

**City of Carson City
Agenda Report**

Date Submitted: September 25, 2012

Agenda Date Requested: October 4, 2012

Time Requested: 10 minutes

To: Mayor and Board of Supervisors

From: Public Works - Planning Division

Subject Title: For Possible Action: To approve a request for a two-year extension for the Tentative Planned Unit Development residential subdivision known as Clearview Ridge, located west of Cochise Street between West Roventini Way and West Overland Street, APN's 9-263-06, -07, -08, and -09, extending the time for filing the first final map to September 6, 2014. (TPUD-06-146) (Lee Plemel)

Summary: Pursuant to the approved development agreement between Carson City and Roventini, LLC, the developer of the subdivision may request an extension of the time required to file a final map if the request is made in writing prior to expiration. Approval of the extension would keep the subdivision approval valid and allow time for demand in new single-family residential housing to return. The Clearview Ridge development was approved for 73 single-family detached units.

Type of Action Requested:

- Resolution
 Formal Action/Motion

- Ordinance-First Reading
 Other (Specify)

Does This Action Require A Business Impact Statement: () Yes (X) No

Recommended Board Action: I move to approve a request for a two-year extension for the Tentative Planned Unit Development residential subdivision known as Clearview Ridge, located west of Cochise Street between West Roventini Way and West Overland Street, APN's 9-263-06, -07, -08, and -09, extending the time for filing the first final map to September 6, 2014.

Explanation for Recommended Board Action: The current single-family residential housing market has resulted in very few new houses being built in Carson City in the last three years due to low demand. Approval of this extension would keep the existing subdivision approval in place while allowing more time for the developer to complete necessary subdivision improvements prior to constructing houses and subdividing the property. See the attached staff memo for further explanation.

Applicable Statute, Code, Policy, Rule or Regulation: CCMC 17.05 (Tentative Maps)

Fiscal Impact: N/A

Explanation of Impact: N/A


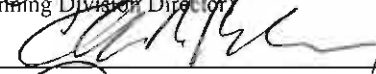


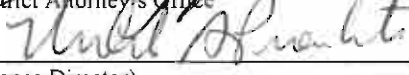
Funding Source: N/A

Alternatives: 1) Deny the extension request, resulting in the expiration of the map approval.

Supporting Material:

- 1) Staff memorandum
- 2) Table of approved subdivisions in Carson City
- 3) Letter from applicant requesting extension
- 4) Approved Development Agreement

Prepared By: Lee Plemel, Planning Director

Reviewed By: 	Date: <u>9-25-12</u>
(Planning Division Director)	
	Date: <u>9-25-12</u>
(Public Works Director)	
	Date: <u>9/25/12</u>
(City Manager)	
	Date: <u>9/25/12</u>
(District Attorney's Office)	
	Date: <u>9/25/12</u>
(Finance Director)	

Board Action Taken:

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

(Vote Recorded By)



Carson City Planning Division

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180 – Hearing Impaired: 711
planning@carson.org
www.carson.org/planning

MEMORANDUM

TO: Board of Supervisors
Meeting of October 4, 2012

FROM: Lee Plemel, Planning Director

DATE: September 21, 2012

SUBJECT: Clearview Ridge PUD Tentative Subdivision Map Extension

The Clearview Ridge PUD (Planned Unit Development) tentative map was approved by the Board of Supervisors in September 2006. The Clearview Ridge PUD is located west of Coshise Street, between West Roventini Way and West Overland Street (see vicinity map on the following page). The property currently consists of four parcels, three of which remain vacant and one of which has a single family residence that was existing at the time of the subdivision approval.

The subdivision was approved for 73 single-family detached residences on approximately 3.7 acres. The PUD approval included a rezoning of the property from SF1A (Single Family One Acre) and RC (Retail Commercial) to MFA (Multi-Family Apartment). Per the PUD provisions of the Carson City Municipal Code, this change of zoning is only effective upon the completion of the subdivision or portion thereof, and the zoning would revert back to SF1A and RC if the tentative map expires.

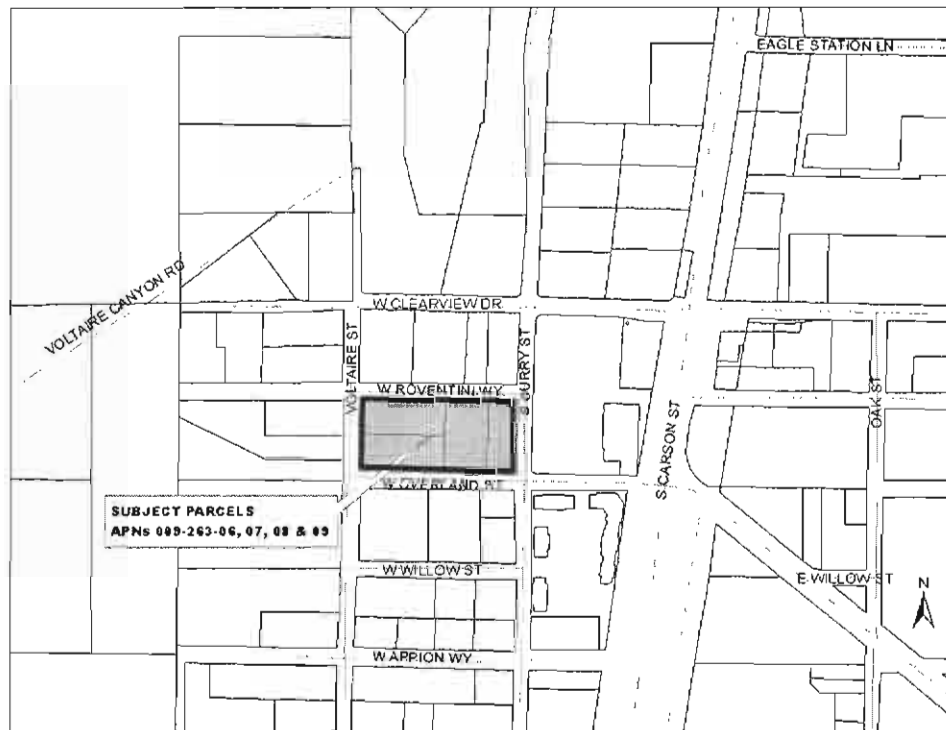
Prior to expiration of the tentative map approval in September 2010, the applicant (Roventini, LLC) entered into a development agreement with Carson City, which, among other things, extended the tentative map approval to September 6, 2012. Section 2.7 of the agreement states (emphasis added):

2.7 Expiration by Inaction

*This agreement adopted pursuant to CCMC 17.08 requires that THE PROJECT shall be diligently pursued and the approvals referenced above (if no extension has been granted) shall expire if the final map and commencement of construction of Phase 1 of THE PROJECT is not recorded and begun by September 6, 2012. If the map for Phase 1 is recorded prior to September 6, 2012, this Agreement shall automatically extend the time for an additional two (2) year period from said date within which the next succeeding map for the next succeeding phase must be filed. So long as DEVELOPER files each phase within the two (2) year extension period provided in this Agreement, as envisioned herein, this Agreement shall remain in full force and effect. **Developer may request additional extensions beyond that date contemplated above if done in writing prior to the expiration.***

The developer submitted the written extension request to the Planning Division on September 6, 2012, in accordance with the agreement. A copy of the complete Development Agreement is attached.

Vicinity Map



Extensions for subdivision approvals have routinely been granted in the past. Numerous subdivisions were approved between 2005 and 2008, but the housing market has resulted in most of these subdivisions not moving forward with final maps. Some subdivision approvals have expired by inaction, while others remain valid or have entered into development agreements with the City to keep the approvals valid. The attached table shows all subdivisions that have lots remaining to record with information on the status of their approvals, including four subdivisions whose approvals have expired.

Staff recommends approval of the requested extension for two years. Since the original approval of Clearview Ridge in 2006, there has been no further Master Plan or Zoning Map changes in the vicinity. Commercial uses in the vicinity have expanded, with the development of the South Carson Quail commercial center to the southeast and adjacent to the subject property. The Board of Supervisors may at some time determine that approved subdivisions for which construction has not begun should no longer be extended. With the approval of this two-year extension, the Board will have the opportunity to evaluate the status of this project again in two years if construction has not commenced.

Please contact Lee Plemel at 283-7075 or lplemel@carson.org if you have any questions regarding this item.

Attachments:

- 1) Table of approved subdivisions with lots remaining to record
- 2) Letter requesting extension
- 3) Development Agreement

Approved Tentative Subdivision/PUD Maps with Lots Pending to Record

Development Name	Approval Date	Expiration Date	Extension Available to:	File No.	Remaining Lots	Notes
Silver Oak PUD	Oct-93	7/27/2013	Yes*	P-93/94-1	489	* Extensions may be granted per development agreement; last map recorded 7/27/07, parcel map for portion of Phase 17
Schulz Ranch	Oct-05	8/21/2014	Yes*	TSM-05-144	521	* Extensions may be granted per development agreement.
Clearview Ridge	Sep-06	9/6/2012	Yes*	TPUD-06-146	73	* Extensions may be granted per development agreement.
Combs Canyon I	Oct-06	10/19/2012	None	TSM-06-168	23	
Mills Landing	Dec-06	12/18/2012	None	TPUD-07-202	94	
Ross Park PUD	Mar-07	3/15/2013	None	TPUD-07-010	23	
Combs Canyon II	May-07	5/17/2013	None	TSM-07-027	19	
City View Green Homes	Apr-09	4/2/2013	4/2/2015	TSM-09-003	7	
Nye Circle PUD	Oct-07	10/18/2011	EXPIRED	TPUD-07-107	0	EXPIRED; No extension requested.
Summerhawk	Apr-07	4/19/2011	EXPIRED	TSM-06-203	0	EXPIRED; No extension requested.
Corte Reale	Feb-06	2/16/2012	EXPIRED	TPUD-05-229	0	EXPIRED; No extension requested.
East Ridge Village	Jun-08	6/19/2012	EXPIRED	TSM-08-043	0	EXPIRED; No extension requested.

Total: 1,249

Updated: August 2012

RECEIVED

SEP 06 2012

CARSON CITY
PLANNING DIVISION

September 6, 2012

Lee Plemel, Planning Director

Carson City Public Works Department, Planning Division

108 East Proctor Street

Carson City, Nevada 89701

Dear Lee,

Please consider this letter as our formal request by Roventini, LLC., for a two (2) year extension period to the Development Agreement between Carson City and Roventini, LLC., regarding the development of a Planned Unit Development Subdivision known as Clearview Ridge, Ordinance 2009.15.

Thank you for your assistance. Please call if you need additional information.

Sincerely,



Mark Neuffer, Project Manager

Roventini, LLC.

402 N. Division Street

Carson City, Nevada 89703

APN 009.263.06

009.263.07

APN 009.263.08

APN 009.263.09

TRU'S-06-04a

RECORDED AT THE REQUEST OF

CARSON CITY CLERK TO THE BOARD

2009 JUL 24 AM 11:35

FILE NO. 391966

ALAN GLOVER
CARSON CITY RECORDER

FEE \$ 110 DEP 2

FOR RECORDER'S USE ONLY

Ordinance 2009.15

TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: _____

Signature _____

Print Name & Title _____

WHEN RECORDED MAIL TO:

CARSON CITY CLERK TO THE BOARD

391966

BILL NO. 114

ORDINANCE NO. 2009-15

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND ROVENTINI, LLC, REGARDING THE DEVELOPMENT OF A PLANNED UNIT DEVELOPMENT SUBDIVISION KNOWN AS CLEARVIEW RIDGE, LOCATED WEST OF COCHISE STREET BETWEEN WEST ROVENTINI WAY AND WEST OVERLAND STREET, EAST OF VOLTAIRE STREET, APNs 9-263-06, 07, -08, AND -09, TO EXTEND THE APPROVAL OF THE TENTATIVE MAP AND OTHER MATTERS PROPERLY RELATED THERETO.

Fiscal effect: N/A

The Board of Supervisors of Carson City does hereby ordain:

SECTION I:

WHEREAS, Carson City desires to enter into a development agreement with ROVENTINI, LLC concerning the development of land known as Assessor's Parcel Numbers 009-263-06, and 009-263-07, and 009-263-08, and 009-263-09 located at 449 West Roventini Way, West Overland Street, Voltaire Street and Roventini Way, Carson City Nevada.

WHEREAS, the Carson City Board of Supervisors finds that the contents of the development agreement conform to the Carson City Municipal Code 17.08 and Nevada Revised Statutes 278.0203; and

WHEREAS, the Board finds that the provisions of the development agreement are consistent with the Carson City Master Plan and the original approval of Planned Unit Development Tentative Map.

NOW, THEREFORE, the Board hereby approves, by ordinance, the attached development agreement between Carson City and Roventini, LLC for Assessor's Parcel Numbers 009-263-06, 009-263-07, 009-263-08 and 009-263-09, generally located north of Overland Street, south of Roventini Way, east of Voltaire Street and west of Cochise Street,

Carson City Nevada, said agreement being attached and incorporated herein as Exhibit "A".

The Board further directs that the City Clerk shall cause a certified copy of this ordinance and original agreement to be filed with the Carson City Recorder.

PROPOSED on July 2, 2009 by Supervisor Robin Williamson.

PASSED on July 16, 2009.

VOTE:

AYES: Supervisor Robin Williamson
Supervisor Shelly Aldean
Supervisor Pete Livermore
Supervisor Molly Walt
Mayor Robert Crowell


NAYS: None

ABSENT: None



ROBERT L. CROWELL, Mayor


ATTEST


for ALAN GLOVER, Clerk-Recorder

This ordinance shall be in force and effect from and after the 19th day of July, 2009.

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TPUD-06-146
Clearview Ridge

RECORDED AT THE
REQUEST OF
CARSON CITY CLERK TO
THE BOARD

2009 JUN 10 PM 12:47

FILE NO. 390476

ALAN GLOYER
CARSON CITY RECORDER

FEE \$ 110.00 RAJ

APN 009.263.06
009.263.07
APN 009.263.08
APN 009.263.09

FOR RECORDER'S USE ONLY

Development Agreement
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: _____

Signature

Print Name & Title

WHEN RECORDED MAIL TO:

Carson City Clerk
2121 Northgate Lane, #576
Carson City, NV 89706

390476

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into this 21st day of May, 2009, by and between ROVENTINI, LLC, a Nevada limited liability company as Developer of that certain project known as CLEARVIEW RIDGE, hereinafter referred to as "DEVELOPER," and CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as "CARSON CITY."

RECITALS:

1. CLEARVIEW RIDGE, is a proposed development encompassing 3.7 acres of real property, more or less, located in Carson City, Nevada, more particularly described in Exhibit "A";
2. On September 21, 2006, the Carson City Board of Supervisors approved a planned unit development tentative map for Seventy-Three (73) single family detached units, a copy of the official minutes and conditions of approval of such action and the May 8, 2007 clarification thereto are attached hereto as Exhibit "B" and incorporated herein by this reference ("THE PROJECT");
3. On October 6, 2006 Ordinance No. 2006-07 Bill 129, was recorded affecting a Zoning Map Amendment for THE PROJECT to MFA-PUD;
4. Due to certain market and economic conditions that have developed since THE PROJECT tentative map approval, the DEVELOPER and CARSON CITY believe that it is mutually beneficial to enter into a Development Agreement and each mutually desire that THE PROJECT be developed in accordance with this Development Agreement.
5. CARSON CITY and DEVELOPER desire to hereinafter have the provisions of this Development Agreement govern the development activities of THE PROJECT.

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

I.

PROJECT CHARACTERISTICS

THE PROJECT is a planned unit development project within the MFA-PUD zoning designation together with all of the uses accessory to and customarily incidental to the above-referenced zone.

Based upon the present tentative planned unit project map, THE PROJECT will be comprised of Seventy-Three (73) single-family dwelling units, open space and common areas as set forth in the approvals. The density is 19.7 units per acre.

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

II.

ADMINISTRATION OF THE PROJECT

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

2.1 Phasing

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

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[] 390476

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

As THE PROJECT is recorded in phases, the development of on-site and off-site improvements shall correspond to the phases in question, subject to the satisfaction of the Carson City Public Works Director prior to recordation of the final map for each applicable phase. Nevertheless, it is agreed that the completion of the looping of the water system shall be accomplished as part of Phase I. There is an existing water main in Roventini Way that extends from Cochise Street half way to Voltaire Street. The extension of the existing main shall be a part of the completion of the looping system. Installation of fire hydrants for a particular phase of development shall be as determined by the Carson City Fire Department. Further, the sewer extension on Overland Street shall be extended to the westerly boundary of each phase as that phase is built. There is an existing sewer line in Roventini Way, the extension of sewer in Roventini Way will not be required before Phase II and shall extend to the westerly boundary of each phase thereafter as the phase is built. The roadway frontage improvements on Cochise Street, including pavement widening, curb and gutter, sidewalk, drainage and street lighting shall occur in Phase I. Construction of the Roventini Way and Overland Street roadway frontage improvements, including pavement widening, curb and gutter, sidewalk, drainage and street lighting shall extend to the westerly most boundary of each phase line as each phase is built.

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2.2 Height and Size of Proposed Buildings

All buildings shall conform to the Exhibit B conditions and Carson City standards for MFA-PUD zoning with respect to height and size.

2.3 Utility Connections

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

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

2.4 Final Map Financial Assurances

The approval of the anticipated final maps on each phase of THE PROJECT shall require a bond, cash deposit, lender set aside letter, letter of credit, an irrevocable certificate of deposit or other approved security to ensure completion of all or any portion of the public improvements within such phase equal to 150% of the approved engineer's cost estimate. DEVELOPER, at its discretion and option, may install any such public improvements within any phase prior to the recordation of that phase's final map in lieu of posting such security. Public improvements include streets, sidewalks, curb and gutter, street lighting, sewer collection system, electric, water distribution systems, drainage system improvements and gas lines where the same are dedicated to public agency or body. Any assurance provided shall be periodically reduced in accordance with City approval in order that the entire assurance will be exonerated on final completion or improvement construction, except for a ten percent (10%) retention in accordance with CCMC 17.11.015.

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2.5 Grading, Drainage, and Erosion Control Measures

The grading, drainage, and erosion control plan for each phase shall be submitted with the final map for each of the various phases of THE PROJECT and shall be subject to approval by the City. The drainage design shall be in accordance with Title 18 Appendix, Carson City Development Standards, Division 14 Storm Drainage.

2.6 Restrictive Covenants

Prior to the filing of the final map for the first phase of THE PROJECT, DEVELOPER shall prepare and submit to the City, Covenants, Conditions and Restrictions (CC&Rs) intended to apply to THE PROJECT. Said CC&Rs shall be reviewed by the Carson City Planning Division.

2.7 Expiration by Inaction

This Agreement adopted pursuant to CCMC 17.08. requires that THE PROJECT shall be diligently pursued and the approvals referenced above (if no extension has been granted) shall expire if the final map and commencement of construction for Phase 1 of THE PROJECT is not recorded and begun by September 6, 2012. If the map for Phase 1 is recorded prior to September 6, 2012, this Agreement shall automatically extend the time for an additional two (2) year period from said date within which the next succeeding map for the next succeeding phase must be filed. So long as DEVELOPER files each phase within the two (2) year extension period provided in this Agreement, as envisioned herein, this Agreement shall remain in full force and effect. DEVELOPER may request additional extensions beyond that date contemplated above if done in writing prior to expiration.

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2.8 Further Covenants

CARSON CITY shall not require any payments, contributions, economic concessions, or other conditions for approvals, contemplated within or by this Development Agreement other than as provided herein, or as provided in the Board of Carson City Supervisor's approval of September 21, 2006. Nothing set forth in this paragraph is to be construed to mean that Carson City can not charge its standard permit fees.

2.10 Mutual Cooperation

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

2.11 Variances

As part of the approval of THE PROJECT, the DEVELOPER and CARSON CITY agreed that to avoid piecemeal, individual variance requests that THE PROJECT would be allowed the variances as set forth in the approvals attached hereto as Exhibit B.

III.

PUBLIC SAFETY COMPONENTS

3.1 Fire

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

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

3.2 Lighting

The DEVELOPER shall install lighting as set forth in the approvals in Exhibit B.

IV.

PROJECT WATER AND WASTEWATER SYSTEM COMPONENTS

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

CARSON CITY agrees that water and sewer connection fees for the individual living units will be based on the apartment rate of 0.5 equivalent residential customer as set forth in CCMC 12.01.030 and 12.03.030. However, the water connection fees for irrigation of private yards, commonly owned landscaping, street landscaping, or any other project landscaping shall be in addition to the connection fees for the living units. The irrigation water usage shall be estimated by a qualified landscape design professional based on numbers of proposed sprinklers and drip heads, flow rates of devices to be installed, and hours of daily, weekly and seasonal operation anticipated. The daily irrigation water demand for use in determining connection fees shall be the estimated annual volume in gallons divided by 365 days per year. The water connection fees for irrigation shall be payable upon issuance of the site improvement permit for the given phase of development.

V.

OPEN SPACE

The DEVELOPER will provide all open space and common area as approved in Exhibit B.

VI.

STREET IMPROVEMENT COMPONENTS

6.1 Curbs/Gutters

The DEVELOPER shall build all street improvements, including pavement widening, curb and gutters, sidewalks, drainage and street lighting to City standards as set forth in Exhibit B. Phasing of street improvements shall be in accordance with 2.1 of this Agreement.

6.1 Dedications

The DEVELOPER will dedicate the corners of THE PROJECT to accommodate the intersection radii at the back of the sidewalks for each Phase of the project as set forth in Exhibit B.

VII.

PROJECT CONSTRUCTION REQUIREMENTS

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

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

7.1 Grading and Slope

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

VIII.

DEFAULTS, REMEDIES, TERMINATION

8.1 General Provisions

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

After notice and expiration of the thirty (30) day period, the nondefaulting party to this Development Agreement, at its option, may institute legal proceedings pursuant to this

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Agreement. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by CARSON CITY.

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

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

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

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8.2 Enforced Delay, Extension of Time of Performance

In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to CARSON CITY within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Carson City shall not be held liable to the Developer for damages (actual, incidental or otherwise) as a result of its failure to review or approve permits and entitlements in a timely manner.

IX.

MISCELLANEOUS

9.1 Carson City Code

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

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

The proposed development shall be in accord with the objective of Title 17 of Carson

City Municipal Code.

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

9.2 Cost Reimbursement

The DEVELOPER may be entitled to pro rata reimbursement from adjacent property owners for water and/or sewer lines constructed by DEVELOPER, subject to requirements and limitations contained in CCMC 12.01.210 and 12.05.050.

X.

APPLICABLE LAW AND ATTORNEYS' FEES

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

XI.

SUCCESSORS AND ASSIGNS

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

XII.

ENTIRE AGREEMENT

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

with respect to such subject matter.

XIII.

HOLD HARMLESS AND INDEMNIFICATION

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

XIV.

PROJECT AS PRIVATE UNDERTAKING

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

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XV.

FURTHER ASSURANCES

In the event of any legal action instituted by any third party or other government entity or official challenging this Development Agreement, CARSON CITY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

Effective this 21st day of May, 2009.

ROVENTINI, LLC, a Nevada
limited liability company

CARSON CITY, a consolidated municipality

By: 
ERNESTO FLORES, Managing Member

By: _____
ROBERT CROWELL, Mayor

By: 
BARBARA RENTERIA, Managing Member

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

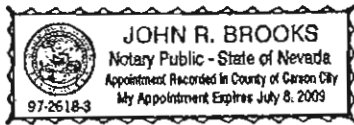
By: _____


391966

390476

STATE OF NEVADA)
 : ss.
CARSON CITY)

On June 8TH, 2009, personally appeared before me, a notary public, ERNESTO FLORES, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is a Managing Member of ROVENTINI, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing Development Agreement on behalf of said company.

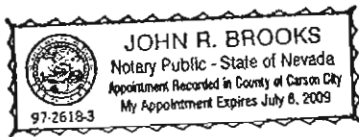





NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
CARSON CITY)

On June 8TH, 2009, personally appeared before me, a notary public, BARBARA RENTERIA, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she is a Managing Member of ROVENTINI, LLC, a Nevada limited liability company, and who further acknowledged to me that she executed the foregoing Development Agreement on behalf of said company.





NOTARY PUBLIC

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390476

XV.

FURTHER ASSURANCES

In the event of any legal action instituted by any third party or other government entity or official challenging this Development Agreement, CARSON CITY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

Effective this 21st day of May, 2009.

ROVENTINI, LLC, a Nevada
limited liability company

CARSON CITY, a consolidated municipality

By: _____
ERNESTO FLORES, Managing Member

By: 
ROBERT CROWELL, Mayor

By: _____
BARBARA RENTERIA, Managing Member

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: Melanie Burkett
Chief Deputy D.A.

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EXHIBIT "A"

All that real property situate in Carson City, Nevada more particularly as follows:

Parcels A, B, C and D as shown on the Parcel Map for Alba J. And
Eva A. Reese filed for record in the Office of the Carson City
Recorder on September 15, 1992 in Book 7 of Maps, Page 1954,
Document No. 134300.

APN's: 009-263-06, 07, 08 and 09.

EXHIBIT "B"

J:\CWARD\09R\VNTN05.AGR.WPD

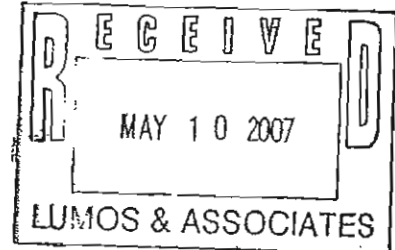
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CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL
DEVELOPMENT SERVICES



May 8, 2007

Randall M. Long, P.E.
Lumos & Associates
800 East College Pkwy
Carson City, NV 89706

Re: TPUD 06-146 Clear View Ridge
Clarifications to Conditions of Approval for Tentative Map

Dear Randall:

Due to a recent change in procedure with regard to tentative map review and approval, clarification to the amended notice of decision filed with the Carson City Clerk on Oct 19 2006 is hereby offered as follows:

- Conditions 7 through 17 were originally intended to be met by revisions to the Tentative Map. The Development Services Department is no longer requiring the Tentative Map to be revised once it has been approved by the Board of Supervisors. Consequently, conditions 7 through 17 are to be addressed with the final map and improvement plans.

Feel free to contact Jeff Sharp at 887-2305 extension 1202 should you have any questions, comments or concerns regarding this clarification.

Sincerely,

Jeffery A. Sharp, P.E.
Deputy City Engineer

Walter A. Sullivan
Planning Director

V:\Engineering\Planning Commission Reports\Tentative Map\TPUD 06-146 Clear View Ridge\TPUD 06-146
Clarifications to COAs.doc

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**DEVELOPMENT
SERVICES
DEPARTMENT**

ADMINISTRATION
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
F: 775-887-2112

**BUILDING and
SAFETY DIVISION
PERMIT CENTER**
2621 Northgate Lane, Suite 6
Carson City, NV 89706-1319
Ph: 775-887-2310
F: 775-887-2202

CAPITAL PROJECTS
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
F: 775-887-2112

CONTRACTS
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
F: 775-887-2112

ENGINEERING DIVISION
2621 Northgate Lane, Suite 54
Carson City, NV 89706-1319
Ph: 775-887-2300
F: 775-887-2283

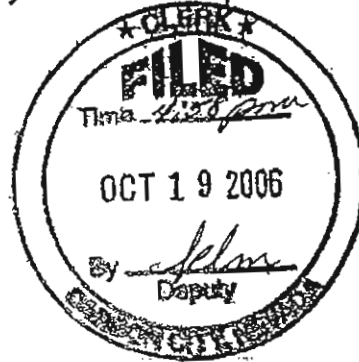
FLEET SERVICES
3303 Butti Way, Building 2
Carson City, NV 89701-3498
Ph: 775-887-2356
F: 775-887-2258

PLANNING DIVISION
2621 Northgate Lane, Suite 62
Carson City, NV 89706-1319
Ph: 775-887-2180
F: 775-887-2278

PUBLIC WORKS OPERATION
(Water, Sewer, Wastewater,
Streets, Landfill, Environmental)
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
F: 775-887-2112

TRANSPORTATION
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
F: 775-887-2112

CARSON CITY NEVADA
Consolidated Municipality and State Capital



BOARD OF SUPERVISORS
September 21, 2006

**AMENDED
NOTICE OF DECISION**

A request was received, File TPUD-06-146, an application known as Clearview Ridge from Randall Long, Lumos & Associates (property owner: Ernesto R and Renteria B. Flores) to allow development of 75 single family detached units, on property zoned Single Family One Acre (SF1A) and Retail Commercial (RC), located at 449 West Roventini Way, West Overland Street/Voltaire Street and Roventini Way APN's 009-263-02, -03, -4, and -05, pursuant to the requirements of the Carson City Municipal Code.

A request was received, File AB-06-147, from Randall Long, Lumos & Associates (property owner: Ernesto R and Renteria B. Flores), to abandon an approximately 600 foot long by 5 feet wide portion of the south right-of-way along Roventini Way and approximately 599.5 foot long by 5 foot wide portion of the north right-of-way along Overland Street, on property zoned Single Family One Acre (SF1A) and Retail Commercial (RC) located at located at 449 West Roventini Way, West Overland Street/Voltaire Street and Roventini Way APN's 009-263-02, -03, -4, and -05, pursuant to the requirements of the Carson City Municipal Code.

The Board of Supervisors conducted a public hearing on September 21, 2006, in conformance with the City and State legal requirements, and the Board of Supervisors approved TPUD-06-146, and AB-06-147 as stated above, on property located at 449 West Roventini Way, West Overland Street, Voltaire, and Roventini Way, APN's 009-263-02, -03, -04, and -05, based on the Conditions of Approval found in the staff Report. A revised site plan was shown to the Board of Supervisors which indicates 73 residential units, with 6 residential units abutting Voltair Road. The remainder of the tentative map remains the same as was shown to the Planning Commission

TPUD-06-146 CONDITIONS OF APPROVAL:

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The following shall be completed prior to construction permit or final map:

1. The final map shall be in substantial accord with the approved Tentative Map approved by the Board of Supervisors on September 21, 2006, and the Tentative Map shall be signed by the Mayor,

Planning Commission Chairman and the Planning Director.

2. The applicant must sign and return the Notice of Decision / conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, the item may be rescheduled for the next Planning Commission meeting for further consideration.
3. Water sewer and traffic reports shall be reviewed and approved by the City Engineer. A formal letter of acceptance is required. Recommendations of these reports shall be included in the subdivision improvements.
4. The applicant shall follow all recommendations contained in the project soils and geotechnical report. Two copies of the report shall be submitted with any improvement plans.
5. The applicant shall adhere to all Carson City standards and requirements for water and sewer systems, grading and drainage, and street improvements, as outlined in the Development Standards and other applicable Divisions and as required by the Standard Specifications and Details for Public Works Construction, as adopted by Carson City. No deviations from the standards are allowed unless specifically noted on the approved tentative map.
6. The applicant shall obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.

The following shall be specific revisions to the Tentative Map:

7. The revised tentative map shall be reviewed and signed by the Planning Director and City Engineer prior to improvement plan submittal.
8. The map shall contain the following note: "A blanket PUE is hereby granted in the common areas for the exclusive purpose of allowing installation and maintenance of utility facilities to each lot at locations mutually agreed upon by the owner of record at the time of installation and the utility company.

9. Show typical cross-section for Voltaire Street. Since Voltaire is a local street and parking is proposed, then it should have a 23.5 foot half-street pavement width in accordance with Carson City Drawing No. C-1.11.
10. Show typical cross-section for Cochise Street. Cochise will be considered a 3-lane urban collector with center two-way left turn lane, bike lanes and no parking. The half-street pavement width shall be 23 feet in accordance with Carson City Drawing No. C-1.11.
11. Show necessary right of way dedication at the property corners in order to accommodate the intersection radii at back of sidewalk.
12. All streets shall include streetlights, per City standards. All internal lighting shall be designed at a pedestrian scale and shall be reviewed and approved by the Planning Division.
13. Maintenance of on site improvements including alley ways, pedestrian walkways, storm drainage facilities, water, sewer, landscaping and common areas will be the responsibility of the homeowners association. Snow plowing of on site areas will also be the responsibility of the homeowners association.
14. The survey description shall be broken down into 40-acre 1/4 quarter section. This site is located in the NE quarter of the NE quarter of the referenced section.
15. Each phase of the development will have complete plans for all on site and off site improvements necessary to complete that phase.
16. The map shall reflect that any common landscaped areas, including those within the right-of-way, are to be maintained by the Homeowners Association.
17. The revised Tentative Map shall reflect exterior landings, porches, cantilevers, etc. The Tentative map shall accurately follow all components of the structure. If the property line is to be the foot print of the structure, it shall accurately follow all components of the structure.

The following shall be completed prior to final map:

18. Prior to submittal of any final map or parcel maps, Development Engineering shall review and approve all on-site and off-site improvements. 390476
19. A "will serve" letter from the water and wastewater utilities shall be provided to the Nevada Health Division prior to approval of the final map. 391966

20. Prior to the recordation of the final map for any phase of the project, the improvements associated with said phase must either be constructed and approved by the city, or the specific performance of said work secured by providing the city with a proper surety in the amount of 150% of the engineers estimate. In either case, upon acceptance of the improvements by the city, the developer shall provide the city with a property surety in the amount of 10% of the engineers estimate to secure the Developers obligation to repair defects in workmanship and materials which appear in the work within one year of acceptance by the city.

The following shall be included with the design of construction/improvement plans:

21. Street lighting is required along all frontages in accordance with Carson City Development Standards (CCDS) 12.14.
22. In accordance with CCDS 12.10 and 12.11.10, pavement sections shall be based on subgrade strength values determined by Resistance (R) Value or California Bearing Ration (CBR) as shown in the Soils Engineering Report. Refer to CCDS Division 17 for soils report requirements. In no case shall the proposed pavement section be less than the minimum section prescribed in standard drawing C-1.11.
23. Storm drainage facility improvements shall be designed in accordance with CCDS Division 14. A Technical Drainage Study is required with submittal of Improvement Plans in accordance with CCDS 14.9 through 14.10.
24. On site storm runoff detention shall be sized to limit flows from a 5-year storm (Q5) to the pre-developed condition, in accordance with CCDS 14.1.8.
25. Water mains shall be extended along all street frontages in accordance with CCDS 15.1.1.
26. Sewer mains shall be extended along Roventini Way and Overland Street.
27. Significant downstream sewer main extension is necessary along Cochise Street, Appian Way, and Junction Drive, and crossing at South Carson Street in order to provide service to the side. Coordination with neighboring developers is advised.
28. Public water mains will not be allowed within the private alley ways per NAC 445A. All water service meters shall be located within the street right of way or public utilities easement adjacent to the street in accordance with CCDS 15.3.1.d. 390476
29. Private sewer mains may be located within the private alley ways, with maintenance responsibility by the homeowners association. 39196628

30. The Landscaping proposed on site shall be in compliance with CCMC Development Standards Division 3, Landscaping.
31. Municipal water and sewer facilities, as well as natural gas, electric, telephone and cable television services shall be extended to serve the development.

The following conditions to be completed prior to submitting for construction permit or final map:

32. Final improvement plans for the development shall be prepared in accordance with CCDS Division 19 and the Standard Specifications and Details for Public Works Construction, as adopted by Carson City.
33. A stand alone Operation and Maintenance (O&M) manual shall be prepared for private storm drainage facilities, submitted to the City for review and acceptance prior to recording of the final map. This manual will assist the homeowners association with required maintenance.
34. The applicant shall obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.

The following must be submitted or included with the final subdivision map"

35. These notes shall be added to the final map:
 - A. "These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."
 - B. "All development shall be in accord with Tentative Map (TPUD-06-146)."
36. All street names shall be reviewed and approved by Carson City's GIS Department. The approved names shall be shown on the final map.
37. All final maps shall be substantially in accordance to the Directors satisfaction with the approved tentative map.
38. All other departments and State agencies conditions of approval, which are attached, shall be incorporated as conditions of approval.
39. A copy of the signed Notice of Decision. 390476
391966
40. Evidence from the City Health Department and Fire Department that the applicable

department's requirements have been satisfied, including but not limited to the location of all fire hydrants.

The following are general conditions:

41. ~~Lots not planned for immediate development shall be left undisturbed and no mass grading and clearing of natural vegetation shall be allowed.~~
42. All disturbed areas are required to have a palliative applied for dust control. Any and all grading shall comply with State and City regulations.
43. Building permits for home construction shall not be issued until streets and infrastructure improvements are deemed substantially complete by the City Engineer.
44. Hours of construction shall be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday. If the hours of construction are not adhered to, the Carson City Building Department will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.
45. A Final Subdivision Map for the property must be recorded within two years of the date of Tentative Subdivision Map approval by the Board of Supervisors. The applicant is responsible for complying with the required condition of approval and submitting a final map that complies to all conditions of approval at least 30 days prior to the tentative map expiration date. A one-year extension of the tentative map approval period may be granted by the Board of Supervisors upon written request at least 30 days prior to the tentative map expiration date.
46. Snow removal within Clear View Ridge PUD will be the responsibility of the residents/HOA and will not be performed by Carson City.
47. Pursuant to CCMC 17.05.030(11), the Tentative Map shall show the layout of the water, sewer and storm drain system.
48. Each residence will pay the storm drain utility fee at the residential rate.
49. The maximum number of residential lots is 75 for Clear View Ridge. Any increase will require a new Tentative Map.
50. Application TPUD-06-146 is subject to the approval of application AB-06-147 and application ZMA-06-145.

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51. Mail cluster boxes shall be dispersed throughout the project. The locations shall be approved by the Engineering Division, Planning Division and the United States Postal Service.
52. The construction and development of all approved amenities, including open space and support facilities shall occur no later than the construction or development of ~~twenty-five~~ thirty-one percent of the dwelling units.
53. Building plans for individual units shall be in substantial compliance with plans submitted with the tentative PUD application.
54. The Planning Director and the District Attorney's Office shall approve the development's CC & R's prior to the recording of the first final map.
55. All fencing shall meet the requirements of CCMC Development Standards Division 1.
56. The applicant will work with JAC and Pride if it is determined additional stops would be beneficial to the area.
57. No parking is allowed on any private street/alleyway.

Stipulation: The applicant representative stipulated that a modified site plan with 73 residential units (six units abutting Voltair Road with additional open space) would be utilized to meet the concerns of the Board rather than the 75 residential unit site plan, as shown at the Planning Commission meeting.

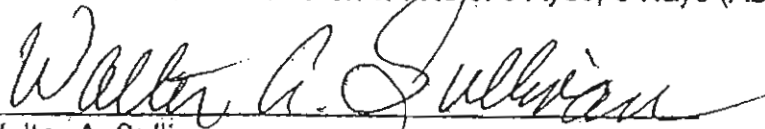
RIGHT OF WAY ABANDONMENT CONDITIONS OF APPROVAL:

1. Applicant shall provide all corrected legal descriptions, survey information and documentation necessary for the recordation of this action.
2. Existing mail cluster boxes shall be relocated to a new location approved by the United States Postal Service and the Engineering Division prior to issuance of the first building permit on this site.
3. Applicant shall provide required documents and exhibits for the abandonment of the existing public utility easements behind the right-of-way being requested for abandonment. Easement abandonment applications are available at the Planning Division. Prior to recordation of the right-of-way abandonment the abandonment of public utility easement application and related documents must be reviewed and approved for recordation by the City.

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4. Applicant shall provide required documents and exhibits to dedicate new public utility easements behind the new right of way lines. Dedication documents and exhibits shall be submitted and approved for recordation by the City prior to recordation of the abandonment of public right-of-way.
5. The abandonment is for:
 - APN: 009-263-02: The total area of the proposed abandonment is approximately 1,617 square feet more or less.
 - APN: 009-263-03: The total area of the proposed abandonment is approximately 1,617 square feet more or less.
 - APN: 009-263-04: The total area of the proposed abandonment is approximately 1,618 square feet more or less.
 - APN: 009-263-05: The total area of the proposed abandonment is approximately 1,144 square feet more or less.
6. Public utility easements will be maintained over the subject right-of-way for the continued provision and maintenance of existing utilities, until additional written information is provided.

This decision was made on a vote of 3 Ayes, 2 Nays (TPUD-06-146)
This decision was made on a vote of 5 Ayes, 0 Nays (AB-06-147)


Walter A. Sullivan
Planning and Community Development Director

WAS/df

Mailed: 10/20/06 By: RMT

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PLEASE SIGN AND RETURN THIS NOTICE OF DECISION WITHIN TEN DAYS OF RECEIPT.

APPLICANT and/or OWNER SIGNATURE

DATE

Applicant and/or Owner Printed Name

RETURN TO

Carson City Planning Division
2601 Northgate Lane, Suite 62
Carson City, NV 89706

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EXHIBIT "C"

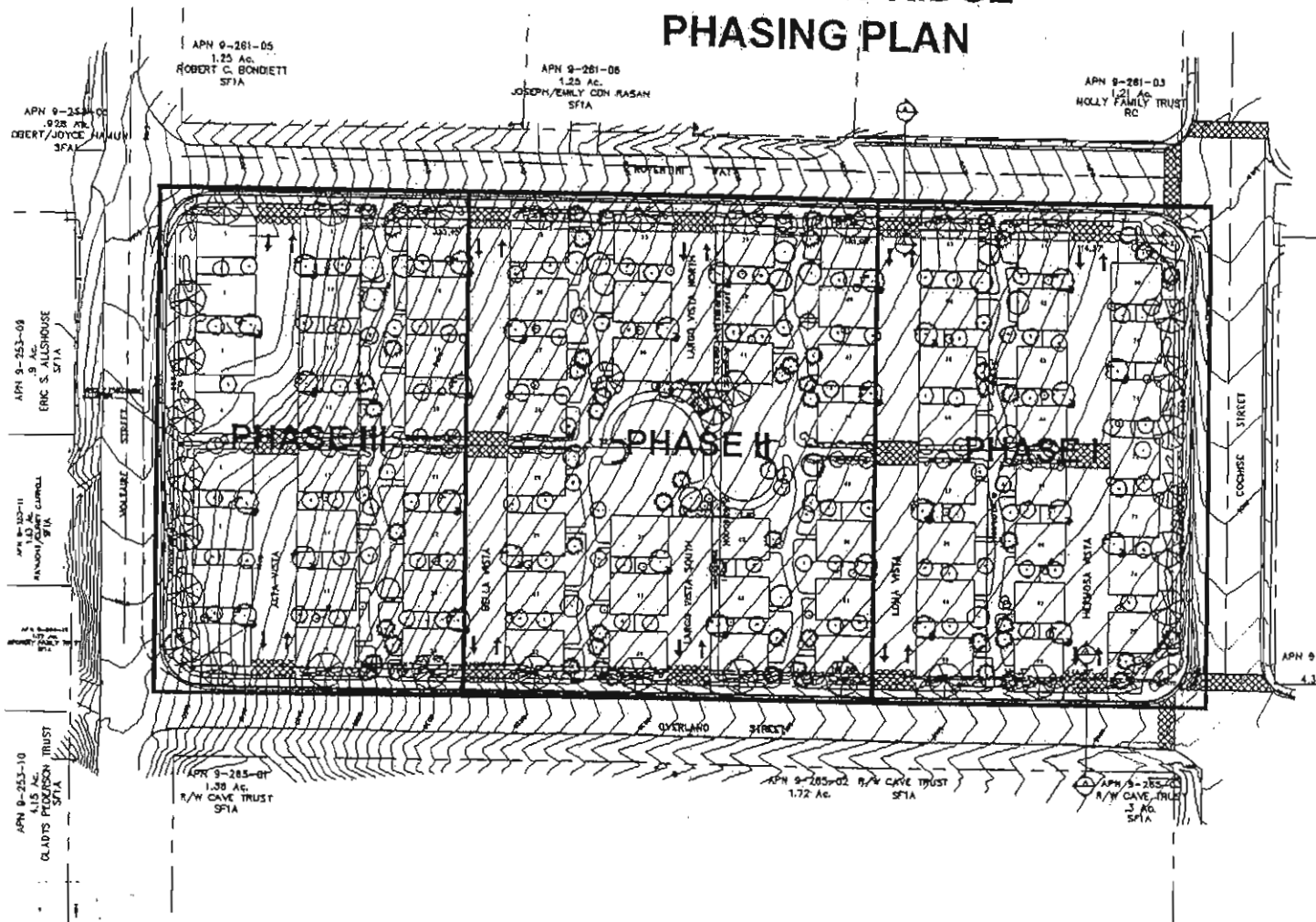
J:\CW\09RVNTN05.AGR.WPD

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CLEAR VIEW RIDGE PHASING PLAN



PHASE I	4	23
PHASE II	1	20
PHASE III	4	24
TOTAL	9	75 UNITS



1000 COLLEGE PARKWAY
CARMEL CITY, CALIFORNIA 94383
TEL: (415) 921-1111
FAX: (415) 921-1111
WWW.LUMOSENGINEERS.COM

SOIL ENGINEERING
GEOLOGICAL ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
SURVEYING
CONSTRUCTION SERVICES
WATER TREATING

CLEAR VIEW RIDGE
PHASING PLAN



P1

DATE: JULY 13, 2006
DRAWN BY: JG
DESIGNED BY: AL
CHECKED BY: AL
JOB NO.: 4412.000

PRELIMINARY
NOT FOR CONSTRUCTION

NTS

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