



YERINGTON PLANNING COMMISSION

STEVE DOUGLAS, PRESIDENT
ROBERT ARIGONI, VICE PRESIDENT
TRAVIS CROWDER
ERIC BODENSTEIN
ELMER BULL
LACEY PARROTT

YERINGTON PLANNING COMMISSION
MEETING AGENDA
JUNE 28, 2023 at 4:00 PM – CITY HALL


1. Meeting called to order, roll call reported and Pledge of Allegiance.
2. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken
3. For Possible Action: Review and Approve the Agenda.
NOTICE RE: NRS 237: When the Planning Commission approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 et seq. with respect to items on this agenda, and determines that each matter on this agenda for which a Business Impact Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, and each matter which is on this agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business. Public Comment on any item not on this agenda, and pertinent to the Planning Commission, will be received during the Public Participation/Comment portion of this meeting. This presiding officer will invite public comment pertaining to those matters on today's agenda during the planning commission's consideration of each individual matter, and before action, if any, is taken. Public comment is limited to three (3) minutes per person, per item, unless additional time is permitted, by the presiding officer.
4. For Possible Action: Approve the Planning Commission Minutes of April 26, 2023.
5. For Possible Action and recommendation to the Yerington City Council: Dave Snelgrove of CFA, Inc. on behalf of Brodie Priestly is proposing a developer's agreement application with APN 001-643-01 (Grand Estates Phase II).
6. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken

This is a tentative schedule for the meeting. The board reserves the right to take items in a different order to accomplish business in the most efficient manner and they may combine two or more agenda items for consideration. Items may also be removed from this agenda or delayed for later discussion.

NOTICE TO PERSONS WITH DISABILITIES: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Interim City Clerk at 463-3511 in advance so that arrangements may be conveniently made.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

I, Stacey Larsen, do certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Ave, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at notice.nv.gov and the City of Yerington website at www.yerington.net on the 23rd of June 2023. For questions or supporting materials regarding this agenda, please call Stacey Larsen at (775)463-3511.


Stacey Larsen, Planning Commission Secretary

The City of Yerington is an equal opportunity provider

April 26, 2023

The Yerington Planning Commission met in the City Council Chambers at 4:00 pm with the following members present:

President Steve Douglas
Commissioner Elmer Bull
Commissioner Robert Arigoni
Commissioner Eric Bodenstein
Commissioner Lacey Parrott via telephone
City Manager Robert Switzer
City Clerk Sheema D. Shaw
Building Inspector Joel Brown
Planning Commission Secretary Stacey Larsen
Attorney Chuck Zumpft via telephone

Absent:

Commissioner Travis Crowder

Guests:

Eric Anderson from Bighorn Consulting, Inc.
Pete Deterding

Agenda Approval

Commissioner Arigoni made a motion to approve the agenda for the April 26, 2023 meeting as presented, seconded by Commissioner Parrott. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

Minutes of March 22, 2023 meeting

Commissioner Bull made a motion to approve the minutes for the March 22, 2023 meeting as presented, seconded by Commissioner Arigoni. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

Special Use Permit–Eric Anderson with Bighorn Consulting, Inc. on behalf of Pete Deterding is proposing a special use permit APN 001-231-01:

Eric Anderson from Bighorn Consulting, Inc. addressed the planning commissioners for a special use permit. He stated that in December 2020 the Planning Commissioners approved an expansion in the same area, same parcel of land for twenty-five additional mobile home spaces. Since then, Mr. Pete Deterding owner of Bakerfield Parks, LP, bought the property before construction began.

Mr. Deterding decided that there was a better need for this property, to do more RV stalls instead of mobile home stalls. Mr. Anderson stated 35 more RV stalls will be located on the property. He stated they are not requesting a variance, that it's all per City RV park codes.

They will have full hookups at all 35 stalls. All RV stalls are 85-90 foot in length and will be set up with electrical pedestals to handle larger buses. Mr. Anderson stated in the southeast corner there will be a dog park and in the southwest corner will be a new restroom and shower facility.

Mr. Anderson stated that the through lanes will be paved and the RV stalls will have gravel. He stated that traffic in and out of the park will be one direction. He stated all the lanes are compliant with fire code. He stated he met with Chief Draper and will be bringing in a new fire line that will service the entire park. He stated new fire hydrants will be added to bring the park up to fire code.

He stated the park will have some common areas, some landscape areas and picnic benches. Mr. Anderson stated they will put a new mini sewer lift station next to the retention pond. He stated they can't get gravity sewer out to the colony side so they will pump the sewer. He stated it will be a private owned and maintained pump station, not a city lift station.

President Douglas asked Mr. Anderson how big a main is it going to be. Mr. Anderson said he still needs to "size it". He stated it will probably be 3 or 4 in. and will go straight to the north and drop into another manhole and then go to the second where a pump is already there. He stated there will be two pumps on the property.

Mr. Anderson stated that he met with Walker River Irrigation District about the drain that is along the entire eastern property line. WRID requested that they provide them an access road along that drain. T One does not exist right now and they have a difficult time getting to it from the colony side. President Douglas asked if there is a fence on the inside or outside of the easement. Mr. Anderson stated there is no fence, that the drain and easement are on park property so they have to provide them access. He states it's a 60-foot easement.

Special Use Permit-Eric Anderson with Bighorn Consulting, Inc. on behalf of Pete Deterding is proposing a special use permit APN 001-231-01.

Commissioner Arigoni made a motion to approve special use permit APN 001-231-01 submitted by Pete Deterding as presented, seconded by Commissioner Bull. President Douglas asked for public comments, there were no public comments and the motion carried unanimously.

There being no further business the meeting was adjourned.

Steve Douglas
Planning Commissioner President

Stacey Larsen
Planning Commission Secretary

When recorded, mail to:
City Clerk
City of Yerington
14 E. Goldfield Avenue
Yerington, Nevada 89447

DEVELOPMENT AGREEMENT

For Development of Off-Site (Sewer) Improvement

For Grand Estates Phase 2

Yerington, Nevada

Article 1. Parties, definitions, and property description

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

“Developer” Creative Homes Investment Group, LLC,
 A Nevada limited liability corporation
 239 Linden Street
 Reno, NV 89502

“City” City of Yerington, a municipal corporation
 14 E. Goldfield Avenue
 Yerington, Nevada 89447

Key definitions in this Agreement are:

“Project” means the 36-lot single family residential subdivision known as Grand Estates Phase 2 on a tentative subdivision map (2023-5-25) approved pursuant to Chapter 278 of the Nevada Revised Statutes (“**NRS**”) by the City Council for the City of Yerington (“**City Council**”), APN 001643-01.

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

Article 2 Recitals.

- A. Brodie Steven Priestly is the Owner of the Project Property.
- B. The Grand Estates Tentative Subdivision Map was originally approved in 2005 by the Yerington City Council. The approval included a total of 64 residential lots in two phases. Phase 1 was approved through a final map and the roadways, utility lines (excluding off-site sewer) and drainage improvements were constructed along with separated pedestrian access. Before final mapping of Phase 2 of the project was approved, the tentative map expired.
- C. Development within Phase 1 of Grand Estates has necessitated that each home provides a septic and leach field system on each developed lot as the community sewer system was never completed.
- D. On January 9, 2023, the Yerington City Council approved a tentative subdivision map (2023-5-25) for the Grand Estates Phase 2 subject to Conditions of Approval ("Conditions").
- E. Part of the improvements proposed and required with the development of Grand Estates Phase 2 is the completion of the community sewer system, which includes off-site improvements associated with the sewer lift station and sewer lines connecting to the Lyon County gravity sewer system near Penrose Drive and Scarsdale Drive
- F. Pursuant to NRS 278.02598, the City Council has the authority to negotiate development agreements to carry out plans for infrastructure to serve a development. In addition, the City Council has the power and authority to adopt an ordinance approving a development agreement for off-site improvements pursuant to Section 11-7-1(b), of the Yerington Municipal Code ("Code").
- G. Acknowledging the foregoing, the parties desire to enter into this Agreement for off-site utilities to serve the Grand Estates subdivision, and to provide for such other matters as set.

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 approved tentative subdivision map for Grand Estates Phase 2 allows for the development of 36 single family lots with all utility, roadway and pedestrian accesses, as presented, conditioned and approved by the Yerington City Council (Case No. 2023-5-25 on January 9, 2023). Construction of the approved development will include the off-site improvements necessary for the connection of the sewer lines within the Grand Estates subdivision to an operable community sewer system. Improvements to be made include:

- A. Completion of construction of the Grand Estates Sewer Lift Station.
- B. Installation of a sewer force main connected to the Lyon County gravity sewer

system near Penrose Drive and Scarsdale Drive free of all encumbrances.

C. Any required easements for the lift station or forcemain.

All facilities will be constructed and proven operational and dedicated to the City of Yerington after inspection and confirmation of operability of the system.

Section 3.2 Timeframe for Completion of Off-Site Improvements.

- A. The time allowance for completing the off-site improvements described in section 3.1 shall be 5 years from the date of approval of the tentative subdivision map for Grand Estates Phase 2 (January 9, 2028) or prior to the issuance of the first certificate of occupancy for any lot within Grand Estates Phase 2, whichever is first.
- B. Off-site sewer improvements will be offered for dedication to the City of Yerington.
- C. A one (1) year warranty period ("Warranty Period") shall be provided for the new facilities. The one (1) year warranty period shall begin on the date of the first hook-up (certificate of occupancy) for the first home within Grand Estates Phase 2 and acceptance of the off-site sewer infrastructure improvements by the City of Yerington. All sewer privilege to connect fees shall be paid prior to the recordation of the final map. Sewer privilege to connect fees shall be capped at the current rate of \$3,800.00 per lot during the four-year tentative map approval period.
- D. As-Builts and operations and maintenance manuals ("Closeout Documents") shall be provided at the start of the Warranty Period.
- E. This agreement shall be terminated at the acceptance of the dedication of the facilities/sewer improvements described above. Review and consideration for acceptance of the facilities/sewer improvements shall not be delayed by the City of Yerington when requested by the developer. The date of termination of this agreement shall not extend beyond six (6) years from the date of the tentative subdivision map approval for Grand Estates Phase 2 or at the closure of the Warranty Period, whichever is first ("Termination Date").
- F. Any easements needing to be assigned to the City of Yerington for the facilities covered under this development agreement shall be assigned at the time of dedication.
- G. If the date for completion of the required off-site sewer improvements falls on a weekend day or legal holiday in the State of Nevada, then the date for such requirement for completion shall be extended to the next business day. The term "business day" means a day that is not Saturday, Sunday or legal holiday in the State of Nevada.

Section 3.3 Limitation.

The provisions of NRS 278.0201 apply to this Agreement.

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, and has been recorded in the Official Records of Lyon County.

Section 4.2 Expiration and Cancellation

Unless amended or cancelled, in whole or in part, pursuant to NRS 278.0205, this Agreement shall expire upon the Termination Date set forth in Section 3.2 above. 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 the Agreement shall be a breach of this Agreement, and the breaching party shall have 60 days after receipt of notice delivered in accordance with Section 4.7 below by the nonbreaching party to cure such breach. This notice and cure period do not extend the final map deadlines set forth in Section 3.2 above.

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.

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 agreement, 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 of 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 Reserved.

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 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; assignments/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 include a waiver or abrogation of any defense to payment by the City of Yerington, 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 Agreements

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.

‘[Signature Page Follows]

EXECUTED on the dates indicated:

CITY OF YERINGTON,

a municipal corporation

Dated _____, 2023

By: _____

Its: _____

Attest:

City Clerk

Developer:

CREATIVE HOMES INVESTMENT
GROUP, LLC

a Nevada limited liability corporation

Dated _____, 2023

By:
Print Name: _____
Its: Manager

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by

Manager of Creative Homes Investment Group,
LLC, a Nevada limited liability corporation

Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

[SEE FOLLOWING PAGE]

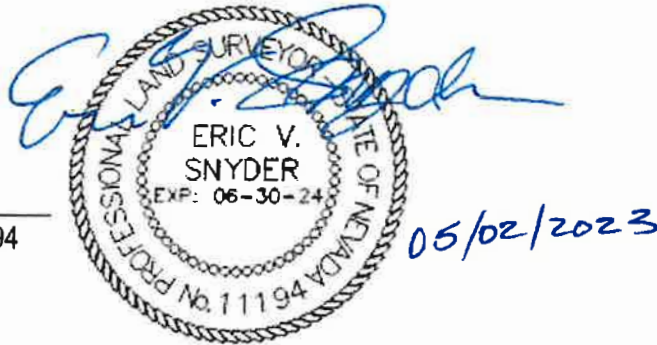
EXHIBIT "A"
LEGAL DESCRIPTION
GRAND ESTATE PHASE II

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

Lot A as shown on the Map of Grand Estates Phase 1, recorded in the Official Records of Lyon County, Nevada on January 11, 2007, as Document No. 398664.

The above description appeared previously in that certain Grant, Bargain, Sale Deed recorded November 4, 2021, as Document No. 647574 in the Official Records of Lyon County, Nevada.

Eric V. Snyder, PLS 11194
CFA Inc.
1150 Corporate Blvd.
Reno, NV 89502





NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources

Steve Sisolak, *Governor*
James R. Lawrence, *Acting Director*
Greg Lovato, *Administrator*

October 14, 2022

Jay Flakus
Public Works Director – City of Yerington
14 E. Goldfield Avenue
Yerington, NV 89447

Re: Tentative Map – Grand Estates Phase 2
36 lots in the City of Yerington

Dear Mr. Flakus:

The Nevada Division of Environmental Protection has reviewed the above referenced subdivision and recommends denial of said subdivision with respect to water pollution and sewage disposal.

The submittal was found to be incomplete, and the following items need to be addressed to facilitate further review:

- Items 5d through 5g on the checklist were not addressed.
- Item 7 on the checklist was not addressed.
- Item 9 on the checklist was not addressed.

Please ensure that the corrections are made, and the resubmitted plans are stamped and wet-signed in non-black ink on each page.

If you have any questions regarding this letter, please contact me at (775) 687-9439 or amholt@ndep.nv.gov.

Sincerely,

April Holt, PE
Technical Services, Compliance, and Enforcement
Bureau of Water Pollution Control

Enclosure: Requirements for the Review of a Tentative Subdivision Map in Rural Counties (Checklist)

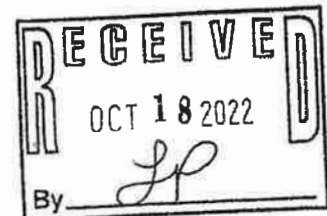
CC: Dave Snelgrove – CFA, Inc. 1150 Corporate Blvd., Reno, NV 89502

Control No. 14990

City of Yerington NV



AB3FA33





Developers Agreement Application

CITY OF YERINGTON

14 E. Goldfield Ave

YERINGTON, NV 89447

Engineer/Surveyor: CFA, Inc, Kathleen Knight, PE (775) 463-3511 & Dave Snelgrove, AICP Owner: Brodie Steven Priestly

Address: 1150 Corporate Blvd Address: 1547 US Hwy 395N

City/State/Zip: Reno, NV 89502 City/State/Zip: Minden, NV 89423

Telephone: 775-856-7074 - Kathleen Telephone: 775-856-7073 - Dave

LEGAL DISCRIPTION OF PROPERTY

Grand Estates

Tentative Map Name: Phase II Assessor's Parcel Number: 001-643-01

Tentative Map Approval Date: To be determined

REQUIRED ITEMS FOR APPLICATION

1. Property Tax: Showing taxes are paid current on subject property.
2. List of names and addresses of property owners of land immediately adjoining the area proposed to be platted. (City staff will procure list.)
3. Application Fee: The fee shall be \$3,500 and payable at the time of filing the application. Non-refundable. Applicant shall be responsible for all other fees assessed by state or local agencies in conjunction with this map.

NOTE: If applicant is not the owner, the owner's acknowledgement that they are in agreement with the Developers Agreement filing is required.

OWNER'S CERTIFICATE

I, Brodie S Priestley, Owner in fee of the described property, state that this Developers Agreement/application has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.

[Signature]
Signature of Owner

State of NEVADA

County of Douglas

Subscribed and sworn to before me this 25th day of August, 2020

[Signature]
Notary Public

Seal:

PW-36 Developers Agreement Application - City of Yerington Rev07/22
The City of Yerington is an equal opportunity provider



LIST OF NAMES AND ADDRESSES OF PROPERTY OWNERS OF LAND IMMEDIATELY ADJOINING THE AREA PROPOSED TO BE PLATTED. Use current Assessor's parcel maps and current ownership pages. The names and addresses can be highlighted on the Assessor's parcel maps and ownership sheets and does not require you're transferring the information to this paper.

Parcel Number	Legal Owner	Physical Address	Mailing Address	Mailing City/State	Mailing Zip Code
001-641-02	MANHOMER PROJECT MANAGEMENT LLC	100 CHATEAU WAY	2018 FAIRWOOD DR	RENO, NV	89502
001-641-03	MANHOMER PROJECT MANAGMENT LLC	102 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-04	CHICAS RENTALS LLC	104 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-05	HOYT & MEYERS PARTNERSHIP	106 CHATEAU WAY	24 WILSHIRE DR	RENO, NV	89506
001-641-06	HOYT & MEYERS PARTNERSHIP	108 CHATEAU WAY	24 WILSHIRE DR	RENO, NV	89506
001-641-07	HOYT & MEYERS PARTNERSHIP	110 CHATEAU WAY	24 WILSHIRE DR	RENO, NV	89506
001-641-08	CHICAS RENTALS LLC	112 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-09	CHICAS RENTALS LLC	114 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-10	MANHOMER PROJECT MANAGEMENT LLC	116 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-11	MANHOMER PROJECT MANAGEMENT LLC	200 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-12	MANHOMER PROJECT MANAGEMENT LLC	202 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-13	CHICAS RENTALS LLC	204 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-14	CHICAS RENTALS LLC	206 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-15	CHICAS RENTALS LLC	208 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-16	BOOKER, SAVANNAH / CLARK, ELIJAH	210 CHATEAU WAY	210 CHATEAU WAY	YERINGTON, NV	89447
001-641-17	PRIESTLEY, BRODIE STEVEN	315 CHATEAU WAY	1547 US HWY 395 N	Gardnerville, NV	89423
001-641-18	MANHOMER PROJECT MANAGEMENT LLC	313 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-19	MANHOMER PROJECT MANAGEMENT LLC	311 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-20	CREATIVE HOMES INVESTMENTS GROUP LLC	309 CHATEAU WAY	4690 LONGLEY LN # 13	RENO, NV	89502
001-641-21	CREATIVE HOMES INVESTMENTS GROUP LLC	307 CHATEAU WAY	4690 LONGLEY LN # 13	RENO, NV	89502
001-641-22	CREATIVE HOMES INVESTMENTS GROUP LLC	305 CHATEAU WAY	4690 LONGLEY LN # 13	RENO, NV	89502
001-641-23	CHICAS RENTALS LLC	303 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-24	REID, DANIEL & JANET MAE	301 CHATEAU WAY	P O BOX 61713	RENO, NV	89506
001-642-01	ROE, KYLEE M / RIFE, DAVID S	411 TERRACE LN	411 TERRACE LN	YERINGTON, NV	89447
001-642-02	CREATIVE HOMES INVESTMENTS GROUP LLC	409 TERRACE LN	4690 LONGLEY LN # 13	RENO, NV	89502
001-642-03	CREATIVE HOMES INVESTMENTS GROUP LLC	407 TERRACE LN	4690 LONGLEY LN # 13	RENO, NV	89502
001-642-04	CARPENTER, KORIN	405 TERRACE LN	405 TERRACE LN	YERINGTON, NV	89447
001-642-05	REID, JOHN H & TAMMIE J	403 TERRACE LN	403 TERRACE LN	YERINGTON, NV	89447
001-642-06	HARRINGTON, MICHAEL LEE & LORI ANN	401 TERRACE LN	401 TERRACE LN	YERINGTON, NV	89447

CITY OF YERINGTON
BUILDING DEPARTMENT
14 EAST GOLDFIELD AVENUE
YERINGTON, NV 89447
(775) 463-3511

LYON COUNTY CLERK'S OFFICE

PROPERTY TAX: Signature required from the County Clerk's Office showing property taxes are currently paid on subject property.

I, Shelby Silveira, hereby certify that all required property taxes are currently paid on Assessor's Parcel Number(s):

- 001-643-01
- _____
- _____
- _____
- _____
- _____
- _____

Dated this 26th day of August, 2022

Shelby Silveira, Deputy Clerk
LYON COUNTY CLERK

When recorded, mail to:
City Clerk
City of Yerington
14 E. Goldfield Avenue
Yerington, Nevada 89447

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For Grand Estates Phase 2

Yerington, Nevada

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"City"	City of Yerington, a municipal corporation 14 E. Goldfield Avenue Yerington, Nevada 89447

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- C. Development within Phase 1 of Grand Estates has necessitated that each home provides a septic and leach field system on each developed lot as the community sewer system was never completed.
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Article 3. Development Matters.

Section 3.1 Development Standards.

The approved tentative subdivision map for Grand Estates Phase 2 allows for the development of 36 single family lots with all utility, roadway and pedestrian accesses, as presented, conditioned and approved by the Yerington City Council per (*enter city case number* on _____, 2022). Construction of the approved development will include the off-site improvements necessary for the connection of the sewer lines within the Grand Estates subdivision to an operable community sewer system. Improvements to be made include:

- A. Completion of construction of the Grand Estates Sewer Lift Station.

- B. Installation of a sewer force main connected to the Lyon County gravity sewer system near Penrose Drive and Scarsdale Drive.
- C. Any required easements for the lift station or force main. [MAY NEED TO ADD RECORDATION DOC #'S AND DATES FOR EASEMENTS IF THIS DOCUMENT BECOMES TRIGGER FOR ASSIGNMENT OF EASEMENTS]

All facilities will be constructed and proven operational and dedicated to the City of Yerington after inspection and confirmation of operability of the system.

Section 3.2 Timeframe for Completion of Off-Site Improvements.

- A. The time allowance for completing the off-site improvements described in section 3.1 shall be 5 years from the date of approval of the tentative subdivision map for Grand Estates Phase 2 (, 2027) or prior to the issuance of the first certificate of occupancy for any lot within Grand Estates Phase 2, whichever is first.
- B. Off-site sewer improvements will be offered for dedication to the City of Yerington.
- C. A one (1) year warranty period ("Warranty Period") shall be provided for the new facilities. The one (1) year warranty period shall begin on the date of the first hook-up (certificate of occupancy) for the first home within Grand Estates Phase 2.
- D. As-Builts and operations and maintenance manuals ("Closeout Documents") shall be provided the within 2 months after the start of the Warranty Period.
- E. This agreement shall be terminated at the acceptance of the dedication of the facilities/sewer improvements described above. Review and consideration for acceptance of the facilities/sewer improvements shall not delayed by the City of Yerington when requested by the developer. The date of termination shall of this agreement shall not extend beyond six (6) years from the date of the tentative subdivision map approval for Grand Estates Phase 2 or at the closure of the Warranty Period, whichever is first ("Termination Date").
- F. Any easements needing to be assigned to the City of Yerington for the facilities covered under this development agreement shall be assigned at or before the close of the Warranty Period. [WE COULD MAKE THIS DEVELOPMENT AGREEMENT THE TRIGGER FOR ASSIGNMENT – NEED TO DISCUSS WITH CITY OF YERINGTON ON WHICH WAY TO GO WITH THIS]
- G. If the date for completion of the required off-site sewer improvements falls on a weekend day or legal holiday in the State of Nevada, then the date for such requirement for completion shall be extended to the next business day. The term "business day" means a day that is not Saturday, Sunday or legal holiday in the State of Nevada.

Section 3.3 Limitation.

The provisions of NRS 278.0201 apply to this Agreement.

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, and has been recorded in the Official Records of Lyon County.

Section 4.2 Expiration and Cancellation

Unless amended or cancelled, in whole or in part, pursuant to NRS 278.0205, this Agreement shall expire upon the Termination Date set forth in Section 3.2 above. 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 the Agreement shall be a breach of this Agreement, and the breaching party shall have 60 days after receipt of notice delivered in accordance with Section 4.7 below by the nonbreaching party to cure such breach. This notice and cure period do not extend the final map deadlines set forth in Section 3.2 above.

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.

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 agreement, 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 of 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 Reserved.

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 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; assignments/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 include a waiver or abrogation of any defense to payment by the City of Yerington, 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 Agreements

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.

‘[Signature Page Follows]

EXECUTED on the dates indicated:

CITY OF YERINGTON, a
municipal corporation

Dated _____, 2022

By: _____

Its: _____

Attest:

City Clerk

Developer:

CREATIVE HOMES INVESTMENT
GROUP, LLC
a Nevada limited liability corporation

Dated _____, 2022

By:
Print Name: _____
Its: Manager

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by

Manager of Creative Homes Investment Group
LLC, a Nevada limited liability corporation

Notary Public

My Commission Expires: _____



TENTATIVE MAP APPLICATION

CITY OF YERINGTON

14 E. Goldfield Ave

YERINGTON, NV 89447

(775) 463-3511

Engineer/Surveyor: CFA, Inc. Kathleen Knight, PE & Dave Snelgrove AICP Owner: Brodie Steven Priestly
Address: 1150 Corporate Blvd. Address: 1547 US Hwy 395N
City/State/Zip: Reno, NV 89502 City/State/Zip: Minden, NV 89423
Telephone: 775-856-7074 - Kathleen Telephone: 775-856-7073 - Dave

LEGAL DISCRPTION OF PROPERTY

Assessor's Parcel Number: 001-643-01
Existing Zoning District: RR-20

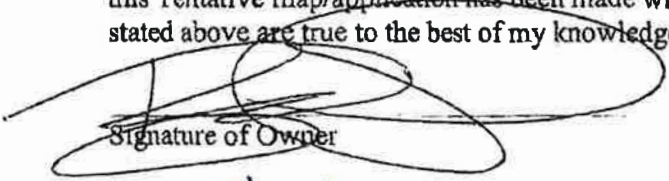
REQUIRED ITEMS FOR APPLICATION

1. Fifteen (16) copies of the Tentative Map.
 - a. Fifteen sets to be a twenty-four inches by thirty-two inches (24" x 32")
 - b. One set to be eleven inches by seventeen inches (11" x 17")
2. Property Tax: Showing taxes are paid current on subject property.
3. List of names and addresses of property owners of land immediately adjoining the area proposed to be platted. (City staff will procure list.)
4. Application Fee: The fee shall be \$1,000.00 plus \$20.00 per parcel/lot payable at the time of filing the application. Non-refundable. Applicant shall be responsible for all other fees assessed by state or local agencies in conjunction with this map.

NOTE: If applicant is not the owner the owner's acknowledgement that they are in agreement with the tentative map filing is required.

OWNER'S CERTIFICATE

I, Brodie S. Priestley, Owner in fee of the described property, state that this Tentative map/application has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.


Signature of Owner

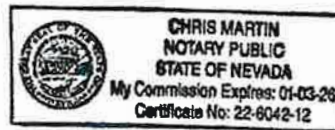
State of Nevada)

County of Douglas)

Subscribed and sworn to before me this 3rd day of August, 2022 


Notary Public

Seal:



LIST OF NAMES AND ADDRESSES OF PROPERTY OWNERS OF LAND IMMEDIATELY ADJOINING THE AREA PROPOSED TO BE PLATTED. Use current Assessor's parcel maps and current ownership pages. The names and addresses can be highlighted on the Assessor's parcel maps and ownership sheets and does not require you're transferring the information to this paper.

Parcel Number	Legal Owner	Physical Address	Mailing Address	Mailing City/State	Mailing Zip Code
001-641-02	MANHOME PROJECT MANAGEMENT LLC	100 CHATEAU WAY	2018 FAIRWOOD DR	RENO, NV	89502
001-641-03	MANHOME PROJECT MANAGEMENT LLC	102 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-04	CHICAS RENTALS LLC	104 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-05	HOYT & MEYERS PARTNERSHIP	106 CHATEAU WAY	24 WILSHIRE DR	RENO, NV	89506
001-641-06	HOYT & MEYERS PARTNERSHIP	108 CHATEAU WAY	24 WILSHIRE DR	RENO, NV	89506
001-641-07	HOYT & MEYERS PARTNERSHIP	110 CHATEAU WAY	24 WILSHIRE DR	RENO, NV	89506
001-641-08	CHICAS RENTALS LLC	112 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-09	CHICAS RENTALS LLC	114 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-10	MANHOME PROJECT MANAGEMENT LLC	116 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-11	MANHOME PROJECT MANAGEMENT LLC	200 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-12	MANHOME PROJECT MANAGEMENT LLC	202 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-13	CHICAS RENTALS LLC	204 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-14	CHICAS RENTALS LLC	206 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-15	CHICAS RENTALS LLC	208 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-16	BOOKER, SAVANNAH / CLARK, ELIJAH	210 CHATEAU WAY	210 CHATEAU WAY	YERINGTON, NV	89447
001-641-17	PRIESTLEY, BRODIE STEVEN	315 CHATEAU WAY	1547 US HWY 395 N	Gardnerville, NV	89423
001-641-18	MANHOME PROJECT MANAGEMENT LLC	313 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-19	MANHOME PROJECT MANAGEMENT LLC	311 CHATEAU WAY	821 W BRIDGE ST	YERINGTON, NV	89447
001-641-20	CREATIVE HOMES INVESTMENTS GROUP LLC	309 CHATEAU WAY	4690 LONGLEY LN # 13	RENO, NV	89502
001-641-21	CREATIVE HOMES INVESTMENTS GROUP LLC	307 CHATEAU WAY	4690 LONGLEY LN # 13	RENO, NV	89502
001-641-22	CREATIVE HOMES INVESTMENTS GROUP LLC	305 CHATEAU WAY	4690 LONGLEY LN # 13	RENO, NV	89502
001-641-23	CHICAS RENTALS LLC	303 CHATEAU WAY	P O BOX 1268	SPARKS, NV	89432
001-641-24	REID, DANIEL & JANET MAE	301 CHATEAU WAY	P O BOX 61713	RENO, NV	89506
001-642-01	ROE, KYLEE M / RIFE, DAVID S	411 TERRACE LN	411 TERRACE LN	YERINGTON, NV	89447
001-642-02	CREATIVE HOMES INVESTMENTS GROUP LLC	409 TERRACE LN	4690 LONGLEY LN # 13	RENO, NV	89502
001-642-03	CREATIVE HOMES INVESTMENTS GROUP LLC	407 TERRACE LN	4690 LONGLEY LN # 13	RENO, NV	89502
001-642-04	CARPENTER, KORIN	405 TERRACE LN	405 TERRACE LN	YERINGTON, NV	89447
001-642-05	REID, JOHN H & TAMMIE J	403 TERRACE LN	403 TERRACE LN	YERINGTON, NV	89447
001-642-06	HARRINGTON, MICHAEL LEE & LORI ANN	401 TERRACE LN	401 TERRACE LN	YERINGTON, NV	89447

**CITY OF YERINGTON
BUILDING DEPARTMENT
14 EAST GOLDFIELD AVENUE
YERINGTON, NV 89447
(775) 463-3511**

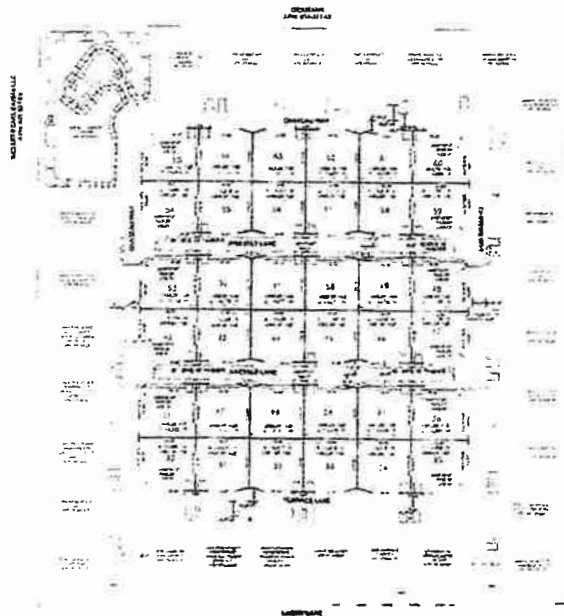
Grand Estates Phase 2

Project Summary and Feasibility Review

Project Summary

The subject property proposed for development represents the completion of a previously approved, partially lotted, and constructed subdivision (Grand Estates). The proposed project site encompasses Phase II of that previously approved tentative map. Unfortunately, after final mapping of the Phase 1 area of Grand View Estates in the Mid-2000's, the tentative map expired, and the Phase 2 area of the Grand Estates project was never completed. This application represents a new submittal for the phase 2 area of the project to complete the lotting and development of the subdivision. New conditions of approval that meet current City of Yerington code are expected as part of this project review and approval.

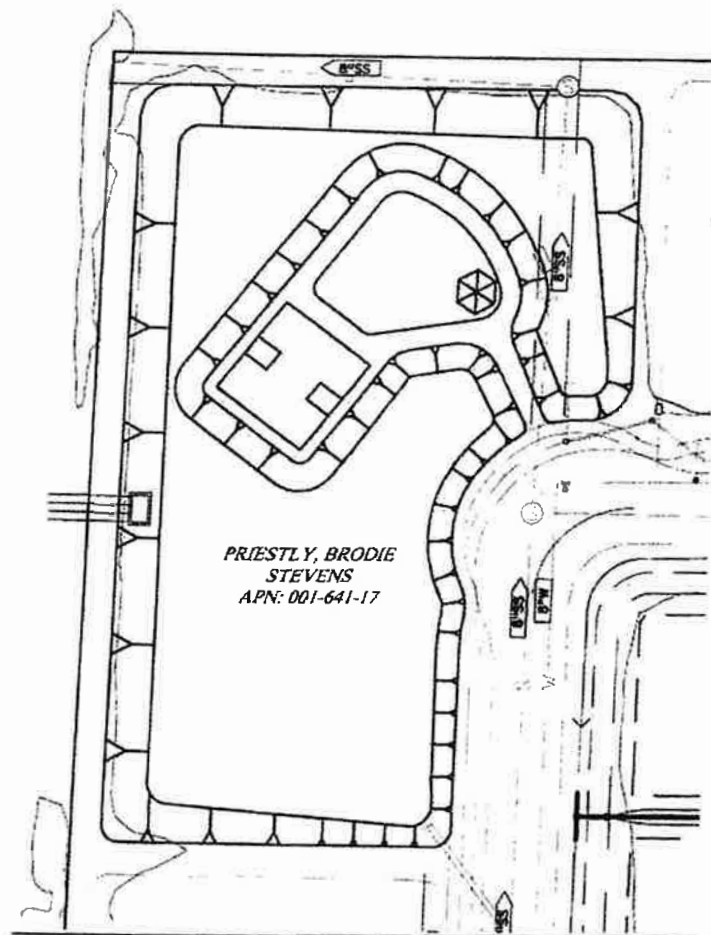
The proposed development, Grand Estates Phase2 is proposed to contain 36 total lots following the same lotting pattern and general lot sizes that had been previously approved. There are 28 existing subdivided single family residential lots within the Grand Estates project area that were final mapped under Phase 1 of the project. Only a small percentage of the existing lots have been developed, to date. There are only 9 different owners of these 28 lots. Many of the lots appear to be in investment holdings and it is anticipated that the additional improvements within the subdivision area will help facilitate development of the remaining vacant lots. This will help to increase the available housing stock in the area. A copy of the Grand Estates Tentative Site Plan is provided below showing the location of the proposed 36 lots relative to the existing Phase 1 lots in Grand Estates.



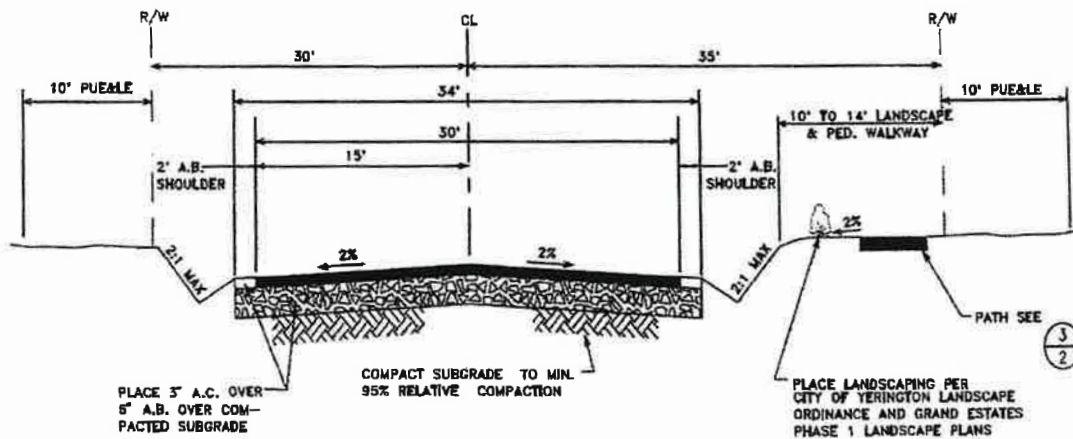
Project benefits

Sanitary Sewer Improvements - The project will make necessary improvements to the existing sewer lift station and sewer lines to connect the site to a sanitary sewer system, as was originally envisioned with the approval of the Grand Estates subdivision. The sewer system improvements will benefit not only the currently proposed 36 lot Grand Estates Phase 2 project, but the existing lots in the Phase 1 area.

Park Improvements - In addition to an expanded pedestrian access system within the Grand Estates subdivision with this re-approval of the Phase 2 portion of the project, the recreational area had been proposed as part of the project will be completed. This facility was and will be located on APN 011-641-17, a 1.82-acre parcel that is identified to be a park/detention basin parcel. The park improvements are designed to be at the bottom of the detention area and will need to include improvements that will have minimal to no damage if covered with water for short periods. Conceptual level improvement can be seen on the project mapping of this area in the northwestern corner of the Grand Estates Phase I parcels. A snapshot of the park/detention parcel with conceptual improvements identified is provided below.



Vehicular and Pedestrian Improvements - The project will help to complete the vehicular and pedestrian access that was originally approved with the Grand Estates Tentative Map. Below is a street section showing pedestrian access on one side of the two new streets within the subdivision. It should be noted that the street and pad grading for this second phase of the subdivision was done with the original earthwork and construction of Phase I of the Grand Estates subdivision but the physical improvement were not completed and the second phase of the project expired.

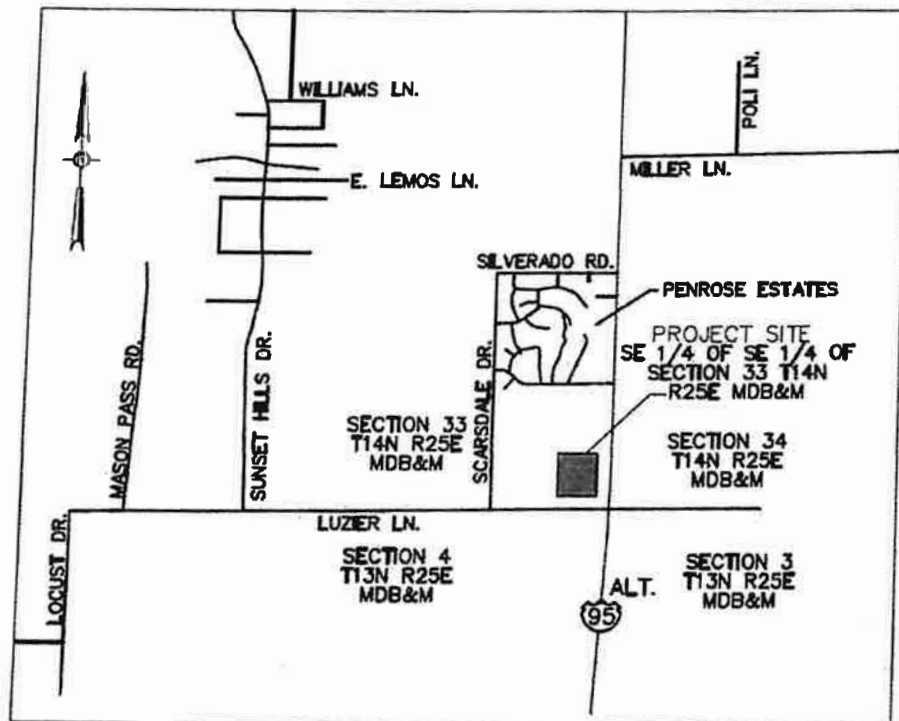


Feasibility Review

Following are question provided in the City of Yerington Code addressing site considerations through a feasibility report. Responses to each question presented in code section 11-3-1 are provided with a response to each.

1. Location: Location of the proposed development by reference to commonly known landmarks or road and the approximate distance of the development therefrom and general topography of site;

RESPONSE: The proposed development is located interior to the Grand Estates Subdivision Phase 1 which was approved in 2006. It is on the Northwest corner of Luzier Lane and US-95. A vicinity map showing the proposed project location is provided below.



LOCATION MAP
NOT TO SCALE

2. Size: Approximate size of the proposed development and the number of building sites for dwelling units planned;

RESPONSE: The Grand Estates Phase 2 parcel/development area is 13.80+/-AC. There are 36 lots proposed with the project that will constitute the completion of the 64 total residential lots that were originally approved within the Grand Estates Subdivision.

3. Water Availability: Will-serve letter from the city or information as to how domestic water service will be provided;

RESPONSE: An intent to serve letter has been requested from the City of Yerington Public Works Department. Based on conversation with Jay Flakus, this letter is expected with the submittal of this application and will be part of the application review.

4. Electrical Availability: Name of the utility company which will serve the area and statement of ability and willingness of such company to provide electrical power to the proposed development;

RESPONSE: NV Energy electric service has been provided in the streets with Grand Estates Phase 1 suitable to provide service to the entire, previously approved subdivision (Phases 1 and 2). Appropriate connections to the existing service that loops the proposed subdivision area will be provided with the construction of the 36 lots included in this project.

5. Telephone Availability: Name of the telephone company which will serve the area and statement of ability and willingness of such company to provide telephone service to the proposed development;

RESPONSE: AT&T has lines within the existing Grand Estates Phase 1 development and these existing lines were designed and placed to handle the entire, previously approved subdivision (Phases 1 and 2). Appropriate connections to the existing service that loops the proposed subdivision area will be provided with the construction of the 36 lots included in this project.

6. Natural Gas Availability: Name of utility company which will serve the area and statement of ability and willingness of such company to provide natural gas service to the proposed development;

RESPONSE: Contact with Southwest Gas indicates that natural gas service is not provided in this subdivision area. As such, natural gas service will need to be provided by propane. There are several services that can provide propane to the future homes, including AmeriGas and Bi-State Propane.

7. Cable Television: Name of cable company which will serve the area and statement of ability and willingness of such company to provide cable service to the proposed development. Type of service available;

RESPONSE: Contact with Charter Communications indicates that there is no hard-wired cable service in the area of the proposed subdivision. Television services can be provided in multiple ways through Dish Network, Direct TV and satellite internet-based services. Provision of such service is based on availability, quality of service offered by the providers

and personal choice. As such, this service will be to the determination of the future homeowners.

8. Sewage Disposal: Will-serve letter from city;

RESPONSE: The proposed development has worked with the City of Yerington and Lyon County in design and easement locations and approvals to address sewer service to both Phase 1 and 2 of the Grand Estates subdivision. This design, review and approval effort took a considerable amount of time, but the necessary parties and agencies have approved and the improvements necessary to the lift station and lines will be completed with the development of this proposed subdivision (Grand Estates Phase 2)

9. Fire Protection: Distance from the nearest firefighting equipment and adequacy of existing services;

RESPONSE: The proposed development is located 3+/- miles from the Yerington Mason Valley Fire located at 30 Nevin Way. In addition, the Mason Valley Fire Protection Fire station is located 3.5+/- miles from the site.

10. Legal Access: Existing or proposed legal access from the proposed development to city, county or state maintained roads;

RESPONSE: The proposed development is located interior to the Grand Estates Subdivision Phase 1 and is accessible from Chateau Way and Terrace Lane. Chateau Way connects at two points to Luzier Lane, which connects to US Route 95A, providing appropriate primary and secondary access routes for emergency service requirements.

11. Parks and Recreational Areas: Parks and recreational facilities in the general area of the proposed development; distance and access to such facilities;

RESPONSE: The proposed project will make park improvements on APN 011-641-17, an existing 1.82-acre parcel within Phase 1 of the Grand Estates Subdivision. This parcel has been assigned to be the park/detention basin site within the overall Grand Estates subdivision. This proposed facility will be within the Grand Estates subdivision and within walking distance for all residents, whether in Phase 1 or 2. The next nearest public park facilities are located, generally at the northern end of the City of Yerington and include the Joe Parr Sports Complex, Mountainview Park, Soroptimist Park and Veterans Park. These facilities are 2.5 Miles from the proposed development, at a minimum.

12. Covenants, conditions and restrictions (CC&Rs) if tract restrictions are proposed, general description of contents or submit a draft copy;

RESPONSE: A copy of the existing Grand Estates CC&R document, recorded with the Lyon County Recorder's Office as document number 382592 on May 22, 2006 is provided following this Feasibility Study. It is anticipated that these CC&R's will be followed. If there are any portions that may conflict with current code or current development requirements, a modification may be recorded through the appropriate mechanism.

The existing CC&R document covers the following major topics: General building and landscaping restrictions, Basic restrictions, Homeowners association, and miscellaneous items.

13. Adjacent Ownership and Use: Present legal owner or property adjacent to the proposed subdivision; present use and zoning of such adjacent property;

RESPONSE: All adjacent uses are single family residential and within the Grand Estates Phase 1 project area. A current list of the adjacent owners is provided with the project application and on the project mapping.

14. Emergency Medical Services: Distance from nearest EMS equipment;

RESPONSE: The proposed development is located 3+/- miles from the Yerington Mason Valley Fire located at 30 Nevin Way. In addition, the Mason Valley Fire Protection Fire station is located 3.5+/- miles from the site. The nearest medical service is located at 213 South Whitacre Street.

15. Storm drainage, proposed design, i.e., flows, structures, etc.

RESPONSE: The proposed development is located interior to the Grand Estates Subdivision Phase 1. A detention basin is currently developed in the northwest corner of the Grand Estates Phase 1 area on APN 001-641-17 on the Park/Detention Basin parcel as noted on the assessor's parcel map. The detention basin was designed to accommodate the development of Phase 1 and 2 of the project and will be cleaned and maintained to a positive operating order, as necessary with the development of the Phase 2 area of Grand Estates.

DOC # 382592

05/22/2006

02:35 PM

Official Record

Requested By
YERINGTON VENTURES LLC

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 13 Fee: \$51.00

Recorded By: RCM RPT:



0382592

11650 Dell Ave.
Campbell, Ca. 95008

Declaration of Protective Covenants, Conditions and Restrictions

This declaration of Protective Covenants, Conditions and Restrictions ("Declaration") is made this 4th day of May 2006, by Yerington Ventures LLC, a Nevada State Limited Liability Company.

Recitals:

A. Declarant is the owner of that certain real property located in the County of Lyon, State of Nevada, consisting of 65 residential Lots ("Lot" or "Lots") commonly known as the Grand Estates Subdivision and more particularly described in Exhibit "A" attached hereto and, by reference, made a part hereof (the "Property"). The property is zoned residential.

B. Declarant intends to sell the Lots in accordance with a common plan designed to preserve the value and residential qualities of the Property for the benefit of future owners of Lots and their successors.

NOW, THEREFORE, Declarant hereby declares that all of the Property, and each of the Lots, is held and will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject the following limitations, restrictions, covenants and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, use, and sale of the Lots, and are established and agreed for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and each and every Lot. All of the limitations, restrictions, and covenants will run with the land and will be binding on all parties having or acquiring any right, title or interest in the Lots, or any part thereof, and will inure to the benefit of all of the Lots and the future owners of the Lots. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title, or interest in any Lot, by accepting a deed or contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the restrictions, covenants, and limitations set forth in this Declaration.

Article 1. General Building and Landscaping Restrictions

1.01 **Land Use and Building Type:** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories above ground level at any single point in

height, a private garage for no more than three cars, and a storage shed of design complementing the residence located in back yard only. All residences must have a garage adjoining the home that is capable of accommodating at least two cars. The roofs for each residence shall have 16" eaves and minimum roof pitches of 5'x12' (5 and 12). Each residence and adjoining garage shall be on a foundation. Storage sheds shall be constructed of wood materials.

1.02 Architectural Control: No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and the planned landscaping have been approved by the architectural committee composed of Mark R. Nicholson, Phil Lancaster and Craig Nicholson, or a representative designated by the members of said committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. The committee's approval or disapproval in the covenants shall be in writing. In the event that said committee or its designated representative fails to approve or disapprove such design or location within 30 days after said plans and specification have been submitted to it, or in the event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Any time after 80% of all parcels are sold, the then record owners will elect a Homeowners Association as described hereafter, and the Association will appoint its own Architectural Control Committee members at which time the Architectural Committee hereinabove shall no longer have no further force or authority.

1.03 Dwelling size: The ground floor area of the main structure shall not be less than 900 square feet. The total area of the residence shall not be less than 1300 square feet of living quarters, exclusive of porches, terraces, stoops, garages, basements and similar appurtenances.

1.04 Diligence in Construction: When the erection of any residence is once begun, the work thereon must be prosecuted diligently and must be completed within 12 months. Extensions may be granted by the committee under some conditions. No outbuilding may be completed prior to the completion of the residence, except that temporary office and storage buildings may be erected for workers engaged in building a residence or Lot. Any temporary buildings must be removed as soon as the residence is completed and a certificate of occupancy is obtained. No office, storage, garage, basement or other outbuilding erected in the development, nor trailer or motorized vehicle of any kind, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. All structures must be suitably painted, colored, or stained immediately on construction as per plans and specifications. Garages and storage sheds must be painted to match the residence. No billboards or advertising signs, except "For Sale" signs, which shall be no larger than two feet by three feet, shall be erected or maintained on any Lot, building or structure, without approval in writing of

1.05 Lot Area and Width: No division of original parcels shall be allowed. No grants of access or rights of way shall be allowed to and from properties that are not part of the Property.

1.07 Fences: No fence, wall, hedge or hedge-like shrub planting for any purpose shall be constructed, planted or permitted to grow on any portion of Lot within said subdivision to a height of over six feet, nor shall any fence, wall, hedge or hedge-like shrub planting for any purpose be constructed, planted or permitted to grow on any Lot within said subdivision between the front building setback line and the front property line to a height of more than four feet. No fence, wall, hedge or hedge-like shrub planting for any purpose shall be constructed, planted or permitted to grow such that site lines at elevations between two and six feet are obstructed on a corner Lot within the triangular area formed by the street property and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No wire (bob wire, horse fence, or chicken wire, or electric) or chain link fences will be allowed within the Property. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

1.09 Easements: Easements for installation and maintaining of utilities and drainage facilities are reserved as shown on the filed map of such subdivision.

2.01 Nuisances: No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the neighborhood. Owners of dogs shall confine their animals so as not to create a nuisance for neighbors.

2.02 Vehicles: No boats, recreational vehicles or trailers of any kind shall be allowed to be parked on any street or in the front yard portion of any Lot, either temporarily or permanently.



but may be parked in either the side yard or rear yard so long as these areas are enclosed to sufficiently screen said parked items from the street, common areas and adjacent Lots to eliminate any possibility of a nuisance being created by the parking of such items. No motorized vehicles of any kind shall be allowed to be stored on any street or in the front yard portion of any Lot, but may be stored in either the side yard or rear yard so long as these areas are enclosed to sufficiently screen storage from the street, common areas and adjacent Lots to eliminate any possibility of a nuisance being created by the storage of such items. No painting, repairing, or mechanical work, other than customary maintenance work or minor emergency repairs, may be done in the front yard portion of any Lot, but may be done in an enclosed area that is sufficiently screened from the street, common areas and adjacent Lots to eliminate any possibility of a nuisance being created by such activities.

2.03 Garbage and Refuse Disposal: No waste materials of any kind shall be stored on any parcel, easement or right of way in the Property, except normal household garbage and trash which shall be kept in sanitary containers. The owners of each Lot shall be responsible for the removal of trash on their Lot. The failure to do so will result in action by the Declarant or the Board of Directors of the Association with all expenses to be incurred by the Lot owner.

2.04 Livestock and Poultry: No animals, livestock, swine or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not dangerous or obnoxious and in addition shall not be kept, bred, or maintained for any commercial purposes.

2.05 Health and Sanitation: To promote health and sanitation, the Lot owners, their heirs, successors and assigns, shall not in any way oppose directly or indirectly, the establishment of a sewer or general improvement district which would provide utility services to the property. In the event of the installation of a general domestic sewage disposal system, all Lot owners, their heirs, successors and assigns shall forthwith connect their property with the sewage disposal system.

All sewage disposal systems must be built in accordance with the laws of the State of Nevada and the regulations of the Nevada State and Lyon County Departments of Health. Such permanent buildings as shall be erected in said subdivision for occupancy as residence shall have sanitary inside plumbing connected to sewer or septic tank in accordance with applicable laws and regulations. No lavatory or toilet facility of any kind shall be erected in said subdivision, except indoors and except as the same shall be connected to a sewer or septic tank as aforesaid.

Article 3. Homeowners Association

To carry out the intent and purposes of these covenants and to enforce the terms and conditions of the covenants, after 80% or greater of the Lots are sold, there shall be created the Grand Estates Subdivision Homeowners Association ("Association").

3.01 Maintenance Obligations and Other Association Functions: The Association, for the benefit of the Lot owners will provide for the maintenance, repair and improvement of any street, path, park/retention pond, entrance areas (inclusive of, but not limited to, plantings, sprinkling

3.03c Association Quorum: The presence in person or by proxy of Thirty-five (35%) percent or more of the Designated Representatives shall constitute a quorum for holding a meeting of

members of the Association, except for voting on questions which specifically require a greater quorum as provided in the Association ByLaws.

3.03d Relationship in association ByLaws: Provisions as to voting, or matters relating to meetings of the Association or governance of the Association, which are not inconsistent with the provisions contained in the Restrictions, may be set forth in the Association ByLaws. In the event of a conflict between these restrictions and the Association ByLaws, these restrictions shall be controlling.

3.04 Creation of Lien and Personal Obligation of Assessments: Each Lot owner, by accepting a deed or by entering into possession of a Lot pursuant to a valid purchase agreement, covenants and agrees for his or her self, heirs, personal representatives, successors and assigns, to pay to the Association any amounts assessed by the Board of Directors of the Association, of any street, path, entrance areas (inclusive of, but not limited to, plantings, sprinkling systems, signs and gates), berm or other fencing or barriers (other than privately owned) and any other property for which the association has, or may hereafter have, the right to improve or the obligation to maintain, repair, restore, or replace. These assessments may be payable in annual, quarterly, monthly, or any other periodic basis as may be designated by the Board of Directors of the Association.

Any assessment so established, together with such interest thereon and costs of collections thereof as herein provided shall be a charge against each of the Lots in said Subdivision based upon their voting rights in the Association, on an equal basis regardless of the size of the Lot, and shall be continuing lien upon the Lot against which such assessments is made until it is paid. Each such assessment, together with such interest thereon and costs of collection thereof as herein provided, shall be the personal obligation of the Lot owner(s) of the Lot at the time when the assessment becomes due and owing.

3.05 Assessment Due Date and Default: Assessments shall be due and payable at such times as the Association's Board of Directors shall determine. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for the payment. The Association may impose a late charge in an amount determined by its Board of Directors in the event the payment of an assessment is in default. In addition, assessments in default shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

3.06 Liability for Assessments: No Lot owner may exempt him or her self from liability for assessments by waiver of the use or enjoyment of any property or area for which the Association is responsible to maintain or has the right to improve.

3.07 Collection of Delinquent Assessments: In the event a Lot owner fails to pay an assessment when due, the Association's Board of Directors may enforce the collection of the assessment by bringing an action in the name of the Association and against the Lot owner(s) at law for a money judgment.



3.08 Notice of Assessment Delinquency: A suit at law for money judgment shall not be commenced until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the last known address of the Designated Representative for the Lot on which the assessment is delinquent, of a written notice that the assessments levied against the Lot is delinquent and that the Association may invoke its remedies provided under these Restrictions, if the default is not cured within ten (10) days after the date of the mailing. Such written notice shall be accompanied by a written affidavit of the authorized representative the Board of Directors of the Association that acts forth (1) the affiant's capacity to make the affidavit, (2) the amount outstanding (exclusive of interest, costs, attorneys fees and future assessments), (3) the legal description of the Lot, and (4) the name(s) of the Lot owners of record for the Lot to which the assessments are delinquent. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under these Restrictions, or under Nevada Law.

3.09 Expenses in Collecting Delinquent Assessments: The expenses incurred by the Association in collecting unpaid assessments, including late charges, interest, costs, actual attorney fees (not limited to statutory fees) shall be charged to the Lot owner in default and shall be secured by a lien on any Lot owned by the Lot owner in said subdivision.

3.10 Acceleration of Assessments: In the event of default by a Lot owner in the payment of any installment of an assessment levied against a Lot, the Board of Directors of the Association shall have the right to declare all unpaid installments for assessments which have been levied by the Board to be immediately due and payable in full.

3.11 Notification to Tenants: If a Lot owner is in default in the payment of maintenance assessments to the Association, the Association may give written notice of such default to any tenant occupying a dwelling on a Lot owned by the Lot owner in default and the tenant, after receiving the notice, shall deduct from the rental payments due to the Lot owner the amount of any maintenance assessments then in default and pay the same to the Association. By deducting the amount of such delinquent assessments, the tenant shall not be considered to have breached any lease agreement with the Lot owner and the amount of such delinquent assessment shall be credited to the tenant's obligation to the Lot owner under the lease.

3.12 Subordination to Lien of Deed of Trust: Notwithstanding anything to the contrary, the holder of any first deed of trust covering any Lot in grand Estates Subdivision which comes into possession of the Lot pursuant to the remedies provided in the first deed of trust, or by deed (or assignment) in lieu of foreclosure, shall take the Lot free of any claims for unpaid assessments or charges against the trust deed Lot which are delinquent prior to the time the first trust deed holder comes into possession of the Lot.

3.13 Liability for Unpaid Assessments Upon Sale: Upon sale or conveyance of Lot, all unpaid assessments shall be paid out of the proceeds from the closing of the sale of the Lot, or by the purchaser, in preference over any other assessment or charges of any nature, except: (1) amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid which continue a lien against the Lot; (2) amounts due under a valid first trust deed having priority assessments.



A purchaser or grantee is entitled to a statement from the Association setting forth the amount of unpaid assessments against the Lot(s) being purchased. The purchaser or grantee shall not be liable for, nor is the Lot conveyed or granted subject to, a lien for any unpaid assessments against the Lot in excess of the amount set forth in the written statement from the Association. Unless the purchaser or grantee requests a written statement from the Association at least five (5) days before the closing of the sale, the purchaser or grantee shall be liable for any unpaid assessments which are a lien on the Lot being purchased together with the late charges, interests, costs and attorneys fees incurred in the collection thereof.

3.14 Written request by Purchaser for Unpaid Assessment Information: The purchaser of any Lot may request in writing a statement from the Association as to the amount of any outstanding and unpaid maintenance assessments relating to the Lot being purchased, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Lot in Grand Estates Subdivision, the Association shall provide a written statement of the amount of any outstanding unpaid assessments relating to the Lot being purchased, which statement shall be binding upon the Association for the period stated therein. Upon payment of the amount stated in the Association's notice, the Association's lien for the unpaid assessments shall be deemed satisfied.

3.15 Purchase of Insurance Coverage: The Association may obtain insurance coverage, if available, insuring the property to be maintained and/or improved by the Association including public streets and insuring the Association and the individual Lot owners against liability for injuries in persons and property occurring on any property including public streets within Grand Estates Subdivision for which the Association may maintain or improve. The amount of such insurance coverage shall be determined by the Board of Directors of the Association.

3.16 Expense of Insurance Coverage: The premium for such insurance coverage shall be paid by the Association and shall be used by the Board of Directors of the Association in determining the amount of maintenance assessments to be charged to the Lots.

3.17 Distribution of Proceeds: All proceeds of any insurance policy owned by the Association shall be received by the Association, held in a separate account, and used or distributed in the manner determined by the Board of Directors of the Association.

3.18 Association as Attorney-in-Fact for Lot Owners: Each Lot owner, by acquiring an interest in a Lot in said Subdivision shall be deemed to have irrevocably appointed the Association as his or her true and lawful attorney-in-fact to act on his or her behalf in connection with the matters relating in any insurance policy in which the Association is the named insured party. Without limiting the foregoing, the Association shall have the full power and authority to purchase and maintain said insurance, to collect and remit the premiums therefore, to collect proceeds and to use and distribute the proceeds in the manner the Board of Directors of the Association deems appropriate, and to execute any and all releases of liability and other documents that may be necessary or desirable in order to accomplish the foregoing.



3.19 Membership of the Architectural Control Committee: The Architectural Control Committee, after 80% of the Lots have been sold, shall consist of three persons elected by and serving for such terms as set by the Association ByLaws.

3.20 Responsibilities and Authority of Architectural Committee: After the Association assumes responsibility for the committee, the committee's responsibilities and authority will remain the same as hereinbefore described.

Article 4. Miscellaneous

4.01 Adjacent Property Use: Adjacent properties to said Property has been used for farming prior to the creation of said subdivision and may be used for farming well after said subdivision is established. Farming on adjacent properties may entail all operations and practices legally allowed under Nevada State laws. Recognizing the prior existence of said farming operations, the Lot owners, their heirs, successors and assigns, shall not in any way oppose directly or indirectly, any legal farming operations or practices that are conducted on adjacent properties.

4.02 Additional Restrictions: Declarant may impose additional restrictions upon any Lot by appropriate provision in the deed or ground lease conveying or leasing such Lot to an owner (or, so long as Declarant owns the Lot in question, by recording with the Lyon County Recorder an instrument containing such additional restrictions), without otherwise modifying the development and any such other restrictions shall inure to the benefit of and be binding upon the parties to such deed or ground lease (or the owner(s) thereafter acquiring the interest in such Lot) in the same manner as if set forth in length herein.

4.03. Binding Effect: The conditions, restriction and covenants herein contained shall bind and inure to the benefit of and be enforceable by Declarant, their successors and assigns, or by the Homeowners Association, or by the owner or owners of any said Lots, and it shall be lawful, not only for Declarant, or their successors or assigns, but also for the Homeowners Association, or owner or owners of any of said Lots, to institute and prosecute any proceeding at law or in equity, against any person, firm, or corporation violating or threatening to violate any of the covenants, conditions or restrictions herein contained, and such action may be maintained for the purpose of preventing the violation or to recover damages for a violation, or for both of such purposes.

4.04 No Waiver: No delay or failure to exercise any power or right shall operate as a waiver thereof and such rights and powers shall be deemed continuous, nor shall a partial exercise preclude full exercise thereof, and no right or remedy shall be deemed abridged or modified by any course of conduct and no waiver thereof shall be predicated thereon, nor shall failure to exercise any such power or right be subject to any liability.

4.05 Additional Remedies: Nothing herein contained shall be construed as preventing the application of any remedies given by law against a nuisance, public or private, or otherwise, but the remedies herein contained shall be in addition to any other remedies given by law.

4.06 Enforcement: The result of every act or omission whereby any condition or restriction herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by Declarant, the Association or any Lot owner for the enforcement, or to restrain a violation of this Declaration or any provisions hereof, the losing party or parties shall pay the attorney's or attorneys' fees of the winning party or parties in such amount as may be fixed by the court in such proceeding. Such remedies shall be deemed cumulative and not exclusive. However, nothing contained in this Declaration or in any form of deed which may be used by Declarant or its successors or assigns in selling said Property, or any part thereof, shall be deemed to vest or reserve in Declarant, the Association or the Lot owner any right of reversion for breach or violation of any one or more of the provisions hereof, and any such revisionary right is hereby expressly waived by Declarant, its successors and assigns.

4.07 Assignment: Any and all of the rights and powers and reservations of Declarant herein contained may be assigned to any corporation, partnership, or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations assigned: and upon any such corporation, partnership or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

4.08 Interpretation: If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to differing or conflicting interpretation, that which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

4.09 Omissions: If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

4.10 Severability: Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

4.11 Duration: The provisions of this Declaration shall continue and be effective for a period of twenty (20) years from the date of recordation hereof, and shall be automatically extended for successive periods of ten (10) years each until the Declarant, the Association or other entity assigned the rights and responsibilities of the Declarant, as herein described, determines that the Declaration shall terminate and notice thereof is recorded in the office of the Recorder of Lyon County, Nevada. Notwithstanding any provision herein to the contrary, sections 4.01 and 4.14 are not subject to termination and shall, at all times, remain in full force and effect.

EXHIBIT A

All that certain real property being SE 1 / 4 of SE 1 / 4 of Section 33, T 14 N, R 25 E,
M.D.B. &M., Lyon County, Nevada.

Unofficial Copy



382592

05/22/2006
012 of 13

4.12 Amendment: Except for sections 4.01 and 4.14, this Declaration may be amended in any respect, upon the written consent of 70 percent of the fee owners of record of the lots in the Property; provided, however, no such amendment shall become effective until it is of record in the recorder's office of Lyon County, Nevada.


4.13 Notices: Notices as provided herein shall be in writing and shall be deemed received five (5) days after deposit in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as follows or to such other addresses as the parties may designate to each other in writing from time to time.

Declarant: Yerington Ventures, LLC
c/o Mark Nicholson
105 Kirkorian Court
Scotts Valley, CA 95066

4.14 Limitation on Liability and Indemnity: In addition to any other provisions specifically set forth in this Declaration, the Declarant, as well as their consultants, representatives, heirs, successors or assigns shall not be liable to any owner, occupant, or any other person for any loss, damage injury or any claim thereof arising out of or in anyway connected with the Declarant under this Declaration. In particular, the Declarant shall not be responsible for reviewing any plans or specifications from the standpoint of structural safety, engineering soundness, or conformance of the improvement to which the plans pertain with building or other codes. Furthermore, the Declarant shall not be responsible or liable for structural, engineering, or other building defects in any improvement for which the plans were approved or for violations of building or other codes or for violations by any property use of any zoning or other applicable land use regulations. Each owner shall indemnify and hold harmless the Declarant, and their consultants, representatives, heirs, successors or assigns against all claims, actions, and causes of action from and against all losses, damages, and costs; including reasonable attorney's fees, for any action that may be brought arising out of any structural, engineering, safety, soundness, building defects or conformance with building or other codes or the plans and specifications concerning the building or for any violations of any covenants, conditions or restrictions herein, or any zoning or other applicable land use regulations.

IN WITNESS THEREOF, Declarant has executed this Declaration the day and year first written above:

Yerington Ventures, LLC.
A Nevada State Limited Liability Company

By: 
Its: Managing Member



382592

05/22/2006
013 of 13

No. 5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTState of CaliforniaCounty of Santa ClaraOn May 5, 2006 before me, Kay M. Hackett, Notary
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLICpersonally appeared Mark R. Nicholson
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kay M. Hackett
SIGNATURE OF NOTARY**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S)
☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Grand View Estates Phase 2

Tentative Subdivision Map

City of Yerington Planning Commission Presentation

October 26, 2022



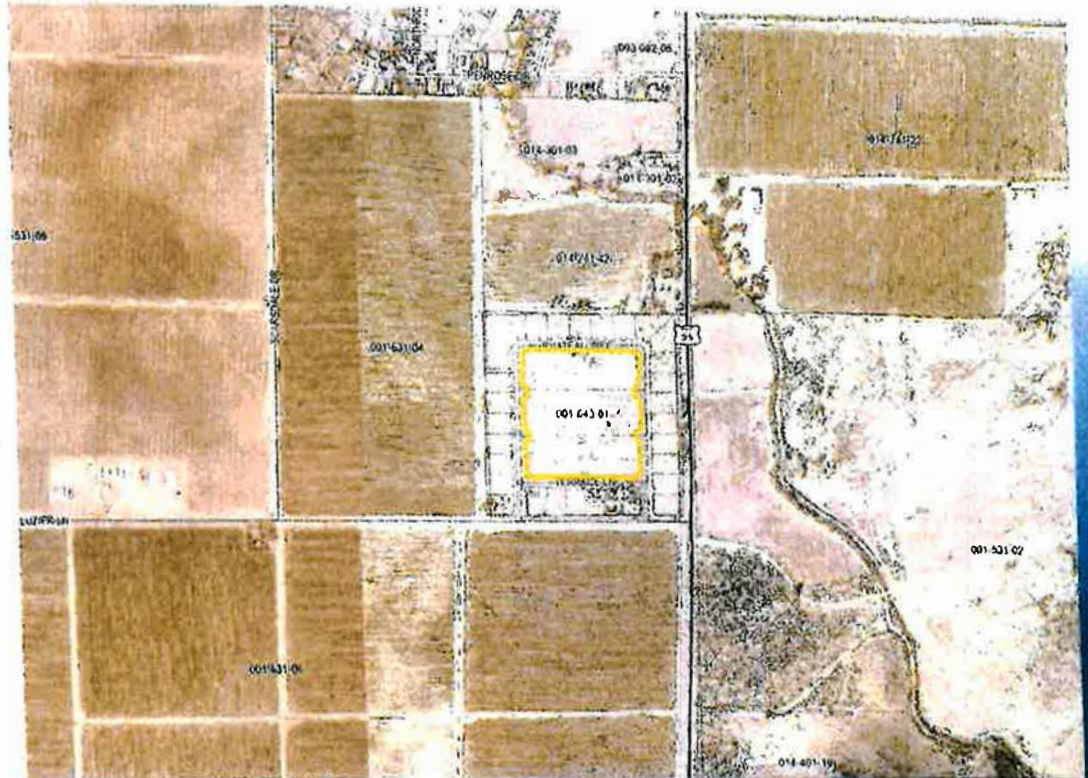
Property Location

Located west of Hwy 95A, north of Luzier Lane within the Grand Estates subdivision area.

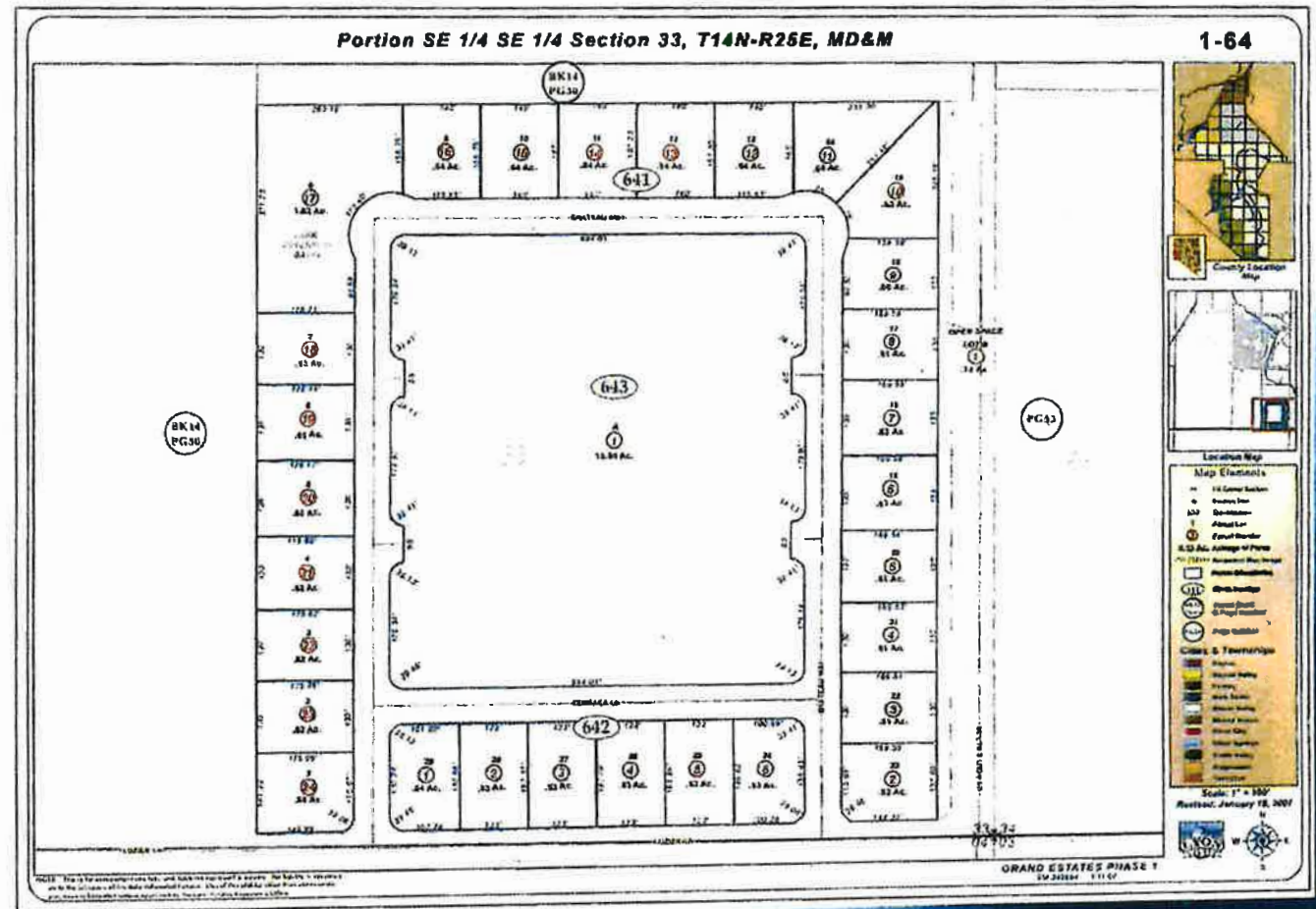
APN 001-643-01

13.8+/- Acres

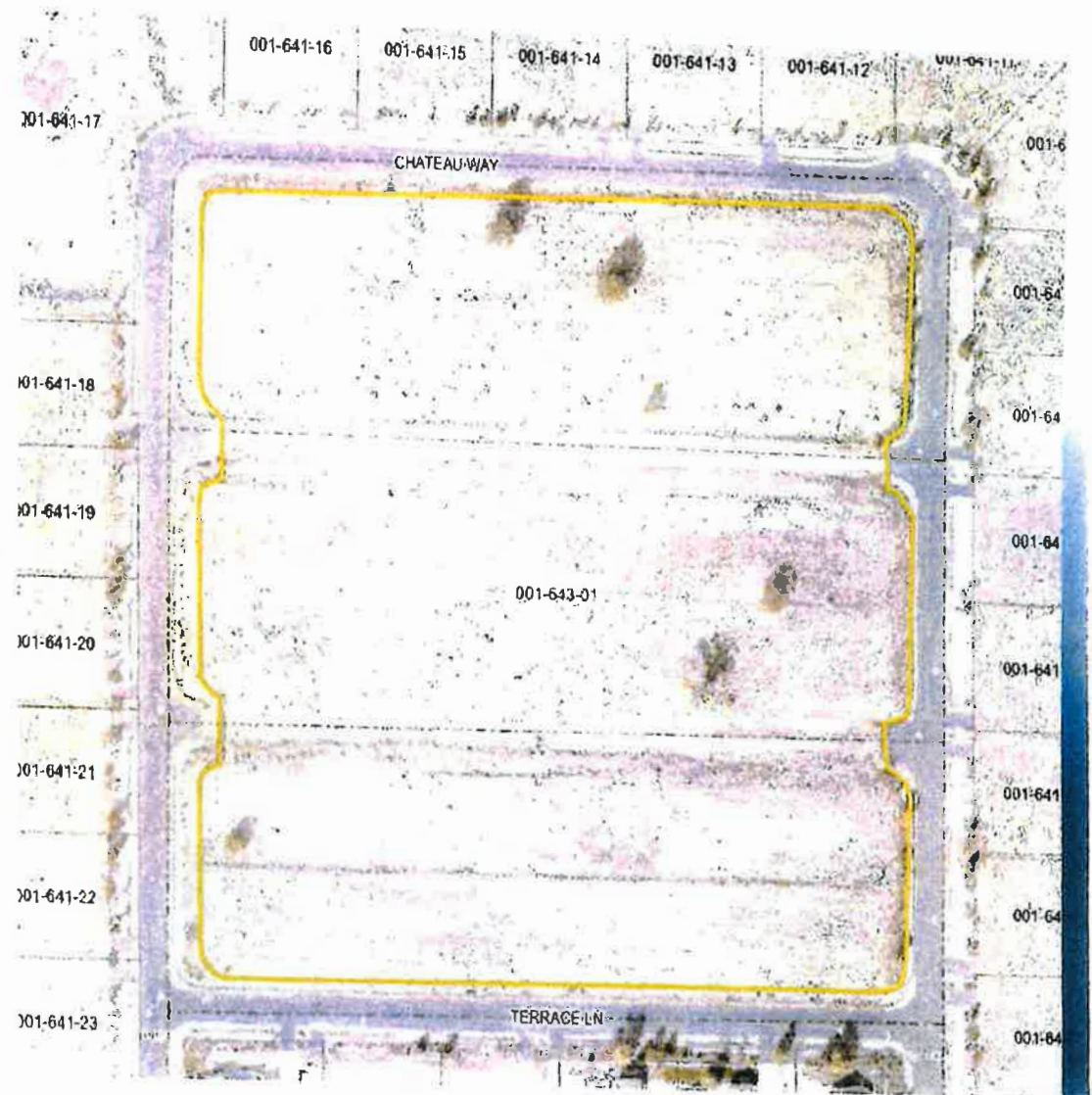
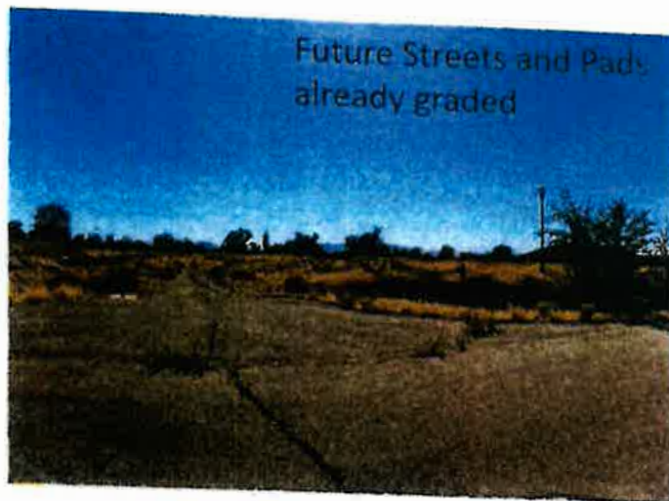
Subject property is Phase 2 of Grand Estates that was never constructed, and the approval expired.



Subject Property was left as
Area of Grand Estates to be
Completed.



Existing Site Photos



65-foot ROW

-

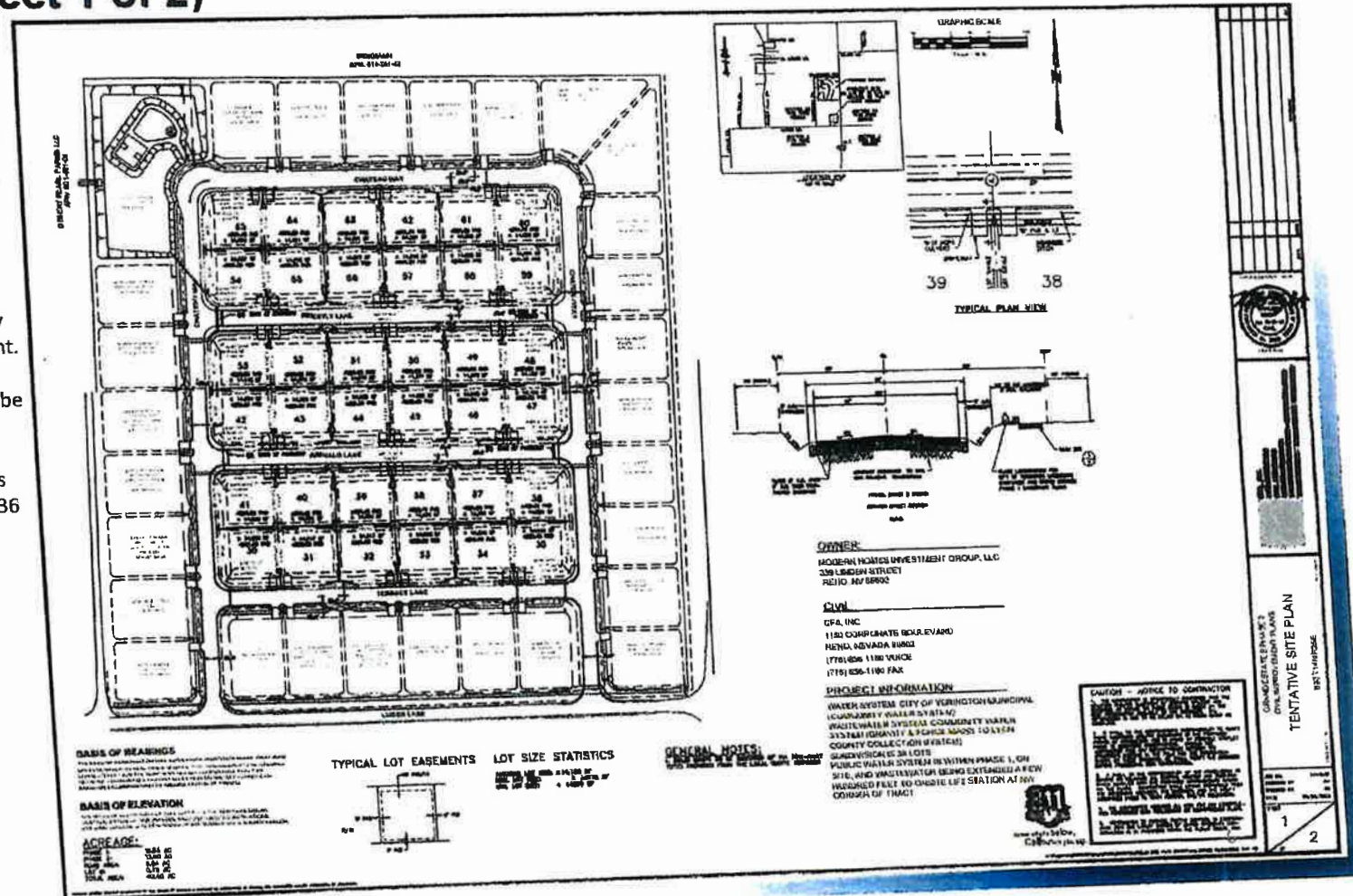


Tentative Map (Sheet 1 of 2)

Of the 28 existing residential lots in Phase 1,
5 are owned by Creative Homes
7 are owned by Manhome Project
Management,
7 are owned by Chicas Rentals LLC and 3 by
Hoyt & Meyers

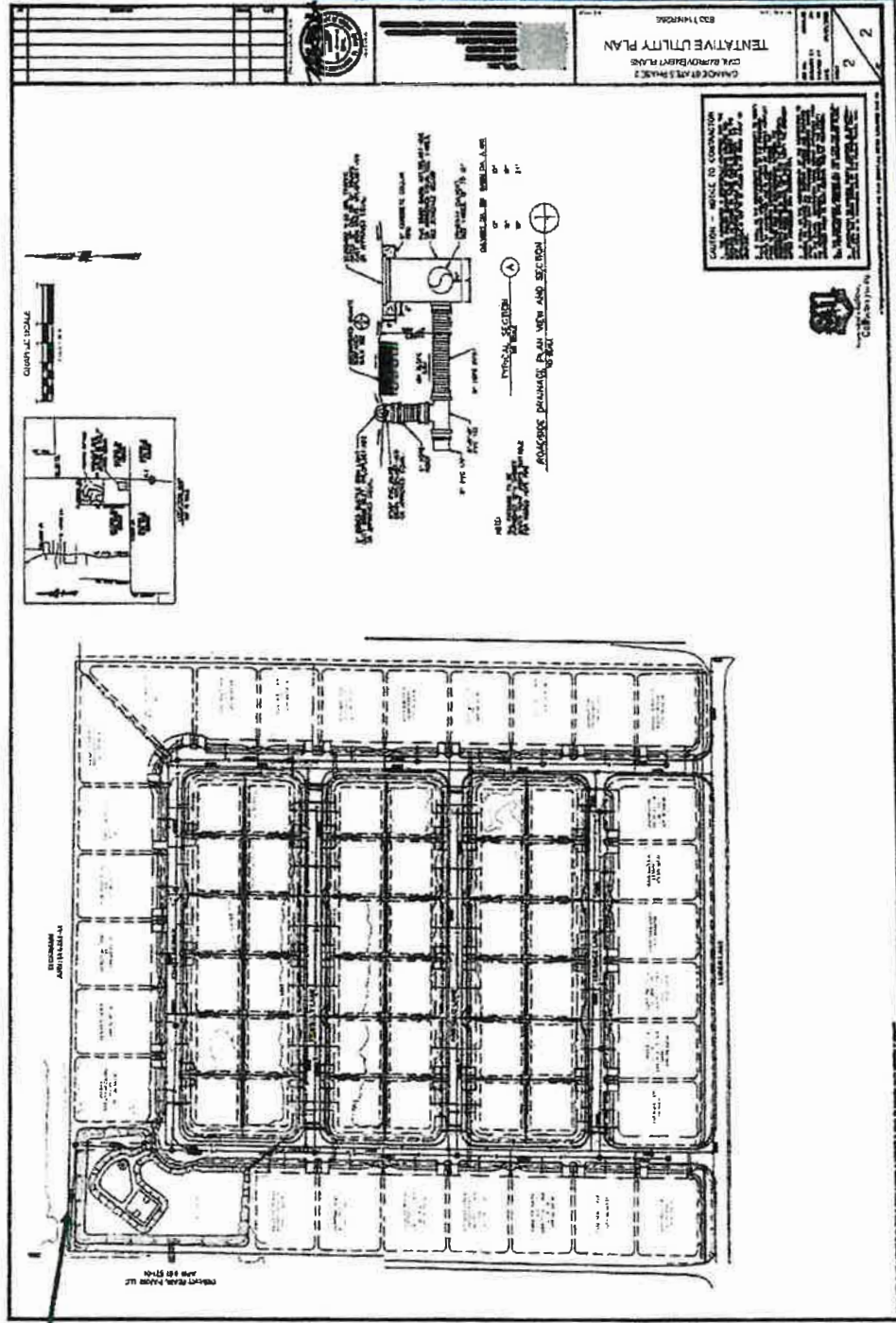
It appears that $\frac{1}{2}$ of the lots are not already
developed or in the process of development.
Any lots not developed when the sewer
connections is approved or existing would be
required to connect.

Creative Homes owns 5 of the Phase 1 lots
that will connect to sewer along with the 36
within the Phase 2 area bringing the
minimum total to 41.



Tentative Map (Sheet 2 of 2)

Lift Station
Location



FARR WEST

ENGINEERING

October 15, 2021

Robert Switzer
Yerington City Manager
14 East Goldfield Avenue
Yerington, Nevada 89447

**RE: GRAND ESTATES SANITARY SEWER LIFT STATION PRELIMINARY DESIGN
REPORT – APPROVAL LETTER**

Dear Robert,

Farr West has performed a compliance review of the preliminary report of above noted project.

The submitted report is found in general compliance with City of Yerington (City) standards and is approved. In order to move forward with the project, a final report that includes the following items will need to be submitted to the City:

1. Improvement plans showing easements the entire length of the project, streets, utility plan and profiles (including velocities of gravity mains), and all other civil improvements.
2. Sewer report for project.
3. Easement documents easement shown on plans.
4. Flood Map.
5. Cut sheets and references for all equipment.
6. Confirmation that the SCADA controls will integrate with the City system.

Feel free to contact me with any questions or concerns; I can be reached at 775-851-4788.

Please reference the above noted Project No. on all correspondences.

Sincerely,



Danny Sommers
Farr West Engineering
Senior Project Manager



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Steve Sisolak, Governor
James R. Lawrence, Acting Director
Greg Lovato, Administrator

October 14, 2022

Jay Flakus
Public Works Director – City of Yerington
14 E. Goldfield Avenue
Yerington, NV 89447

Re: Tentative Map – Grand Estates Phase 2
36 lots in the City of Yerington

Dear Mr. Flakus:

The Nevada Division of Environmental Protection has reviewed the above referenced subdivision and recommends denial of said subdivision with respect to water pollution and sewage disposal.

The submittal was found to be incomplete, and the following items need to be addressed to facilitate further review:

- Items 5d through 5g on the checklist were not addressed.
- Item 7 on the checklist was not addressed.
- Item 9 on the checklist was not addressed.

Please ensure that the corrections are made, and the resubmitted plans are stamped and wet-signed in non-black ink on each page.

If you have any questions regarding this letter, please contact me at (775) 687-9439 or amholt@ndep.nv.gov.

Sincerely,

April Holt, PE
Technical Services, Compliance, and Enforcement
Bureau of Water Pollution Control

Enclosure: Requirements for the Review of a Tentative Subdivision Map in Rural Counties (Checklist)

CC: Dave Snelgrove – CFA, Inc. 1150 Corporate Blvd., Reno, NV 89502

Control No. 14990

City of Yerington NV



AB3FA33

