
County of Lyon

This instrument was acknowledged before me on _____ by
_____ as _____ of City of Fernley, a Nevada
municipal corporation.

(Signature of notarial officer)

(Seal, if any)

Developer:

CLEMENTS RANCHING, LLC
a Nevada limited liability company

Dated _____, 2022

By: _____

Name _____

Its: _____

Attest: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ by
_____ as _____ of CLEMENTS RANCHING,
LLC, a Nevada limited liability company.

(Signature of notarial officer)

(Seal, if any)

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

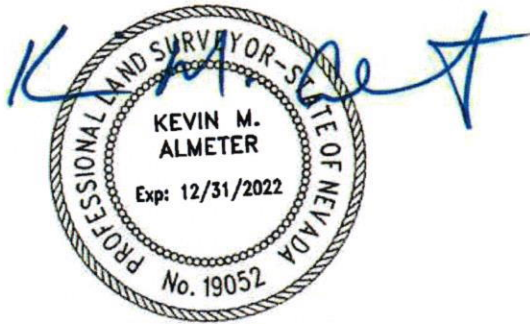
EXHIBIT A
LEGAL DESCRIPTION FOR PROJECT PROPERTY

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of Section Twenty-One (21) and a portion of the Northwest One-Quarter (NW 1/4) of Section Twenty-Two (22), Township Twenty (20) North, Range Twenty-Five (25) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada, and being more particularly described as follows:

BEING Parcel 2-A of the Parcel Map for "Clements Ranching, LLC", recorded on December 8, 2017, as File No. 573596, filed in the Official Records of Lyon County, Nevada.

APN: 021-341-18

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502

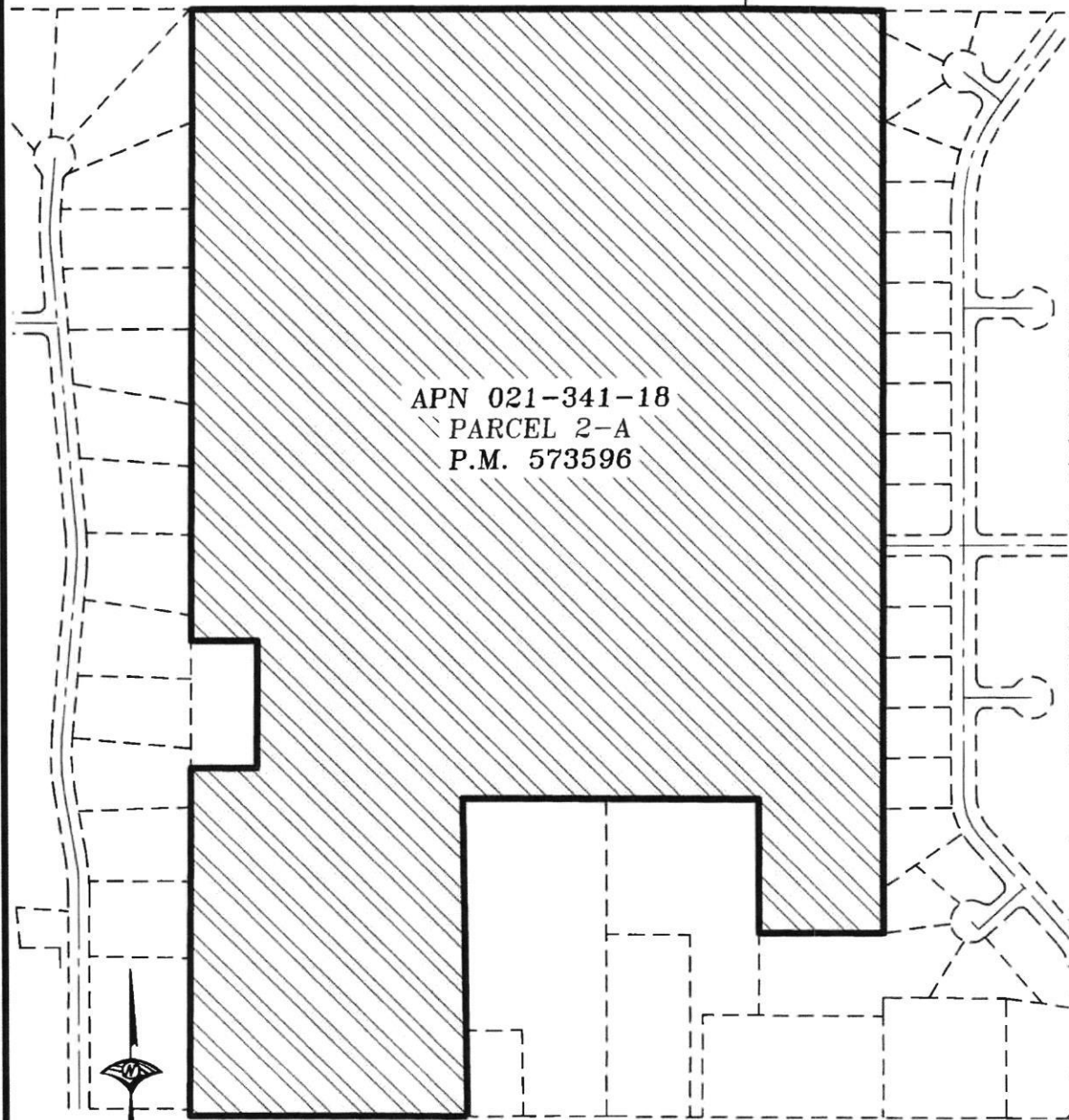


8-11-22

Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

EXHIBIT A-1
PLAT TO ACCOMPANY

PROJECT PROPERTY
PORTIONS OF THE NE 1/4 OF SECTION 21 &
THE NW 1/4 OF SECTION 22
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA



APN 021-341-18
PARCEL 2-A
P.M. 573596



1" = 400'

FARM DISTRICT ROAD

JOB NO. 3460004
SHEET 1 OF 1



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Blvd
Reno, NV 89502

Tel 775.823.4068
Fax 775.823.4066

J:\Jobs\3460_Clements Ranch\Clements Ranch_OA\Geomatics\Legals_exhibits\DEV AGREEMENT Exhibit A-1.dwg 8/11/2022 4:21 PM Makenzie Jones

Conditions of Approval for TSM22007

Tentative Subdivision Map

1. **APPROVAL:**
THE PROJECT IS APPROVED AS SUBMITTED AND CONDITIONED. ANY SUBSTANTIVE CHANGE SHALL REQUIRE REVIEW AND APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL AS AN AMENDMENT TO THIS TENTATIVE MAP.
2. **PROJECT DESCRIPTION:**
THE PROJECT APPROVAL IS LIMITED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT WITH A MAXIMUM OF 282 ATTACHED SINGLE FAMILY RESIDENTIAL LOTS ON ± 31.15 ACRES.
3. **EXPIRATION DATE:**
THE TENTATIVE MAP SHALL EXPIRE WITHIN FOUR (4) YEARS OF THE DATE OF THE CITY COUNCIL APPROVAL UNLESS THE FINAL MAP HAS BEEN RECORDED IN ACCORDANCE WITH NEVADA REVISED STATUTES (N.R.S.) 278.360.
4. **WATER RIGHTS:**
THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING THE DEDICATION OF WATER RIGHTS, INCLUDING ASSOCIATED FEES, FOR THE CONNECTION TO THE CITY'S MUNICIPAL WATER SYSTEM IN THE AMOUNT THAT IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT.
5. **SANITARY SEWER:**
THE DEVELOPER SHALL PROVIDE A SEWER REPORT DEMONSTRATING THE DEVELOPMENT CAN BE SERVED BY THE CITY'S SANITARY SEWER SYSTEM. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY IMPROVEMENTS DEEMED NECESSARY TO SERVE THE PROJECT TO THE APPROVAL OF THE CITY ENGINEER. THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING THE SANITARY SEWER SYSTEM, INCLUDING ASSOCIATED FEES, FOR THE CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM IN THE AMOUNT THAT IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT.
6. **WATER & SEWER MAINS AND SERVICES:**
THE DEVELOPER SHALL COMPLY WITH ALL STANDARDS, CODES, AND REQUIREMENTS REGARDING CONNECTION TO THE CITY'S SANITARY SEWER AND POTABLE WATER SYSTEMS, INCLUDING BUT NOT LIMITED TO, ASSOCIATED FEES, EASEMENTS, DESIGN STANDARDS, SYSTEM LOOPING, DEVELOPMENT CODE REQUIREMENTS, AND STATE REQUIREMENTS.

THE DEVELOPER SHALL PROVIDE THE CITY WITH A UTILITY PLAN FOR WATER AND SANITARY SEWER THAT IS IN CONFORMANCE WITH THE CITY OF FERNLEY'S MUNICIPAL CODE AND PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND ADMINISTRATOR. EACH PHASE MUST ALSO BE REVIEWED AND APPROVED BY THE NEVADA DEPARTMENT OF ENVIRONMENTAL PRIOR TO CONSTRUCTION.
7. **UTILITY EASEMENTS:**
THE DEVELOPER SHALL PROVIDE EASEMENTS TO THE CITY OF FERNLEY FOR THE MAINTENANCE OF THE PUBLIC INFRASTRUCTURE BEING INSTALLED ON PRIVATE PROPERTY. THE EASEMENTS SHALL INCLUDE THE CITY OF FERNLEY'S STANDARD EASEMENT LANGUAGE AND SHALL BE RECORDED ALONG WITH THE FINAL MAP.

Conditions of Approval for TSM22007

Tentative Subdivision Map

8. DESIGN STANDARDS:

THE DEVELOPER SHALL COMPLY WITH THE DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN THE CITY OF FERNLEY'S DEVELOPMENT CODE AND PUBLIC WORKS DESIGN MANUAL UNLESS IN CONFLICT WITH THE LOCAL, STATE, OR FEDERAL REGULATIONS, IN WHICH CASE THE MORE STRINGENT REGULATION WILL TAKE PRECEDENCE.

9. LANDSCAPING/IRRIGATION:

THE DEVELOPER SHALL SUBMIT A LANDSCAPING AND IRRIGATION PLAN FOR THE PROJECT IN CONFORMANCE WITH TITLE 32 OF THE FERNLEY MUNICIPAL CODE FOR REVIEW AND APPROVAL BY THE ADMINISTRATOR PRIOR TO APPROVAL AND RECORDATION OF A FINAL MAP FOR EACH PHASE. THE LANDSCAPING AND IRRIGATION SHALL BE INSTALLED PER THE APPROVED PLANS TO THE APPROVAL OF THE ADMINISTRATOR.

10. ARCHITECTURE/BUILDING ELEVATIONS:

ARCHITECTURAL BUILDING ELEVATIONS SHALL COMPLY WITH THE DESIGN CRITERIA IN CHAPTER 32.06 OF THE FERNLEY MUNICIPAL CODE TO THE APPROVAL OF THE ADMINISTRATOR.

11. STREETS:

THE DEVELOPER SHALL CONSTRUCT ANY ROADWAY IMPROVEMENTS NECESSARY TO SERVE THE PROJECT IN ACCORDANCE WITH THE PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

IF THE INTERIOR STREETS CANNOT BE CONSTRUCTED IN ACCORDANCE WITH CITY OF FERNLEY DESIGN STANDARDS THEN ALL INTERIOR STREETS WITHIN THE PROJECT SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

12. DRAINAGE & GRADING:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE FERNLEY MUNICIPAL CODE CHAPTER 32 (DRAINAGE AND GRADING) AND CHAPTER 10 OF THE CITY OF FERNLEY'S PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

THE DEVELOPER SHALL PROVIDE A DRAINAGE REPORT FOR THE PROJECT IN CONFORMANCE WITH THE CITY'S DEVELOPMENT CODE, MUNICIPAL CODE, AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER. EACH SUCCESSIVE PHASE OF THE PROJECT SHALL SUBMIT AN UPDATED DRAINAGE REPORT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER SHOWING THE CUMULATIVE EFFECT OF THE DEVELOPED PORTION OF THE PROJECT ALONG WITH THE PROPOSED PHASE'S EFFECT ON THE TOTAL DISCHARGE INTO THE DRAINAGE SYSTEM.

13. GRADING PERMIT:

THE DEVELOPER SHALL SUBMIT A GRADING PLAN FOR ANY PHASE OF THE PROJECT TO THE APPROVAL OF THE CITY ENGINEER. PRIOR TO THE ISSUANCE OF A GRADING PERMIT FOR THE DEVELOPMENT, THE DEVELOPER SHALL POST A SURETY BOND FOR REGRADING AND RECLAMATION OF THE SITE. THE DEVELOPER SHALL PROVIDE A STAMPED ENGINEER'S ESTIMATE FOR REGRADING AND RECLAMATION OF THE SITE. THE DEVELOPER SHALL COMPLY WITH ALL GRADING REQUIREMENTS SET FORTH IN THE CITY OF FERNLEY'S DEVELOPMENT CODE AS WELL

Conditions of Approval for TSM22007 Tentative Subdivision Map

AS ALL STATE AND FEDERAL REGULATIONS. THE DEVELOPER OR THEIR DESIGNEE SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING A STORM WATER POLLUTION PREVENTION PERMIT WITH THE STATE OF NEVADA AS WELL AS A SURFACE AREA DISTURBANCE PERMIT.

14. GEOTECHNICAL REPORT:

THE DEVELOPER SHALL PROVIDE A FINAL GEOTECHNICAL REPORT FOR THE PROJECT IN CONFORMANCE WITH THE DEVELOPMENT CODE FOR REVIEW AND APPROVAL BY THE ADMINISTRATOR, CITY ENGINEER, PUBLIC WORKS DIRECTOR PRIOR TO THE RECORDATION OF A FINAL MAP FOR ANY PORTION OF THE PROJECT.

15. NORTH LYON FIRE PROTECTION DISTRICT:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT, INCLUDING BUT NOT LIMITED TO PROVIDING SECONDARY EMERGENCY ACCESS TO THE APPROVAL OF THE ADMINISTRATOR AND FIRE CHIEF PRIOR TO THE ISSUANCE OF ANY PERMIT FOR THE PROJECT.

16. RESIDENTIAL CONSTRUCTION TAX:

THE DEVELOPER IS SUBJECT TO THE PROVISIONS OF FERNLEY MUNICIPAL CODE RELATED TO RESIDENTIAL CONSTRUCTION TAX. THE RESIDENTIAL CONSTRUCTION TAX FEE SHALL BE PAID PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR EACH SINGLE-FAMILY RESIDENCE.

17. ADDRESSING AND STREET NAMES:

THE DEVELOPER SHALL SUBMIT A REQUEST FOR ADDRESSING AND STREET NAME RESERVATION APPLICATION TO THE CITY OF FERNLEY FOR REVIEW AND APPROVAL. ALL ADDRESSING OF LOTS SHALL BE COMPLETED BY THE CITY. STREET NAMES SHALL BE APPROVED BY THE CITY PRIOR TO THE SUBMITTAL OF A FINAL MAP FOR THE PROJECT.

18. TRUCKEE CARSON IRRIGATION DISTRICT (TCID)/BUREAU OF RECLAMATION:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEVADA DEPARTMENT OF THE TRUCKEE CARSON IRRIGATION DISTRICT AND/OR THE BUREAU OF RECLAMATION RELATED TO ANY FACILITY OR EASEMENT WITHIN THE PROJECT BOUNDARY TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

19. NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION – BUREAU OF SAFE DRINKING WATER AND BUREAU OF WATER POLLUTION CONTROL FOR THE WATER AND SEWER INFRASTRUCTURE DESIGN AND CONSTRUCTION TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

20. PROJECT PHASING:

THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE PHASING PLAN INCLUDED AS PART OF THIS APPROVAL. EACH PHASE SUBMITTED MUST BE DESIGNED TO MEET THE PUBLIC FACILITIES AND IMPROVEMENT STANDARDS AND BE ABLE TO OPERATE INDEPENDENTLY AND AS PART OF THE OVERALL DESIGN. CHANGES TO THE PHASING PLAN WILL REQUIRE REVIEW AND APPROVAL BY THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR PRIOR TO BEING IMPLEMENTED.

Conditions of Approval for TSM22007 Tentative Subdivision Map

21. WASTE MANAGEMENT:

THE DEVELOPER SHALL PROVIDE A WILL SERVE FROM WASTE MANAGEMENT TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

22. UNITED STATES POSTAL SERVICE:

THE DEVELOPER SHALL PROVIDE AN EASEMENT FOR ANY NEW CLUSTER MAILBOX LOCATION TO THE APPROVAL OF THE ADMINISTRATOR AND LOCAL POSTAL INSPECTOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

23. NEVADA DEPARTMENT OF TRANSPORTATION (NDOT):

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEVADA DEPARTMENT OF TRANSPORTATION FOR ALL WORK IMPACTING NDOT RIGHTS-OF-WAY.

24. FENCING PLANS:

AT THE TIME OF FINAL MAP SUBMITTAL, THE DEVELOPER SHALL SUBMIT A FENCING PLAN IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE CITY'S MUNICIPAL CODE TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

25. COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S):

THE APPLICANT SHALL PROVIDE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) WITH THE FIRST FINAL MAP AND SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE ADMINISTRATOR AND CITY ATTORNEY. CC&R'S SHALL BE RECORDED CONCURRENTLY WITH THE FINAL SUBDIVISION MAP.

THE APPLICANT SHALL INCLUDE IN THE CC&R'S PROVISIONS OUTLINING PERPETUAL MAINTENANCE RESPONSIBILITIES OF COMMON AREAS, LANDSCAPE MEDIANS, PERIMETER FENCING, OR OTHER COMMON ELEMENTS TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

THE CITY SHALL BE NAMED A THIRD-PARTY BENEFICIARY OF SAID MAINTENANCE OBLIGATIONS TO THE APPROVAL OF THE ADMINISTRATOR AND SHALL DISCLOSE THAT THE CITY MAY REQUIRE FORMATION OF A LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT IN THE EVENT OF DEFAULT UNDER SUCH MAINTENANCE OBLIGATIONS.

26. RIGHT TO FARM:

THE DEVELOPER SHALL PLACE A NOTE ON THE FINAL MAP PROVIDING NOTICE TO ANY AND ALL SUBSEQUENT PURCHASERS OF "THE RIGHT TO FARM" PROVISIONS INCLUDED IN NEVADA REVISED STATUTES 40.140 AND THE DEVELOPMENT CODE.

27. SUBDIVISION IMPROVEMENT AGREEMENT:

THE DEVELOPER SHALL EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT WITH THE CITY OF FERNLEY PRIOR TO APPLYING FOR ANY BUILDING PERMITS FOR NEW HOME CONSTRUCTION IF THE PUBLIC IMPROVEMENTS ARE STILL NOT CONSTRUCTED BUT ARE ADEQUATELY SECURED IN ACCORDANCE WITH THE CITY OF FERNLEY DEVELOPMENT CODE. THE AGREEMENT SHALL BE DRAFTED BY THE CITY OF FERNLEY AND PROVIDED TO THE DEVELOPER FOR REVIEW AND EXECUTION. THE AGREEMENT SHALL BE RECORDED PRIOR TO THE ISSUANCE OF A BUILDING

Conditions of Approval for TSM22007

Tentative Subdivision Map

PERMIT. NO HOMES SHALL RECEIVE A FINAL CERTIFICATE OF OCCUPANCY UNTIL THE PUBLIC IMPROVEMENTS ARE COMPLETE AND ACCEPTED BY THE CITY OF FERNLEY.

28. FLOODPLAIN MANAGEMENT AND FEDERAL EMERGENCY MANAGEMENT AGENCY:

THE DEVELOPER SHALL COMPLY WITH CHAPTER 32.09.060 OF THE CITY OF FERNLEY DEVELOPMENT CODE TITLED: FLOODPLAIN MANAGEMENT AS WELL AS ALL FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA, NATIONAL FLOOD INSURANCE PROGRAM REQUIREMENTS FOR ALL FLOODPLAIN MODIFICATIONS. THE REQUIRED APPROVALS FROM THE CITY OF FERNLEY AND FEMA SHALL BE OBTAINED PRIOR TO WORK BEGINNING WITHIN THE MAPPPED FLOODPLAIN AREA. ALL REQUIRED IMPROVEMENTS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR ANY UNIT LOCATED WITHIN THE FLOODPLAIN.

29. SR-427/MAIN STREET IMPROVEMENTS

IN ACCORDANCE WITH SECTION 32.09.140 OF THE CITY OF FERNLEY DEVELOPMENT CODE AND THE CITY OF FERNLEY'S 2014 MAIN STREET REVITALIZATION STUDY, THE EXISTING SR-427 SHALL BE IMPROVED TO THE RECOMMENDED SHORT-TERM ALTERNATIVE IDENTIFIED IN THE STUDY. THIS ALTERNATIVE INCLUDES TWO 12-FOOT TRAVELS LANES, A 14-FOOT CENTER TURN LANE, AND A 10-FOOT MEANDERING PATH. THE IMPROVEMENTS SHALL BE CONSTRUCTED ALONG THE DEVELOPMENT BOUNDARY FROM THE INTERSECTION OF TRUCKEE LANE AND SR-427 TO THE INTERSECTION WITH MILLER LANE. THE IMPROVEMENTS SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY. SHOULD THE IMPROVEMENTS ALREADY BE CONSTRUCTED BY THE REDHAWK RANCH PHASE 1 PROJECT OR BY OTHERS, THIS CONDITION IS NOT APPLICABLE.

30. MILLER LANE AND MAIN STREET INTERSECTION IMPROVEMENTS:

THE DEVELOPER SHALL SUBMIT A PROPOSED PLAN FOR THE TRUCKEE/MILLER LANE/MAIN STREET INTERSECTION, TO THE APPROVAL OF THE CITY ENGINEER, ADMINISTRATOR, PUBLIC WORKS DIRECTOR, AND THE NEVADA DEPARTMENT OF TRANSPORTATION. THE PLAN SHALL INCLUDE THE RECOMMENDATIONS FOR THE INTERSECTION DESCRIBED IN THE AUGUST 9, 2022 TRAFFIC IMPACT STUDY FROM HEADWAY TRANSPORTATION. THESE RECOMMENDATIONS INCLUDE A STRIPED NORTHBOUND LEFT TURN LANE ON THE MILLER APPROACH, AN EASTBOUND RIGHT TURN LANE ON MAIN STREET AT MILLER LANE, AND A STRIPED CROSSWALK WITH ASSOCIATED ADA COMPLIANT PEDESTRIAN RAMPS.

31. MILLER LANE STREET IMPROVEMENTS:

THE DEVELOPER SHALL COMPLETE IMPROVEMENTS ON MILLER LANE FROM MAIN STREET TO SHADOW LANE IN ACCORDANCE WITH THE CITY OF FERNLEY DEVELOPMENT CODE. ADEQUATE RIGHT OF WAY SHALL BE DEDICATED AND/OR ACQUIRED BY THE DEVELOPER AND OFFERED FOR DEDICATION TO THE CITY OF FERNLEY. AT A MINIMUM, MILLER LANE SHALL BE IMPROVED TO THE CITY'S 60-FOOT RIGHT-OF-WAY STANDARD INCLUDING CURB AND GUTTER AND SIDEWALK ALONG THE WESTERN BOUNDARY ON BOTH SIDES OF THE STREET. IMPROVEMENTS ALONG THE EASTERN BOUNDARY OF THE STREET SHALL ADEQUATELY ADDRESS DRAINAGE TO THE SATISFACTION OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR. ~~AND SIDEWALK ALONG WESTERN BOUNDARY OF THE STREET.~~ SHOULD THE PROJECT BE PHASED (AS SHOWN IN EXHIBIT 1), MILLER LANE IMPROVEMENTS MAY BE SPLIT INTO PHASES WITH PHASE 1

Conditions of Approval for TSM22007

Tentative Subdivision Map

INCLUDING THE MILLER LANE IMPROVEMENTS FROM MAIN STREET TO MCCART STREET AND PHASE 2 MILLER LANE IMPROVEMENTS INCLUDING MCCART STREET TO SHADOW LANE.

32. MAIN STREET/SR-427 AND US 95A INTERSECTION PROPORTIONATE SHARE:

THE DEVELOPER SHALL PAY A PROPORTIONAL SHARE OF FUTURE IMPROVEMENTS TO THE MAIN STREET/SR-427 AND US 95A INTERSECTION TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, NEVADA DEPARTMENT OF TRANSPORTATION, AND ADMINISTRATOR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT.

33. THE PROJECT, AS SUBMITTED, INTENDS TO UTILIZE IMPROVEMENTS REQUIRED TO BE CONSTRUCTED BY THE APPROVED REDHAWK RANCH PHASE 1 PROJECT (TSM21004). THESE IMPROVEMENTS INCLUDE FLOODPLAIN MODIFICATIONS, CONSTRUCTION OF THE BACKBONE ROAD THROUGH THE PHASE 1 PROJECT, CONSTRUCTION OF THE BACKBONE ROAD FROM MAIN STREET TO MILLER LANE, UTILITY EXTENSIONS, AND CONSTRUCTION OF A MEANDERING PATH AND TWO-WAY LEFT TURN LANE, TWLTL, ALONG MAIN STREET. SHOULD THE IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT BE COMPLETED BY THE REDHAWK RANCH PHASE 1 (TSM21004) PROJECT PRIOR TO THE PERMITTING AND CONSTRUCTION OF THE DUETS AT REDHAWK RANCH PROJECT THEN THE DEVELOPER SHALL COMPLETE THE IMPROVEMENTS AS MAY BE NECESSARY TO COMPLY WITH SECTION 32.06.080 OF THE FERNLEY MUNICIPAL CODE TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, NORTH LYON COUNTY FIRE PROTECTION DISTRICT AND PUBLIC WORKS DIRECTOR.

33.

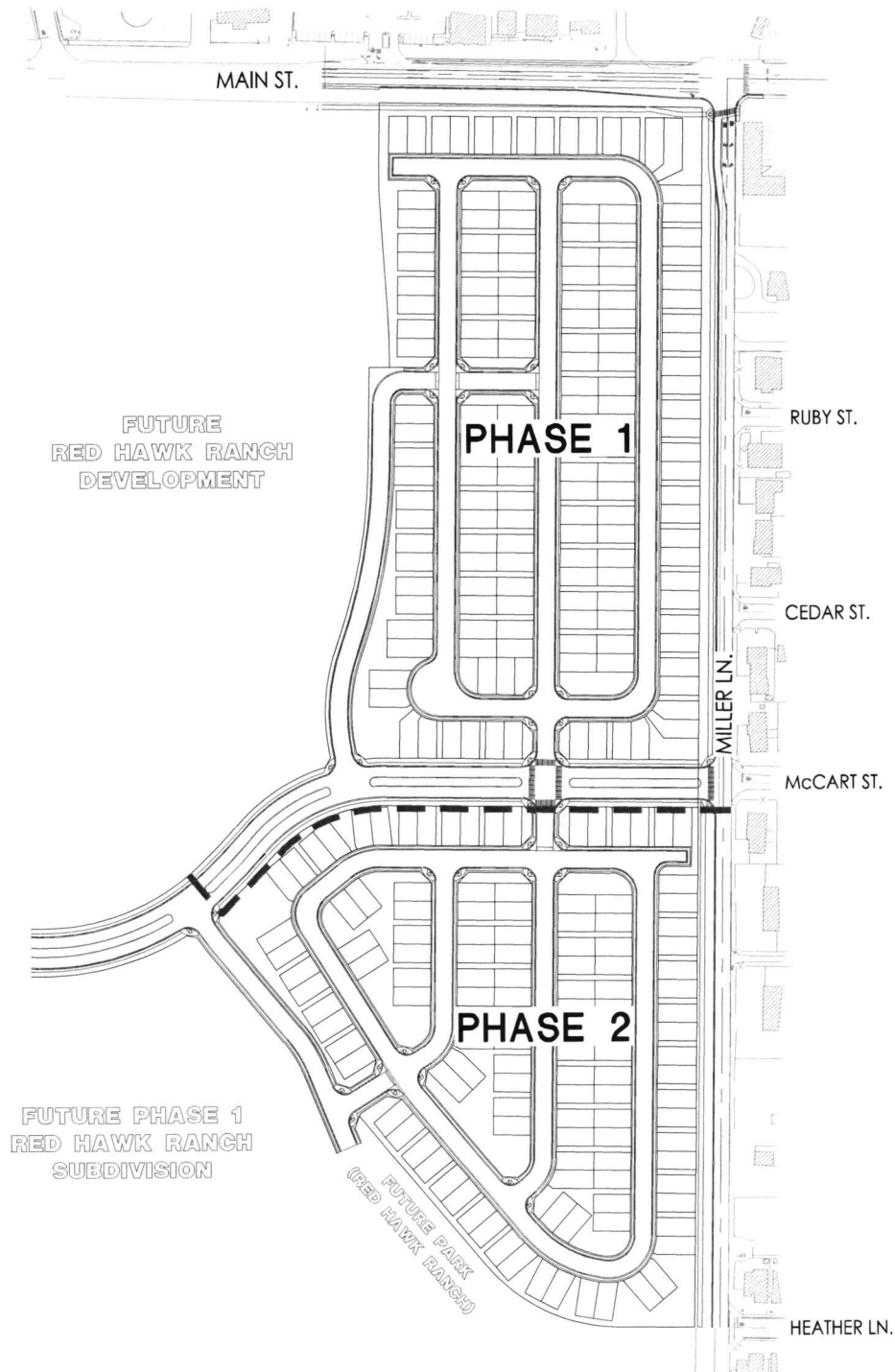
PHASING PLAN

DUETS AT RED HAWK RANCH

FERNLEY, NEVADA

NOVEMBER 2022

Exhibit 1



200' 100' 0 200'



SCALE: 1" = 200'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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