

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3 VIRGINIA HIGHLANDS, LLC, a Nevada
4 limited liability company,

5 Petitioner,

6 vs.

Case No. ~~1209~~ Electronically Filed
Nov 25 2009 03:25 p.m.
Tracie K. Lindeman

7 STOREY COUNTY, a political subdivision
8 of the State of Nevada,

9 Respondent.
10 _____ /

11 **JOINT MOTION FOR DISMISSAL OF APPEAL**

12 COMES NOW VIRGINIA HIGHLANDS, LLC, a Nevada limited liability company, now
13 known as NEVADA UPLANDS, LLC, a Nevada limited liability company, and STOREY
14 COUNTY, by and through their undersigned counsel, and, pursuant to NRAP Rule 42, move
15 this Court to dismiss the above appeal, with prejudice, pursuant to and in accordance with the
16 terms of the Settlement Agreement and Mutual Release of All Claims, a copy of which is
17 attached hereto and marked Exhibit 1. Each party shall bear their own attorneys' fees and
18 costs in the above appeal.
19
20

21 ///

22 ///

1 The undersigned do hereby affirm that the preceding document does not contain the
2 social security number of any person.

3 DATED this 23 day of November, 2009.

4 **PREZANT & MOLLATH**

5
6
7 By _____

8 Stephen C. Mollath, Esq.
9 State Bar No. 922
10 6560 SW McCarran Blvd., Suite A
11 Reno, NV 89509
12 (775) 786-3011

13 Attorney for NEVADA UPLANDS

GUNDERSON LAW FIRM

14
15
16 By _____

17 Mark Gunderson
18 State Bar No. 2134
19 3895 Warren Way
20 Reno, NV 89509
21 (775) 829-1222

22 Attorney for STOREY COUNTY
23
24
25
26
27
28

EXHIBIT 1



Gunderson
Law Firm

November 20, 2009

Stephen C. Mollath, Esq.
Prezant & Mollath
6560 SW McCarran Blvd., Suite A
Reno, Nevada 89509

Re: Storey County/Corde Vista Settlement

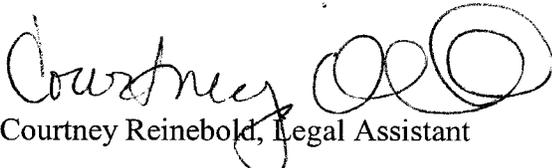
Dear Mr. Mollath:

Please find enclosed a copy of the fully executed Settlement Agreement and Mutual Release of All Claims that have been signed by our client.

Please send over the Stipulation to Dismiss for Mark's signature as soon as you get a chance. Should you have any questions, please do not hesitate to contact this office. Thank you.

Very truly yours,

GUNDERSON LAW FIRM


Courtney Reinebold, Legal Assistant

/cr
Enclosure

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS (“Agreement” or “release”), is entered into and effective as of October ____, 2009, by and among NEVADA UPLANDS, LLC, a Nevada limited liability company, fka “Virginia Highlands, LLC” (“Nevada Uplands”), and STOREY COUNTY, a political subdivision of the State of Nevada (“Storey County”) (each of the above, a “Party” and collectively, “the Parties”).

WHEREAS,

1. On December 29, 2008, Virginia Highlands, LLC, filed an Amendment to Articles of Organization with the Nevada Secretary of State, changing its name to Nevada Uplands, LLC. For clarity, the party will be referred to throughout this Agreement as “Nevada Uplands.” However, the Parties understand that all actions taken prior to December 29, 2008, were performed under the name Virginia Highlands, LLC.
2. On February 26, 2007, Nevada Uplands filed with Storey County a Master Plan Amendment Application and a Zone Change Application seeking a mixed-use residential Planned Unit Development for 8,600 acres of land it owns in Storey County; and
3. On August 21, 2007, the Storey County Commission denied the Master Plan Amendment Application and did not consider the Zone Change Application; and
4. Nevada Uplands filed a Petition for Judicial Review Pursuant to NRS 278.0233, Declaratory Relief and Damages on September 11, 2007, in the First Judicial District Court of the State of Nevada in and for the County of Storey (“Court”), Case No.: CV 20121, in an action entitled VIRGINIA HIGHLANDS, a Nevada limited liability company, Petitioner, v. STOREY COUNTY, a political subdivision of the State of Nevada, Respondent (“Lawsuit”); and

5. On September 25, 2008, the Court filed its Decision and Order in favor of Storey County and against Nevada Uplands; and
6. On October 13, 2008, Nevada Uplands submitted a Notice of Appeal regarding the Court's Decision and Order; and
7. WHEREAS the Parties mutually desire to settle and dispose of the Notice of Appeal submitted by Nevada Uplands with regard to the Decision and Order filed in the Lawsuit;

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged by all of the undersigned, and in exchange for the mutual covenants set forth in this Agreement, the Parties and their affiliates, control persons, employees, agents, attorneys, administrators, successors, and assigns agree as follows:

1. **Consideration:** The consideration to be given under this Agreement shall be the following:
 - a. Storey County shall allow Nevada Uplands to use and develop the 8,600 acres of land it owns in Storey County, which was the subject of the Lawsuit, ("the Property") under the terms of this Agreement.
 - b. The Lawsuit filed by Nevada Uplands, and subsequent Appeal, shall be dismissed with prejudice. Both parties will cooperate in the execution of all documents necessary to affect the dismissal of the Lawsuit; including, but not limited to, all documents necessary to obtain a

Good Faith Settlement and Good Faith Resolution Order from the Court.

c. This Agreement constitutes an accord and satisfaction with respect to Nevada Uplands' claims against Storey County as brought against Storey County in the Lawsuit. Accordingly, Nevada Uplands will use and develop the Property under the terms of this Agreement and waives all rights it may have to pursue any claims it may have with regard to the Lawsuit.

2. Allowed Uses for the Land Owned by Nevada Uplands: The uses described in paragraph 2 of this Agreement constitute the sole and exclusive uses consistent with the current Storey County Master Plan upon which Nevada Uplands may use and develop the Property. The Parties agree that Nevada Uplands will use and develop the Property only as follows:

a. The Property may be used in accordance with the existing allowed uses permitted by the zones established by the Storey County Master Plan and the Storey County Zoning Code. The existing zones and proscribed uses shall remain in full force and effect except as provided for in this paragraph 2 of this Agreement. The existing zones and associated uses include approximately 6,767± acres of Special Industrial Zoning ("I-S"), approximately 1,030± acres of Heavy Industrial Zoning ("I-2") and approximately 793± acres of Forestry Zoning ("F"), as identified in the map set forth in Exhibit "A" attached hereto. The existing zones referred to in this Agreement are set forth in Exhibit "B" attached hereto.

b. The portion of the Property designated as Heavy Industrial Zoning ("I-2") may also be used in accordance with the existing uses allowed by Special Industrial Zoning ("I-S").

SETTLEMENT AGREEMENT & MUTUAL RELEASE

Nevada Uplands, LLC and Storey County

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c. The entire Property may be used as allowed by the existing Commercial Zoning ("C") (except hospitals, convalescent homes/sanitariums, private schools/academies or RV parks).

d. The portion of the Property designated as Forestry ("F") may be used in accordance with the existing uses as allowed by Forestry ("F") zoning.

e. In addition to the specifically permitted uses allowed by the above referenced zones, specialized industrial uses that are not specifically listed in the zoning code but are similar to the existing allowable uses may also be allowed and are deemed to be consistent with the Storey County Master Plan. These include, uses involving alternate energy plants such as solar and wind; biomass; similar uses which include the testing, manufacturing, research, development and storage of: lasers, pharmaceuticals, drones, military and civilian devices, chemicals, and products that require special treatment, buffering and sometimes high levels of security; and training and educational facilities that use explosives, ammunition, lasers, light, sound, radio waves and other weapons system and non-weapon system applications that are associated with military or private training. Any application for such similar specialized industrial uses must be reviewed by the Board of County Commissioners so as to confirm compatibility with the other uses permitted within the zone, after considering a recommendation by the planning commission.

f. No single or multi-family homes or permanent residential uses are allowed on the Property except as provided for by the already existing allowed uses permitted by the zones established by the Storey County Master Plan and the Storey County Zoning Code.

g. This Agreement does not otherwise alter the approval process or approval standards used by Storey County as promulgated by the Storey County Master Plan and the Storey County Zoning Code.

3. Agreement Not Admission of Liability. This Agreement is a resolution of disputed claims and defenses and is intended by the Parties to avoid the expenses and risks of litigation. By executing this Agreement, no Party, nor any of their affiliates, employees or representatives admit to any wrongdoing, liability or responsibility.

4. Mutual Releases.

a. Upon execution of this Agreement and Dismissal of the Lawsuit by the Court, Storey County, its affiliates, control persons, employees, agents, attorneys, administrators, successors, and assigns, agree to completely and forever release and discharge Nevada Uplands and its affiliates, control persons, employees, agents, attorneys, administrators, insurers, successors, and assigns of and from all past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses, compensation, suits, and variances whatsoever, whether known or unknown, in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which Storey County ever had or now has against Nevada Uplands in any way connected with, arising out of, concerning, or related to the Lawsuit, or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.

b. Upon execution of this Agreement and Dismissal of the Lawsuit by the Court, Nevada Uplands, its affiliates, control persons, employees, agents, attorneys, administrators, successors, and assigns, agree to completely and forever release and discharge Storey County and its affiliates, control persons, employees, agents, attorneys, administrators, insurers, successors, and assigns of and from all past, present, and future actions, causes of action, agreements, controversies, claims, damages, demands, debts, liabilities, obligations, expenses,

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compensation, suits, and variances whatsoever, whether known or unknown, in law or at equity, based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which Nevada Uplands ever had or now has against the Storey County in any way connected with, arising out of, concerning, or related to the Lawsuit, or the negotiation and execution of this Agreement. This release specifically excludes any claims that may arise out of this Agreement after the date of full execution.

5. Attorneys' Fees.

a. If any action or proceeding is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein, in an amount to be determined by the court.

b. The parties will bear their own attorneys' fees and costs incurred by the Parties as a result of the Lawsuit.

6. General Provisions.

a. Notice. All notices concerning this Agreement shall be mailed and faxed to the PARTIES at the following addresses:

To Storey County:

c/o Mark H. Gunderson
Gunderson Law Firm
3895 Warren Way
Reno, Nevada 89509
Telephone: (775) 829-1222
Fax: (775) 829-1226

To Nevada Uplands:

c/o Stephen C. Mollath
Prezant & Mollath
6560 SW McCarran Blvd., Suite A
Reno, NV 89509
Telephone: (775) 786-3011
Fax: (775) 786-1354

Either party may change their address for notices by a notice in writing mailed to the addresses and faxed to the fax numbers shown above.

b. Governing Law; Venue. This Agreement shall be construed and governed by the laws of the State of Nevada. The sole venue for any action to enforce this Agreement shall be the appropriate State or Federal court of the State of Nevada situated in Storey County, Nevada.

c. Integration and Amendments. This Agreement, and the documents to be concurrently executed herewith, contain the entire Agreement of the Parties relating to the subject matter of this Agreement and may be modified or amended only by a written instrument executed by all of the Parties.

d. Severability. If any portion of this Agreement shall for any reason be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, unless enforcement of the remainder would constitute a material failure of consideration.

e. Authority and No Prior Assignment. Each person executing this Agreement represents and warrants to the other party that (i) he has the authority to execute this Agreement and (ii) that he has not voluntarily or involuntarily assigned or otherwise hypothecated his interest in the claims or demands hereby compromised and released.

f. No course of dealing and no delay on the part of the Parties in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice the Parties' rights, powers, and remedies conferred under this Agreement. No right, power, or remedy conferred by this Agreement shall be exclusive of any other right, power, or remedy now or hereafter available at law, in equity, by statute, or otherwise.

g. This Agreement may be executed in any number of counterparts, and all such counterparts executed by all of the Parties hereto, each as an original, shall constitute one and the same instrument. Facsimile signatures shall be sufficient to make this Agreement binding, with original signatures to be delivered promptly after the date of full execution.

h. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

i. This Agreement may not be altered, amended, or modified except in writing signed by all of the Parties hereto.

BY SIGNING THIS RELEASE, THE UNDERSIGNED DOES THEREBY
ACKNOWLEDGE AND WARRANT:

That the Agreement was first carefully read in its entirety by or to the undersigned and was and is understood and known to be a full and final compromise, settlement, release, accord and satisfaction and discharge of all claims, actions and causes of action and suits, as above stated; that the release was signed and executed voluntarily and without reliance upon any statement or representation of or by any other party to this Agreement, or any representative,

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agent or doctor of same, concerning the nature, degree and extent of the damages, loss or injuries, or legal liability therefore; that the release contains the entire agreement of and between all of the parties mentioned herein and that all of the terms and provisions of the release are contractual and not a mere recital; that the undersigned is of legal age and capacity and competent to sign and execute the release and accept full responsibility therefore.

This Agreement may be executed in counterparts.

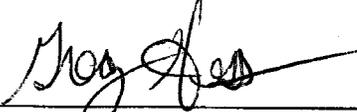
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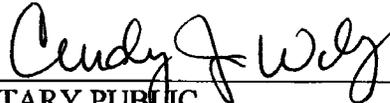
SETTLEMENT AGREEMENT & MUTUAL RELEASE
Nevada Uplands, LLC and Storey County
Page 10

READ AND SIGNED this 17 day of November, 2009.

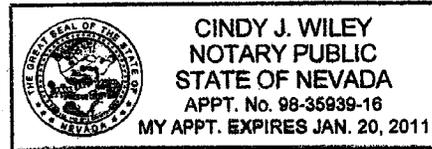
STOREY COUNTY


By: _____
Its: _____

SUBSCRIBED and SWORN to before
me this 17 day of November, 2009.



NOTARY PUBLIC

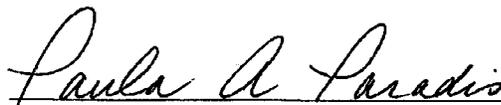


READ AND SIGNED this 21ST day of October, 2009.

**NEVADA UPLANDS, LLC, fka VIRGINIA
HIGHLANDS, LLC**


By: _____
Its: _____

SUBSCRIBED and SWORN to before
me this 21ST day of OCTOBER, 2009.



NOTARY PUBLIC

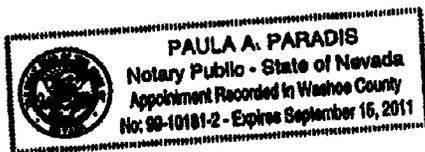
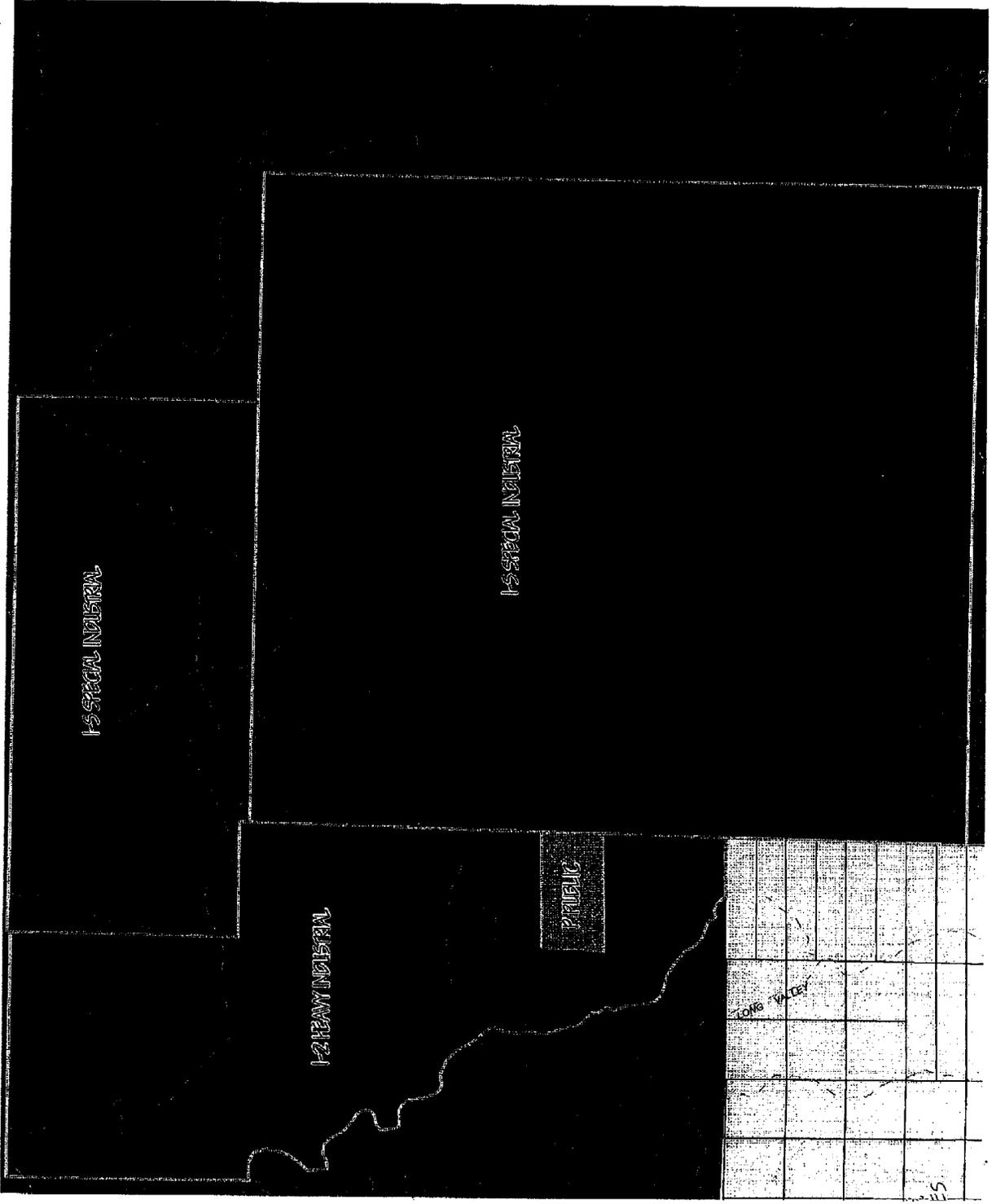
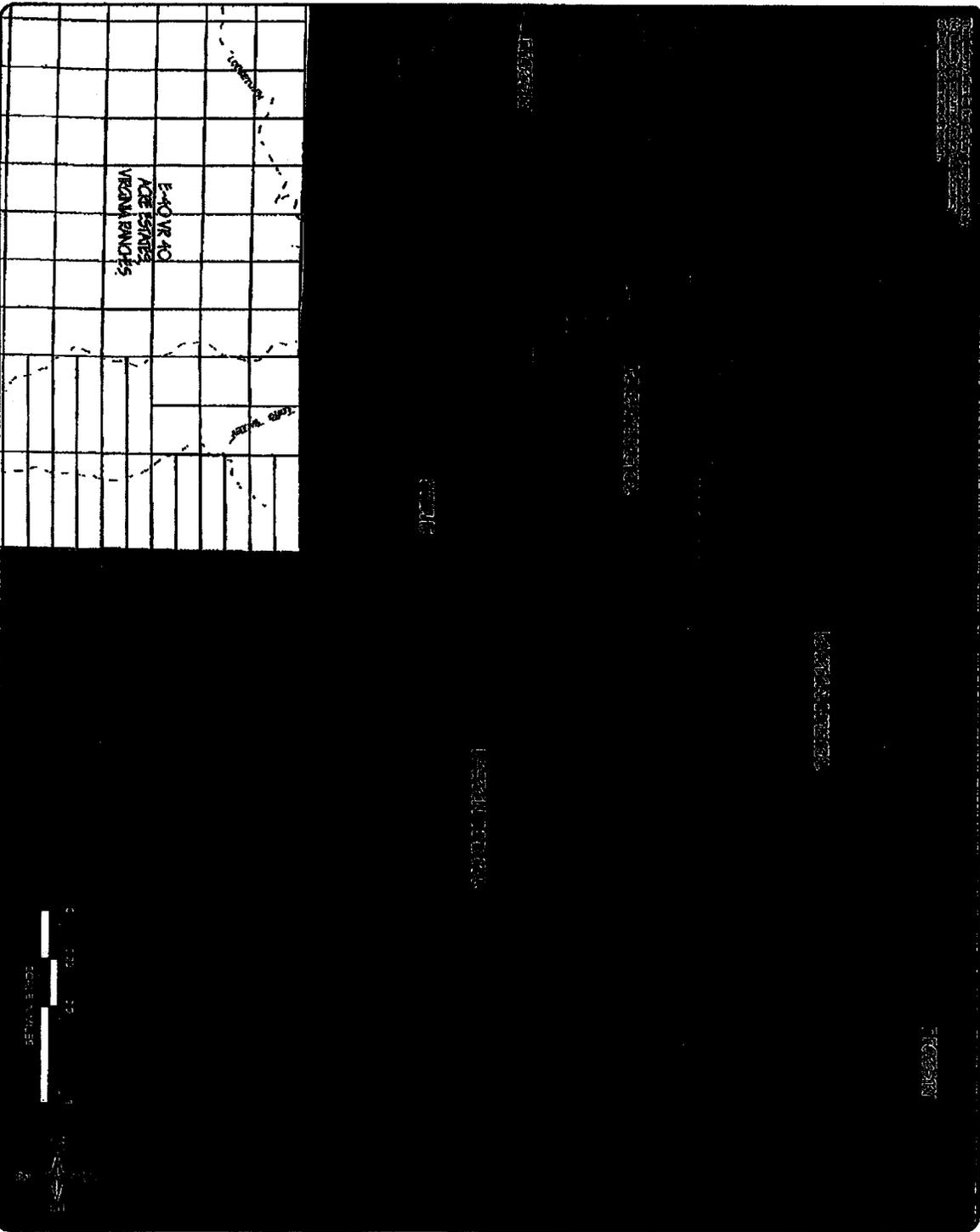


Exhibit "A"

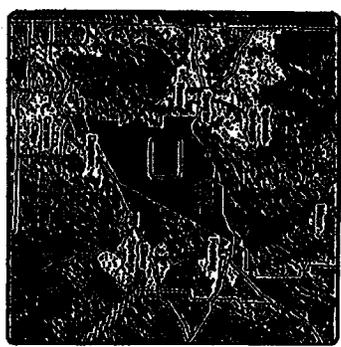




Created: August 12, 2009
 By: Storey County GIS



**STOREY
 COUNTY**



MAP LEGEND

- Parcel Boundaries
- Storey County Zoning**
- 1 AGRICULTURE, VERMONT CITY HIGHLANDS
- 1A AGRIC SERVICES, HIGHLAND PARCELS
- 4A AGRIC SERVICES, VERMONT PARCELS
- AGRICULTURE
- COMMERCIAL RESIDENTIAL
- FORESTRY
- HEAVY INDUSTRIAL
- LIGHT INDUSTRIAL
- MAYN TWIN SERVICES (1.5A, 4.2 & 9A ADJ)
- MOBILE HOME PARK
- MULTIPLE RESIDENTIAL
- NATURAL RESOURCES
- PLANNED UNIT DEVELOPMENT
- PUBLIC
- RESIDENTIAL
- SPECIAL INDUSTRIAL
- SPECIAL PLANNING REVIEW

CORDEVISTA PARCELS
 Acreage, Zoning, APN

Exhibit "B"

**STOREY COUNTY
MASTER PLAN**

9.1.5 The Great Interior

The Largomarsino Canyon area directly south of Lockwood is the location for mineral extraction operations and leads to a defense industrial zone. Long Valley Creek running through Largomarsino Canyon is severely polluted as it approaches Lockwood and is in need of restoration. Utilizing the resources of appropriate state and/or federal agencies, the county should determine the cause and source of the pollution and initiate whatever action is necessary for cleaned up.

To the southwest of Lockwood (between Lockwood and Hidden Valley on the east side of Truckee Meadows) is an area of rolling hills which could be residentially developed in the future. Access from Largomarsino Canyon would need to be provided and any planned projects would probably require the importation of water. While development in this area is probably beyond the time frame of the present plan, county officials should be aware of the area's development potential.

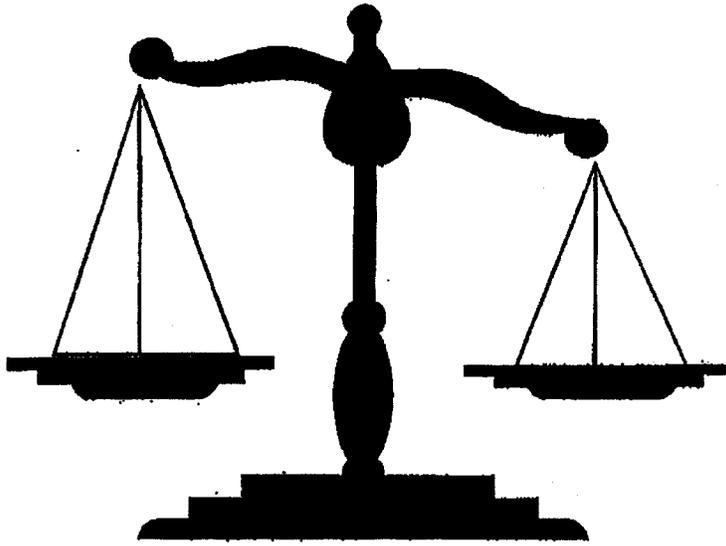
Approximately two miles southeast of Lockwood is a waste disposal site which was recently approved to accept imported solid wastes. Local criticism regarding truck access to this site through the Lockwood community has prompted officials to investigate alternative routes. The Mustang I-80 interchange, an old bridge crossing at Hafed, and a relatively smooth incline approaching the facility appear to offer the most practical resolution of this access problem.

A short distance beyond the disposal site is the turnoff to the Aerojet of Nevada facility, which is at the end of a winding two lane road. This hi-tech explosives manufacturing and testing facility is intentionally located in an area four miles from any other development. As such it provides an unusual planning and land use opportunity. With the existing two-plus mile buffer around it, consideration should be given to classifying the area a "high risk industrial" zone. The "high risk industrial" classification could be defined to include similar facilities. Property tax rates for this classification would reflect costs related to providing additional services. It is likely that many firms involved in the same or similar types of manufacturing and/or testing would be interested in relocating to an area which already had the necessary regulatory framework in place.

East from Tracy and south from Clark, adjacent to the road to the Gooseberry Mine, are several expansive areas of gently sloping hills which offer numerous sites for industrial development. The major constraint for such development of these areas is an apparent lack of water. However, the ground water resources in the region have not been adequately defined and it is quite possible that sufficient quantities for low water use industry is available. At the southern extreme of the maintained dirt road giving access to this area is the Gooseberry Mine, a steady gold producer.

9.2 Public Lands

9.2.0 Introduction



Truth Conquers All Things

~ Official ~

ZONING ORDINANCE

of

Storey County, Nevada

July 1, 1999

Chapter 17.08

ZONES GENERALLY

Sections:

- 17.08.010 Zones designated.
- 17.08.020 Maps.
- 17.08.030 Area zoning maps.
- 17.08.040 Changes of official and area zoning maps.
- 17.08.050 Rules for interpretation of zone boundaries.

17.08.010. Zones designated. The county is divided into the following land use zones:

- A Agricultural
- C Commercial
- CR Commercial/Residential
- E Estates (1, 2.5, 5, 10 and 40 acre parcels)
- E-1-VCH Estates 1 acre - Virginia City Highlands
- E-10-HR Estates 10 acres - Highland Ranches
- E-40-VR Estates 40 acres - Virginia Ranches
- F Forestry
- H-O Historic Overlay
- I-1 Light Industrial
- I-2 Heavy Industrial
- I-S Special Industrial
- MHO Manufactured/Mobile Home Overlay
- MHP Mobile Home Park
- NR Natural Resources
- P Public
- PUD Planned Unit Development and Subdivisions
- R-1 Residential
- R-2 Multiple Residential
- SPR Special Planning Review Zone

17.08.020 Map. The land use zones and boundaries thereof are established and adopted as shown on the map entitled "Official Zoning Map of Storey County " which map is made a part of this ordinance. The official zoning map shall be identified by the signature of the chairman of the Board of County Commissioners attested by the county clerk under the following words: "This is to certify that this is the Official Zoning Map of Storey County referred to in Section 17.08.020 of the Zoning Ordinance of Storey County, Nevada" together with the date of adoption.

17.08.030 Area zoning maps. For convenience and identification, the Official Zoning Map may be divided into separate maps having a scale different than the Official Zoning Map. The zones and boundaries of said zones shall be determined and delineated in accordance with the Official Zoning Map if such area map is an enlargement of the Official Zoning Map. When an area zoning map is created and not based upon the delineation's of

Chapter 17.32

'F' FORESTRY ZONE

Sections:

- 17.32.010 Applicability.
- 17.32.015 Purpose and Intent.
- 17.32.020 Permitted uses .
- 17.32.025 Uses subject to permit.
- 17.32.030 Minimum parcel area.
- 17.32.040 Yards.
- 17.32.050 Building height.
- 17.32.060 Generator Restrictions

17.32.010 Applicability. The F forestry zone shall be governed by the provisions set forth in this chapter.

17.32.015 Purpose and intent. The F forestry zone is established to protect areas having important environmental qualities in Storey County from unnecessary degradation and to provide areas of very low density residential use.

17.32.020 Uses subject to permit. The following uses may be permitted subject to securing a special use permit as provided for in chapter 17.62 of this ordinance:

- (A). One single family dwelling of a permanent character and location.
- (B). Agricultural uses and buildings used for growing crops and raising livestock or poultry;
- (C). Buildings for the sale and display of products grown or raised on the premises;
- (D). Recreational and educational uses and buildings, dude or guest ranches, churches, temples or other structures used exclusively for religious worship; tennis, golf, civic or country clubs; cemeteries; and sanitariums;
- (E). Highway and public utility maintenance camps, including honor camps;
- (F). Mining and milling operations;
- (G). Public utility or public service buildings, structures and uses;
- (H). Temporary (less than one year) asphaltic concrete plants and cement batch plants for construction projects;
- (I). Watershed protection, water storage reservoirs, pipelines, irrigation canals and ditches;
- (J). Growing and preservation of trees and nursery stock;
- (H). Hunting, fishing and skiing lodges, wildlife refuges, game farms and public campgrounds;

17.32.030 Minimum parcel area requirements. There shall be a minimum area of forty acres for each parcel of land.

17.32.040 Off-street parking. Off-street parking shall be sufficient to handle the automobile parking demands of the proposed use as determined by the Planning Commission.

17.32.041 Yards. No structure or accessory building shall be located closer than thirty (30) feet to the front property line, forty (40) feet to the rear property line, or fifteen (15) feet to the side property line.

17.32.050 Building height. Building height is subject to the provisions of section 17.12.044 of this ordinance.

17.32.60 Generator restrictions. Installation of generators as a power source shall not be permitted unless the generators are muffled and installed in a sound-insulated building. Generators that are used solely for power in emergencies or power outages need not be muffled or in a sound-insulated building.

Chapter 17.37

'I-2' HEAVY INDUSTRIAL ZONE

Sections:

- 17.37.010 Applicability.
- 17.37.020 Purpose and Intent.
- 17.37.030 Permitted uses.
- 17.37.040 Uses subject to permit.
- 17.37.050 Minimum parcel area.
- 17.37.060 Setbacks .
- 17.37.070 Loading area.
- 17.37.080 Building height.

17.37.010 Applicability. The I-2 heavy industrial zone shall be governed by the provisions set forth in this chapter.

17.37.020 Purpose and Intent. The I-2 heavy manufacturing zone is intended to provide areas for the development and operation of industrial and manufacturing uses which, by nature of their intensity, may be incompatible with other types of land use activities.

17.37.030 Permitted uses. The following uses are permitted in the I-2 heavy industrial zone and include all uses allowed in the I-1 light industrial zone if they are compatible with the surrounding I-2 heavy industry. I-1 light industrial uses shall be governed by the provisions of Chapter 17.36, except that special use permits required under Section 17.36.030 shall not be required.

- (A). Manufacturing and assembly operations which create a finished or partially assembled product for sale or distribution, except those listed below in section 17.37.040 as requiring a special use permit;
- (B). Agricultural industries excluding animal processing plants.
- (C). Bottling plants;
- (D). Breweries, distilleries, wineries;
- (E). Truck terminals;
- (F). Petroleum products storage;
- (G). Public utility service yards, electric substations and gas transmission stations;
- (H). Manufacturing of Signs and billboards;
- (I). Public utility or public service buildings, structures and uses;
- (J). The accessory buildings and structures necessary to such permitted uses located on the same lot or parcel of land;

- (K). Ten percent of the total area in the heavy industrial zone as designated in the Storey County master Plan may be utilized for commercial use. A site plan must be approved by the Storey County Building and Planning Department. No special use permits shall be required of commercial uses, but Chapter 17 shall apply to commercial uses;
- (L). Ten percent of the total Industrial building improvements may be used for commercial sales to the general public
- (M). Other uses similar to the above which are determined by the Board of County Commissioners to be consistent and compatible with the other uses permitted within the zone, after considering a recommendation of such use by the Planning Commission.

17.37.040 Uses subject to permit. The following additional uses may be permitted subject to securing a special use permit as provided for in Chapter 17.62 of this ordinance:

- (A). Junk, salvage or auto wrecking yards;
- (B). Blast furnaces;
- (C). Brick, tile or terra cotta products manufacturing;
- (D). Building materials manufacture;
- (E). Cement and lime manufacturing;
- (F). Mining and milling operations;
- (G). Paints, shellac, turpentine or varnish manufacturing;
- (H). Paper manufacture;
- (I). Petroleum products manufacture;
- (J). Petroleum refining, storage fields and reclaiming plants;
- (K). Saw mills;
- (L). Ammunition or explosive manufacture or storage;
- (M). Dumps and refuse disposal areas;
- (N). Fertilizer manufacture;
- (O). Recycling facilities and operations involving use, recovery or residue of hazardous materials and/or wastes;
- (P). Rocket fuel manufacture, testing and/or storage;

- (Q). Sewer farms and sewerage disposal plants or operations;
- (R). Incinerators, of any type and used for any purpose;
- (S). Chemical manufacture;
- (T). Commercial stockyards;
- (U). Cyanide manufacture and storage;
- (V). Watchman's dwelling, whether permanent or temporary;
- (W). Electric or gas power generating plants;
- (X). Building material sales and storage yards, including ready mix concrete and asphalt plants;
- (Y). Rock, sand and gravel excavating, crushing, processing and distribution;
- (Z). Other uses similar to the above which are determined by the Board of County Commissioners to be consistent with the uses requiring a special use permit within the zone, after considering a recommendation on such use by the Planning Commission.
- (AA). Buildings and structures constructed for uses listed in Sections 17.37.030 and .040 of this chapter that will exceed seventy-five (75) feet in height.

17.37.050 Minimum parcel area. Three (3) acres, except for commercial uses, in a heavy industrial zone area for which there is a 15,000 square foot minimum. For I-1 light industrial uses in a heavy industrial zone area, there is a one acre minimum.

17.37.060 Setbacks. No building shall be located closer than fifty (50) feet to any property line.

17.37.070 Loading area. Loading area shall have adequate room. All truck parking and docking areas shall be so designed that country streets shall not be impacted by the operation of the business.

17.37.080 Building height. No building shall have a height greater than six (6) stories or seventy-five (75) feet, not including silos, stacks, or equipment. A special use permit will be required if the facility exceeds these limits.

Chapter 17.38

'I-S' SPECIAL INDUSTRIAL ZONE

Sections:

- 17.38.010 Applicability.
- 17.38.020 Purpose and intent.
- 17.38.030 Permitted uses.
- 17.38.040 Required criteria for permitted use.
- 17.38.050 Special zoning limitations to assure separation of incompatible uses.
- 17.38.060 Building requirements.
- 17.38.070 Parcel size requirements.

17.38.010 Applicability. The I-S special industrial zone shall be governed by the provisions set forth in this chapter.

17.38.020 Purpose and intent. The I-S special industrial zone is intended to provide areas for special industrial and manufacturing uses characterized by activities which require distance separated from other less intensive uses. Such uses are necessary and appropriate for the planned development of Storey County and shall be protected from encroachment through proper land use controls and buffering. The provisions of the I-S special industrial zone are designed to allow safe operation of uses within the zone while providing protection from encroachment on other uses which may be impacted by special industrial and manufacturing activities.

17.38.030 Permitted uses. In the I-S special industrial zone the following uses shall be permitted, provided compliance with the provisions of section 17.38.040 is met and maintained:

- (A). Ammunition manufacture, testing and storage.
- (B). Chemical manufacture, testing and storage.
- (C). Air bag and other passive restraint system manufacture, testing and storage.
- (D). Explosive, propellant, and pyrotechnic manufacture, testing and storage.
- (E). Igniters and ignition systems manufacture, testing and storage.
- (F). Research and development activities related to any of the uses described in this section 17.38.030.
- (G). Hazardous materials, treatment, storage and disposal sites, including refuse disposal sites for hazardous materials produced or used on the site in connection with the uses permitted by this section 17.38.030.

- (H). Hazardous waste management facilities involving use, recovery, recycling, storage, treatment and management of hazardous materials for hazardous materials produced or used on the site.
- (I). Environmental testing facilities such as simulation of temperature, vibration, fire, explosion, high altitude, etc.
- (J). Employee service facilities, operated in connection with, and on the same property as, a use permitted by this section 17.38.030. Such facilities shall be for the exclusive use of the property owner's invitees and invitees' employees and shall not be open to the public.
- (K). Office, security and related functions operated in connection with, and on the same property as, any of the uses permitted by this section 17.38.030.
- (L). Open air testing of materials developed for any of the uses described in this section 17.38.030, including testing to obtain design criteria for building construction, personnel safety, shipping requirements and anything useful for those purposes.
- (M). Other uses which are consistent with or related to the uses described in this section 17.38.030.

17.38.040 Required criteria for permitted use. Any use listed in section 17.38.030 of this chapter which can be demonstrated by the applicant to meet the following criteria shall be a permitted use in the I-S special industrial zone. Any use listed in section 17.38.030 of this article which does not meet all of the following criteria may be permitted by Special Use Permit pursuant to chapter 17.62 of this ordinance.

- (A). No use or building except structures used for office or employee service facilities shall be located closer than five hundred (500) feet from the boundary of the site unless the applicant can demonstrate that the distance from the boundary of the site is adequate to protect surrounding uses.
- (B). In lieu of subsection (A), the boundaries of the site may be surrounded by a buffer area of the same distance. The buffer area shall not contain any uses or buildings except that a use or building permitted in the I-S special industrial zone may be allowed provided such use or building is not less than five hundred (500) feet from the boundaries of the property making the application unless the applicant can demonstrate that the distance from the boundary of the site is adequate to protect surrounding uses. The buffer area may consist of property restricted by fee ownership, lease, easement, license or other manner which the applicant demonstrates will assure the existence of the buffer area for as long as the permitted use remains on the property. The buffer area may be provided by open space areas, wilderness land or land restricted in use by a governmental agency or private entity, if the applicant demonstrates that the buffer area requirements will be met and retained for the life of the permitted use.
- (C). The boundaries of the property shall not be located closer than one (1) mile to property which permits a residential use, except for those boundaries permitting a residential use at the time of the passage of this zoning ordinance.

- (D). The boundaries of the property shall not be closer than two (2) miles from a permitted city or town.
- (E). Posting, marking and fencing of the property shall be in accordance with the requirements of agencies having regulatory jurisdiction of the activity.
- (F). Weaponry, ammunition or explosives testing shall not include the intentional flight of any missile, aircraft or projectile outside of the area zoned I-S special industrial zone.

17.38.050 Special zoning limitations to assure separation of incompatible uses. The purpose of these special limitations is to prohibit the encroachment of incompatible uses into areas adjacent to lands zoned for I-S special industrial use. Such limitations are intended to preserve the continued usability of those areas zoned I-S special industrial zone for permitted uses and to protect other uses from the impacts and hazards which could result if such uses were established near areas zoned I-S special industrial zone.

All properties zoned within one (1) mile of any area zoned I-S special industrial shall be zoned and maintained in one or more of the following zone zones.

- (A). The F forestry zone; or
- (B). The I-2 heavy industrial zone.

In addition, no high explosive structures shall be constructed on the property within 1,320 feet of the boundary of the I-S special industrial zoned property.

17.38.060 Building requirements. Building siting and construction shall conform with applicable federal, state and local health, fire and safety codes applicable to the permitted use.

17.38.070 Parcel size and width requirements. Each property shall meet the required criteria of section 17.38.040 of this chapter. The minimum width of any property shall be 5,280 feet.