

DOC # 0132609

03/17/2008

03:08 PM

Official Record

Recording requested By
LINCOLN COUNTY CLERK

Lincoln County - NV

Leslie Boucher - Recorder

Fee: Page 1 of 90

RPTT: Recorded By: AE

Book- 244 Page- 0391



0132609

APN: 008-251-04

APN: 008-251-03

Eagle Falls Development Agreement- BLT Acquisition Group

This document is being re-recorded to include exhibits omitted by an earlier recording on September 17th, 2008.

The exhibits include,

Eagle Falls Development Handbook
Toquop PUD Parking Standards
Exhibits 1-12 of the Development Handbook
Conditions of Approval

This document is being recorded in accordance with NRS 278.0203.

Official Record

Recording requested By
LINCOLN COUNTY CLERK

Lincoln County - NV
Leslie Boucher - Recorder

Fee: Page 1 of 36
RPTT: Recorded By: AE
Book- 244 Page- 0230

APN _____

APN _____

APN _____



0132580

Eagle Falls Development Agreement
Title of Document

Affirmation Statement

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

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number of a person or persons as required by law: _____
(State specific law)

[Signature] _____
Signature Title Clerk

Signature

9-9-08
Date

Grantees address and mail tax statement:



STANDARD DEVELOPMENT AGREEMENT

between

LINCOLN COUNTY, NEVADA

and

**BLT LINCOLN COUNTY LAND, LLC
A NEVADA LIMITED LIABILITY COMPANY**

pertaining to:

(Eagle Falls Planned Unit Development (PUD), located in the Toquop Planning Area,
also known as the Lincoln County Land Act, Lincoln County, Nevada)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between the County of Lincoln ("County") and BLT Lincoln Count Land, LLC, a Nevada Limited Liability Company, the Developer of the real property described on Exhibit "A" ("Developer"), attached hereto and incorporated herein by reference. The Agreement is legally effective when signed and dated by the Parties below ("the Effective Date"). The Agreement is for the development of the Eagle Falls Planned Unit Development ("PUD").

SECTION 1 DEFINITIONS

1. **Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

- A. "Agreement" has the meaning assigned to it in the first paragraph hereof. Agreement at any given time includes all addenda and exhibits incorporated by reference and all amendments that have become effective as of such time.
- B. "Applicable Rules" means and refers to the following:
- (i) Title 14 of the Lincoln County Code;
 - (ii) the PUD Conceptual Plan; as approved by County
 - (iii) the terms and conditions of this Agreement;
 - (iv) the Lincoln County Master Plan as of the Effective Date;
 - (v) the Concurrent Approvals;
 - (vi) the Eagle Falls Design Standards, as amended from time to time;
 - (vii) all applicable state and federal laws and regulations;
 - (viii) all applicable public health laws as they may change from time to time;
 - (ix) Applicable Code provisions, Ordinances, Rules, regulations and official policies of the County as adopted and in force as of the Effective Date (except for health and safety code provisions which will be applicable whenever adopted) except as modified by the Concurrent Approvals and this Agreement and as amended from time-to-time, as set forth herein, which shall be fixed for the terms of this Agreement, regarding planning, zoning, subdivisions, growth management, gaming enterprise districts, timing and phasing of development, permitted uses of the Subject Property, environmental requirements and considerations, density, design, and improvement standards and specifications applicable to the PUD, excepting there from:
 - (a) Any fees, monetary payments, submittal requirements and review procedures prescribed by ordinance which are uniformly applied to all development and construction within the Toquop Township Planning Area subject to the County's jurisdiction. Developer agrees to be subject to all such fees and monetary payments prescribed by ordinance as adopted or amended through the duration of this Agreement, and



- (b) Any provisions of the Code adopted by the County Commission relating to or referencing standards or specifications which have also been adopted by the RTC or the TGID and apply uniformly to all development throughout the County.
- (x) Lincoln County Capital Improvement Plan, as amended from time to time.
- C. "Best Efforts" means, in the case of any contingent obligation of County or Developer, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance; provided, such term does not imply a legal obligation to take any specific action if, such action would, in the reasoned opinion of both parties, be impossible to perform.
- D. "Building Permit" means an official authorization by the County Building Official to commence construction of a residential dwelling, which may include single-family detached and attached dwellings, condominiums, townhouses, apartments, or other residential dwellings that may house families on a permanent basis, and includes any commercial permits, including hotel and/or casino, or other commercial development.
- E. "County" means Lincoln County a political entity of the State of Nevada together with its successors and assigns.
- F. "Commission" means the County Commission and governing body of Lincoln County.
- G. "County Master Plan" means the long-range comprehensive master plan adopted by the County Commission and all amendments thereto including, but not limited to, all adopted land use and development plans, except as amended by the adoption of more recent plans in effect as of the Effective Date.
- H. "Code" means Title 14 of the Lincoln County Code, including all rules, regulations, standards, criteria, manuals and other references adopted therein or thereby.
- I. "Concurrent Approvals" means the following approvals and authorizations, together with applicable conditions, as granted by the Commission prior to or substantially concurrently with the authorization and approval of this Agreement:
- (i) the Master Plan designation as "PUD";
 - (ii) the Conceptual PUD Plan and Maps, and;
 - (iii) the Eagle Falls Design Standards as Amended from time to time;
- J. "Designated Builder" means a merchant homebuilder, apartment developer or other developer of real property within the PUD and so designated by Developer in writing, that is constructing any development and that may be eligible for certain impact fee credits or obligated for specific development requirements as may be specified herein or within the Applicable Rules and/or Concurrent Approvals.
- J. "Developer" means Developer(s), Owner(s), or their successors and assigns, if any.
- K. "Eagle Falls Design Standards" means the Design Standards approved and adopted by the Commission for the PUD describing specific standards for development in the PUD. In the event the PUD changes its designation as "Eagle Falls", Developer may, change the name as defined herein to be commensurate with the new PUD designation with County consent.



- L. "Effective Date" means the latest date of the signatures of the parties hereto as evidence by latest date set forth on the signature page hereof.
- M. "Fire District" means an entity created by the Commission to provide public fire protection and emergency medical services to the PUD or the Toquop Planning Area, also known as the Lincoln County Land Act.
- N. "Fire Facility, temporary" means a modular public building and appurtenances therein provided by Developer and utilized by the County for the purpose of providing fire protection and rescue services with the LCCRD and used on temporary basis until the need for a permanent fire station, as determined by this agreement or by the County, becomes apparent.
- O. "Fire Facility, permanent", means a permanent public building and appurtenances therein constructed by Developer and conveyed to County for the purpose of providing fire protection and rescue services with in the LCCRD, which may or may not, at County's discretion, be located at the "Satellite Government Facility" site, as required under Section 4.3.
- P. "Fire Substation" means a public building and appurtenances therein constructed by Developer and conveyed to County for the purpose of providing timely response for fire protection and/or rescue services within the PUD. More than one Fire Substation may be required within a PUD, dependant upon response time and/or specialty response required.
- Q. "General Improvement District" (GID) means an entity created by the Commission to provide public services and infrastructure management to the PUD or the Toquop Planning Area, also known as the Lincoln County Land Act.
- R. "LCCRD" – means property sold pursuant to the Lincoln County Conservation, Recreation and Development Act of 2004 within the Toquop Planning Area, and is interchangeable with Toquop Planning Area..
- S. "Master Drainage Study" means the Toquop Drainage Study approved by Lincoln County for the Toquop Planning Area and incorporating the PUD, or a portion thereof, acceptable to the County. The Toquop Drainage Study is of sufficient engineering to provide a basis for which all subsequent drainage studies must be in compliance and when acceptable to the County, will permit the County to review Tentative and Final Large Parcel land subdivision applications within the PUD.
- T. "Master Home Owners Association" means an association of residential property owners within a "planned community", "condominium" or "cooperative" as such terms are used in NRS Chapter 116, et seq.
- U. "Master Plan" means the Master Plan for land use activity and density in the PUD, as hereafter may be lawfully amended.
- V. "Master Transportation Study" means the Toquop Transportation Study approved by the County for the Toquop Planning Area which incorporates the PUD and addresses the major street network and intersection plan of the Toquop Planning Area and identifies impacts to street segments and intersections outside the Toquop Planning Area and the need to construct improvements outside of the Toquop Planning Area. The Master Transportation Study may include any and all addenda acceptable to the Commission.
- W. "NRS" means Nevada Revised Statutes.



- X. "Off-Site Improvements" means public or private facilities that may include but are not limited to, underground utilities (such as sanitary sewer, water, gas, electricity, and communication lines), Street Improvements such as: fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control devices, and other improvements such as, survey monuments, flood control, drainage facilities and landscaped islands, corridors and areas, which are permitted within public right-of-ways as required by the County, and excludes public and private internal subdivision improvements to be completed by Merchant Builders within the PUD..
- Y. "Owner" means the owner or developer of the Subject Property and its Heirs, Successors or Assigns, if any.
- Z. "Planned Unit Development" or "PUD" means the Subject Property and the proposed development of the Subject Property described in this Agreement.
- AA. PUD Name Designation - means the current name for the PUD as of the effective date of this Agreement. Developer, with County approval which shall not be unreasonably withheld, may at any time and from time to time change the current PUD Name Designation.
- BB. "PUD Master Transportation Study" means a detailed transportation study specific to the Eagle Falls Master PUD plan and addresses, in sufficient detail, the major street network and intersection plan and identifies impacts to street segments and intersections outside the Eagle Falls Master PUD plan and the need to mitigate impacts accordingly. The PUD Master Transportation Study is sufficient to allow for the recordation of large lot Final Map land divisions and recordation of subsequent residential subdivision final maps, with the exception of a commercial subdivision maps, within the Eagle Falls Master PUD plan.
- CC. "Qualified Parks, Recreational Facilities and Open Space" means programmable park space and facilities and non-programmable amenities, such as trail systems, trailheads, wash corridors or other natural or environmental areas of significance that are open and available for general public use on a non-discriminatory basis and can be programmed by either the Owner, the GID, or the County.
- DD. "Residential Construction Tax" – has the meaning as given to it in NRS 278
- EE. "RTC" means the Regional Transportation Commission of Lincoln County.
- FF. "Satellite Government Facility" means a public building built by Developer and conveyed to County for the purpose of providing county governmental administrative services within the LCCRD.
- GG. "Subject Property" means that certain real property owned by the Developer located in the County and more particularly described in Exhibit A.
- HH. "Successors and Assigns" means any person or entity that assumes the role of the Developer, whether as master developer, builder, or designated builder, or assumes the responsibilities of the Developer.
- II. "Streetscape Area" means the street medians and landscaping areas adjacent to all Master Plan roads within the Planned Community and all public or private roads within Merchant Builder improvements.
- JJ. "Technical Drainage Study" means a detailed drainage study to be prepared for subsequent and specific PUD approvals as required by the County to record residential and commercial subdivision maps or for specific off-site public and private roadway or storm drain facility improvements



KK. "Term" means the term of this Agreement as defined in Section 12.2 thereof.

LL. Toquop General Improvement District (TGID) – means the general improvement district created pursuant to the ordinance adopted by the County for public convenience and necessity of providing certain public services within the Toquop Planning Area on land lying within Lincoln County, Nevada as authorized by NRS Chapter 318.

MM. "Toquop Township Planning Area" ("Toquop") means the area located in the southeast corner of Lincoln County know as the Lincoln County Land Act.

**SECTION 2
RECITAL OF PREMISES, PURPOSE AND INTENT**

2.1 Recitals. This Agreement is predicated upon the following facts and findings:

- A. Statutory Authorization. The County is authorized, pursuant to NRS Chapters 278.0201 through 278.0207 and 278.02591 through 278.02598, inclusive, to enter into binding agreements with persons having a legal or equitable interest in real property to establish long range plans for the development of such property.
- B. Ownership Interest. Developer represents that it has acquired, or has the right to acquire, fee title ownership of the Subject Property.
- C. County Authorization, Hearing and Ordinance. All preliminary processing with regard to the PUD has been duly completed in conformance with all applicable laws, rules and regulations including, without limitation and adoption of the Concept PUD Plan. The Commission, having given notice as required by law, held a public hearing on Developer's application seeking approval of the form of this Agreement and the execution hereof by the Commission. At the described meeting, the Commission found that the form of the Agreement is consistent with the Commissions plans, policies and regulations, and that the execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. NRS grants the County power to enter into and perform development agreements subject to the terms and conditions of the ordinance approving the form of this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance shall take effect as provided in NRS 266.105. The Parties have agreed to record a certified copy of the Ordinance as required by NRS 278.0207.
- D. County Intent. County desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law and this Agreement to provide for public services, public uses, and urban infrastructure to promote the health, safety and general welfare of County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the PUD and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens and otherwise achieve goals and purposes for which the State statute and County ordinance authorizing Development Agreements were enacted.
- E. Developer Intent. In accordance with the legislative intent evidenced by NRS 278.0207 the Nevada State Statute authorizing development agreements and the intent of County in adopting an ordinance allowing development agreements, Developer wishes to obtain reasonable assurances from the County that Developer may develop the PUD in accordance with the Applicable Rules subject to the conditions established in this Agreement. Because of the nature of the PUD and the type and extent of the public and private improvements to be provided within the PUD, the development of the PUD is based on expectations of proceeding with the PUD to completion.



- F. Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the PUD be developed in the manner contemplated by this Agreement. Among such circumstances are the unavailability or insufficiency of water or other limited natural resources, federal regulation of air and water quality, and similar conditions. In such event, Developer and County would be relieved of their obligations set forth in this Agreement. It is not the intent of the parties nor shall this Section be construed as excusing County or Developer of any obligation hereunder or depriving County or Developer of any right under this Agreement. County and Developer agree that the Subject Property cannot be developed unless there is sufficient power, water and sewer service and that such services are, or can be made available in a cost effective manner as determined by Developer in its reasonable discretion.
- G. Provision of Water and Sewer Service. Developer clearly understands and agrees that, among other requirements, water commitment and sanitary sewer system development approval must be obtained from the proper governmental entities, specifically all domestic water service, excluding reclaimed or reuse water, must have the approval of the Lincoln County Water District. It is understood by Developer and County that per Title 14, no individual water wells will be permitted. The County does not guarantee the provision of water and sewer services. Developer may provide for water and sewer service through a private utility service or a General Improvement District (GID) provided the private utility complies with all, federal, state and local requirements

- 2.2 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with regard to this Agreement and shall serve as the basis for the interpretation of this Agreement.
- 2.3 Permitted Uses, Density, Height, and Size of Structures. Pursuant to the requirements of NRS 278.0201, Title 14 of the Lincoln County Code, the Eagle Falls Design Standards for this PUD must set forth the maximum height and size of structures to be constructed on the Subject Property, the density of uses and the permitted uses of the land. County agrees the PUD may be developed to the density and with the land uses set forth in the Conceptual PUD Plan and Eagle Falls Design Standards. The maximum height and size of structures to be constructed, as part of the PUD, shall be governed by the Applicable Rules.
- 2.4 Eagle Falls Design Standards. The PUD shall be developed to the standards set forth in the Eagle Falls Design Standards and as approved by the Commission and designated in Exhibit C of this Agreement. The Eagle Falls Design Standards shall include common area and streetscape themes, a master sign and monument plan, a master landscape palette, and maintenance provisions for the common and County-owned areas. Any required or applicable development or design factor not included in the Eagle Falls Design Standards, such as architectural design standards, shall be as set forth in the Code. Developer may, amend or modify those sections within the Eagle Falls Design Standards that have been identified and approved for modification by the County, so long as such amendment or modification is not in conflict with the Code.

**SECTION 3
DEVELOPMENT OF THE PLANNED COMMUNITY**

- 3.1 Time for Construction and Completion of the PUD. Subject to the terms of this Agreement, Developer shall have complete discretion as to the time of commencement, construction, phasing, and completion of any and all development of the PUD, subject to the requirements of Federal, State or County law and this Agreement. Nothing herein shall be construed to require Developer to develop the PUD or any part thereof.

A. Notwithstanding any provision to the contrary contained in this Section 3, Developer will develop (at no cost to County) a receiving and storage area within the Subject Property, to include providing a Postal Zip Code, for receiving materials for all contractors and major sub-contractors for the project at the earliest practicable time before construction and after approval



of the SLCHCP (as described in Section 3.13 below) and issuance of the Section 10(a)(1)(B) permit by USFWS). The purpose of the receiving and storage area is to ensure County is credited for the State of Nevada sales tax revenues.

- 3.2 **Plans and Maps.** The Conceptual PUD Plan and associated Maps, approved by the Commission for the PUD, along with the Eagle Falls Design Standards, constitute the PUD Master Plan. In addition, development of the PUD will be guided by such other plans as may be submitted by Developer or any Builder, including those which may be required by the County for traffic, parks, conservations, drainage and other applicable matters. All plans are to be approved by the County. All plans must comply with the Applicable Rules.
- 3.3 **Adoption of the Conceptual PUD Plan.** County hereby agrees that the Subject Property may be used and developed during the Term hereof for the purposes and in the manner set forth in the Conceptual PUD Plan. The Conceptual PUD Plan sets forth broad categories of uses and defines maximum number of units and densities allowed in the PUD. The Developer may not change the maximum gross density and types of uses beyond the standards set forth in the Conceptual PUD Plan without prior County written approval. In the event Developer does not utilize the maximum permitted number of units for any specific development area with the PUD, Developer may, as identified in the Conceptual PUD Plan and with County written approval, transfer the excess units to other areas within the PUD. The Parties agree that this Agreement incorporates and adopts the Conceptual PUD Plan and further acknowledge that the Conceptual PUD Plan becomes a part of the County Master Plan.
- 3.4 **Modification of Applicable Rules.** County and Developer acknowledge and agree that the Applicable Rules and the Concurrent Approvals are peculiar to the PUD and may not be amended, modified or changed during the Term of this Agreement without the express written consent of the Parties except as may be otherwise explicitly provided in this Agreement, and with the exception of changes to health, safety or environmental regulations which are applicable to the Development as they are and as they change from time-to-time.
- A. County agrees that any changes to the development standards applicable to any base-zoning district, which are more restrictive than the Eagle Falls Design Standards in effect on the Effective Date, will not apply to the PUD. It is understood this will not apply to any change in the nationally recognized building code that is now or may be adopted by the County, nor any changes in life safety standards where applicable.
- B. The Parties may agree in writing that any newly adopted ordinance, rule, regulation or policy not automatically applicable to the PUD, will be applied to development within the PUD. In such event, the Parties shall execute an amendment to this Agreement that will then be recorded and constitute a portion of this Agreement.
- 3.5 **Environmental Mitigation.** Developer will use its best efforts to educate and inform builders and contractors within the PUD of any applicable environmental rules and best management practices and to encourage compliance therewith. Developer and all other builders and contractors working with the PUD will be subject to the Southeastern Lincoln County Multi-Species Habitat Conservation Plan as adopted by the Commission.
- 3.6 **Amendments to Development Agreement.** County agrees that Developer or County may submit amendments to this Agreement during the course of development of the PUD and during the Term of this Agreement within any six (6) month period, subject to the discretion of the Commission. County agrees that any Amendments to the Agreement shall be limited in scope to the subject matter of the Amendment. Proposed amendments will be consistent with the intent of this Agreement and the Applicable Rules and will be processed and considered in accordance with the provisions for an amendment to a Development Agreement as prescribed in Ordinance No. 2004-02. Any amendment must be approved by all Parties prior to Commission approval.



3.7 Reliance on Concurrent Approvals and Applicable Rules. County hereby agrees and assures that Developer will be permitted to carry out and complete the entire PUD in accordance with the land use zones, uses and densities set forth in the Conceptual PUD Plan, subject to the terms and conditions of this Agreement. Without limiting the foregoing, and subject to the conditions and requirements of the Applicable Rules and the Concurrent Approvals, County agrees:

A. Pursuant to the PUD Master Plan and this Agreement:

- (i) The maximum quantity of residential dwelling units (including single-family and multiple-family dwelling units) that may be developed and constructed within the PUD shall not exceed ten thousand thirty-two (10,032), or 3.3 dwelling units per gross acre per Title 14. In the event, Title 14 is amended to increase this gross density cap per gross acre beyond 3.3 dwelling units, or to the extent any other property within the LCCRD is approved for gross density that exceeds Title 14, Developer may be approved to Amend the PUD accordingly, without prejudice to the increased density requested so long as the increased density is deemed Title 14 compliant or consistent with similar Density increases approved within the LCCRD and consistent with the applicable concurrent approvals. Developer agrees to update the PUD Master Transportation Study and PUD Master Drainage Study as needed, and to construct any improvements due to the additional impacts within the Toquop Planning Area.
- (ii) The PUD may, subject to the water conservation conditions set forth in Section 5.04, contain golf courses having up to thirty-six (36) holes of golf and related facilities.
- (iii) The PUD may be developed with the other land uses and facilities described in the PUD Master Plan.
- (iv) Developer may develop or permit development of aggregate processing operations, concrete and/or asphalt plants and sell the products of such operations within and outside the PUD. Any such use must comply with zoning and permitting requirements outlined by the Code.

3.8 Inclusion of Additional Lands. County specifically acknowledges that Developer may become the fee title owner or hold interest in lands other than those described in Exhibit A to this Agreement. County may consider supplemental Development Agreements in accordance with the provisions of this Agreement, if necessary. Supplemental Development Agreements will only be valid if approved and executed by both parties and processed and considered in accordance with NRS. The parties hereto agree that a separate Supplemental Development Agreement may be created addressing the additional lands provided:

A. Developer obtains all necessary County approvals;

B. The Supplemental Development Agreement conforms as nearly as practical to the terms and provisions of this Agreement including but not limited to requiring Developer to provide additional park facilities and dedicate additional school sites and any other public facilities, if necessary, based on the formulas established in this Agreement.

3.9 County Processing of Tentative and Final PUD Plan Submittals. All processing of Tentative and Final PUD Plan Submittals will be done in accordance with Title 13 and Title 14 of the Lincoln County Code.

3.10 Digital Map Data. Developer will prepare and submit to County, all digital data in accordance with Title 13 and Title 14 of the Lincoln County Code, along with any requirements of the Lincoln County Planning Director.



- 3.11 Special Improvement Districts. County may agree upon Developer's request to use its best efforts to assist Developer in the creation of one or more Special Improvement Districts (SID) in accordance with NRS Chapter 271 and Chapter 308, to finance necessary infrastructure improvements for the PUD. At Developer's Request, County and Developer may cooperate in the formation of one or more SID's to pay for the construction and or acquisition of public infrastructure required to develop the Subject Property in accordance with the approved PUD and this Agreement. County also agrees that, to the extent any such District is formed and sells bonds in order to finance such infrastructure, Developer shall be entitled to reimbursement of any funds expended or lands dedicated for the establishment of public facilities pursuant to this agreement or as otherwise may be required. Any such SID shall not obligate the County in any manner to provide for additional funding for construction from any County resources, other than those resources established through the formation and funding of the SID.

- 3.12 General Improvement Districts. County hereby acknowledges that Developer may seek to create one or more General Improvement Districts (collectively "GID") under NRS Chapter 318 to provide certain improvements and long-term maintenance and operations within the PUD. NRS Chapter 318 authorizes General Improvement Districts to acquire, construct, reconstruct, improve, extend and better lands, works, systems and facilities for electric light and power; streets and alleys; curbs, gutters and sidewalks; storm drainage and flood control; sewer; water; fire; emergency medical services; pest and weed abatement; endangered species protection; recreation such as swimming pools, golf courses, tennis courts, athletic fields, playgrounds, public parks, biological gardens and other recreational facilities; and other facilities and improvements which may be authorized under NRS Chapter 318. The GID would further be authorized to establish a system of rates, fees and charges for the use or availability of use of such facilities and pledge such revenues for the payment of any indebtedness or special obligations resulting from such activities. County may agree, upon Developer's request, to form a GID covering Developer's land holdings in Lincoln County, Nevada. County and/or Developer acknowledges that the Commission has the jurisdiction, power and authority to create and supervise such GID, Developer further agrees to participate in the formation and funding, along with other Toquop Developer's of one overall GID to address infrastructure, transportation, drainage control, etc., for common uses throughout Toquop. Any such GID shall not obligate the County in any manner to provide for additional funding for construction or maintenance from any County resources, other than those resources established through the formation and funding of the GID.

- 3.13 Southeastern Lincoln County Habitat Conservation Plan (SLCHCP). The existence of the SLCHCP, under Section 10(a) of the Endangered Species Act, allows for the issuance by the United States Fish & Wildlife Service (USFWS) of permits (known as Section 10(a) permits). This permit will allow the "incidental take" of threatened or endangered species on non-federal properties within the SLCHCP. Developer acknowledges that the SLCHCP shall specifically cover all of Developer's landholdings in Toquop. County and Developer agree that upon implementation of the SLCHCP any cost for any activity required by the SLCHCP will not become an obligation of the County.

- 3.14 Dust Mitigation. Developer agrees to use its best efforts to educate builders and contractors within the PUD of the applicable rules of the Nevada Division of Environmental Protection Bureau of Air Quality (BAQ), and any applicable ordinance as adopted by Lincoln County, with respect to dust mitigation and to encourage compliance therewith.

- 3.15 Temporary Storm Water Construction Permit. Developer agrees to use its best efforts to educate builders and contractors within the PUD on the requirements for a Temporary Storm Water Construction Permit issued by the Nevada Division of Environmental Protection (NDEP), and any applicable ordinances as adopted by Lincoln County.

- 3.16 Future Approvals within the Toquop Planning Area. County acknowledges that Developer will incur substantial cost in complying with the terms of this Agreement in development of the Master Plan PUD and that Developer has agreed to the conditions, restrictions and exactions set forth herein in reliance on County's representation that it intends to require other Developers within the Toquop Planning Area to adhere to the same standards of approval on an equitable level. County agrees, therefore, that it will not permit the development of property within the Toquop Planning Area except on the terms substantially consistent with those set forth herein. In the event County does permit such other



development, Developer shall have the right, in addition to any other remedy Developer may have hereunder, to amend this Agreement accordingly. County further agrees that any such amendment shall not be reasonably withheld.

- 3.17 Cooperation in Obtaining Available Funding and Public Financing. County Acknowledges Developer intends to explore all available sources of financing for the development of the Subject Property and completion of the improvements required, including private and public sources, wherever available. County agrees to use its best efforts, consistent with the County's best interests, to assist the Developer, and sponsoring Developer's requests when appropriate, in obtaining and using any state, regional or federal funds, including but not limited to grants, funds for nature trails, or other monies that may be available or become available for the acquisition, construction, or maintenance of public facilities within the Subject Property. Any such effort shall be the sole responsibility and cost of the Developer. Furthermore, without being bound to the creation or implementation of the same, the parties agree to discuss the possibility of utilizing one or more Special Improvement Districts (SIDs) to finance public improvements within the Subject Property, to the extent authorized by applicable state law.
- 3.18 Early Grading. County acknowledges, the Subject Property has limited physical access and agrees to allow Developer to commence rough grading of the Master PUD Arterial and Collector Roadways earlier than would otherwise be permitted under the Applicable Rules, payment of all applicable fees, and approval of a clearing, grading and drainage plan that is in general conformity with the locations shown on the PUD Conceptual Plan and issuance of a Dust Permit for the same, provided all graded access is secured for strictly controlled private, non-public access. Security and access control to be approved by Lincoln County prior to approval of any encroachment into dedicated rights of ways. Approval may require Developer to enter into an encroachment & indemnity agreement for same.
- 3.19 Public Utility & Access Easements & Rights of ways Developer agrees to provide, at no cost and upon written request, any and all public utility and or access easements as deemed necessary by and at the County's sole discretion for the orderly development of the Toquop Planning Area in accordance with the approved Toquop Master Transportation, and Drainage Studies, as may be amended from time to time, and in accordance with any other regional utility needs to include but not be limited to Power, Telephone, Water, Sewer, Cable, and Natural Gas provided the same is required of all Developers in the Toquop Planning Area as defined herein. County agrees to request easements on an as needed basis and in conformance with the planned arterial roadways and utility corridors as designated on the PUD Concept Plan, as approved and amended, and with any subsequent maps as approved by the County.
- 3.20 Tax Increment Areas. County understands Developer may consider the creation of one or more Tax Increment Areas in accordance with NRS Chapter 278C to finance those undertakings for the PUD as allowed by law. Developer understands any such Tax Increment Area must be approved and administered by the County which approval shall not be unreasonably withheld. In the event Developer and County agree to the Tax Increment Area, Developer shall be responsible for the sole cost of its formation.
- 3.21 PUD Name Designation Changes- Developer, with County's approval, which shall not be unreasonably withheld, reserves the right to change the current and future PUD Name Designation at any time and from time to time for purposes of Marketing, Advertising, Licensing and Transacting or for any other purpose Developer so desires without amending this Agreement or any of the Concurrent Approvals. Developer acknowledges, that in the event Developer changes the PUD Name Designation, that all County approvals will be required to be submitted under the PUD Name Designation as of the Effective Date of this Agreement unless otherwise agreed to by the County.

**SECTION 4
PUBLIC SERVICES AND FACILITIES**

4.0 County agrees that an interlocal agreement(s) between County and Mesquite for fire and sheriff services is within the best interest of the LCCRD. County agrees Developer may be a part of the discussions between County and Mesquite relating to the terms of the interlocal agreement(s) for fire and sheriff services.



Developer shall be responsible to County for all related costs of fire and sheriff services provided within the Planned Community. Within six (6) months after the issuance of the first grading permit or upon request by the County, Developer shall provide a fully functional, including air conditioning, construction office trailer within the Planned Community for County's sole temporary use and benefit. The construction trailer shall revert back to Developer upon completion of the Temporary Modular Facility or the completion of the permanent Sheriff and Fire Facilities referenced herein.

A. Failure to Timely Construct or Equip. In addition to Section 9 of this Agreement, if Developer fails to timely construct any of the Public Facilities in this Section 4, then no further building permits will be issued in the PUD until such facilities is/are constructed, unless otherwise agreed to by Developer and County.

4.1 Fire and Emergency Medical Service.

Fire District. County and Developer agree that the County will have to create a District that will provide necessary Fire and Emergency Medical Services within Toquop, it is anticipated that this District will be referenced as the Toquop Fire District ("Fire District"). Upon creation of the Fire District, the Developer agrees to enter into an agreement with the Fire District, if required, that will establish a plan for the location of fire and emergency medical service provision that will meet the needs of the PUD. County agrees that the plan for fire and emergency medical services shall not require resources greater than those that would be required of a similar area of development within Clark County, Nevada. County acknowledges that any conflict between the Fire District Plan and this Agreement may require an Amendment to this Agreement to the extent the Fire District Plan imposes additional financial burden to the Developer.

- A. Temporary Modular Facility. Developer and County agree that, should the interlocal agreement with the City of Mesquite for fire, EMS and police service not be executed or if it should be terminated, the Developer will provide a Temporary Modular Facility for fire service within the PUD prior to the completion of the Permanent Fire Facility. The Temporary Modular Facility shall be located on the Temporary Satellite Government Facility Site within the PUD. County agrees the Temporary Modular Facility is to be jointly used by the Fire Department and Sheriff. Developer agrees to provide the Temporary Modular Facility prior to the issuance of the First Building Permit, unless an alternate date is agreed to in writing between the County and Developer. All monthly utilities and associated fees are the sole cost of the County. Upon completion of the Permanent Fire Facility, the Temporary Modular Facility shall revert back to the Developer. The Temporary Modular Facility shall be a minimum of 3600 square feet. In the event the Temporary Modular Facility is utilized for service outside the PUD, County agrees to require and enforce a proportionate share reimbursement to Developer in accordance with Section 4.8.
- B. Initial Provision of Service. Developer acknowledges and agrees to pay for its Proportionate Share of any and all services as deemed necessary by Lincoln County, to include training as necessary, in its sole discretion in order to provide for Emergency Fire and Rescue service within the Toquop Planning Area. Should Developer be the sole recipient of the initial services, Developer understands he is fully responsible for all costs of the initial services until such time as other development occurs. When other development occurs a partial reimbursement refund from any additional developer will be obtained to offset up-front initial provision of service costs provided by Developer. This reimbursement amount will be based on such factors as 1), proportionate share of gross acreage, 2) time of provision of initial service, 3) any other mitigating circumstances which may effect the fair sharing of initial provision of service, as determined by County. Developers obligation to participate in funding of the Initial Services shall commence upon approval of the first Permit issued within the PUD, unless a later date is agreed to in writing between the County and Developer and shall continue until it can be shown that County revenue generating operations of Developer, its successors and assigns are contributing enough funding to make the PUD fire service self sustaining, .but in no event shall Developers interim funding obligation exceed the term of this Agreement.- County agrees to ensure the Developers obligation to participate in funding of the Initial Service shall be limited to the minimum ISO (Insurance Services Rating) of the Fire Suppression Rating Schedule level of service acceptable to the County and to terminate Developers funding obligation upon receipt of



sufficient funding from other sources to include, but not be limited to, other Developer's funding obligations, tax revenues, grants, or general obligation bonds and any other means available to the County.

- C. **Permanent Fire Facility.** The County and Developer agree that the Developer shall construct one (1) Permanent Fire Facility to be used for fire and rescue services within the PUD. County agrees the Fire Facility may be used as a substation for the Sheriff's Department to provide adequate law enforcement service within the PUD. In the event the Developer is obligated to provide the permanent "Satellite Government Facilities" Site as specified in subsection 4.3, the Developer will construct the Fire Facility to be located at the Satellite Government Facility. Developer agrees to commence construction of the Permanent Fire Facility prior to the issuance of the 1000th building permit, unless a later date is agreed to, in writing, between the County and Developer. Developer agrees to complete the construction of the Fire Facility prior to the issuance of the 2000th Building Permit within the PUD, unless a later date is agreed to in writing between the County and Developer. The Fire Facility costs shall be capped at \$1,970,000 ("Fire Facility Cap") and is inclusive of all associated costs including but not limited to, professional architectural and engineering soft cost, direct construction costs, construction management costs, fees, and any furniture, fixture and equipment costs, but excludes any cost for Fire Apparatus specified herein under Section 4.1E. The "Facility Cap" cost is in 2008 dollars and will be adjusted as necessary under Section 9.6 for any raise in construction costs. Any cost that exceeds the Fire Facility Cap shall be the responsibility of the County. Developer agrees that County, in exchange for the "Fire Facility Cap" provision, will be provided with all bid documents and will be allowed to approve the contract price and any change orders for construction of the Fire Facility. County and Developer agree the Fire Facility shall be designed in accordance with the Eagle Falls Design Standards relative to the exterior architectural, landscape and lighting design. Developer agrees that any costs that are in excess of the Eagle Falls Design Standards but requested by the Developer and that exceed the "Fire Facility Cap" shall be the Developers responsibility. In such event, Developer may, at its sole discretion, waive any of the requirements of the Eagle Falls Design Standards. In the event the Permanent Fire Facility is utilized for service outside the PUD in a manner that precludes other Developers receiving said services from the cost of providing the same, County agrees to require and enforce a proportionate share reimbursement to Developer in accordance Section 4.9. County agrees to the inclusion of all associated Fire Facility costs as an eligible reimbursement within any SID formed or other funding sources, what ever they may be, for services that provide benefit to the PUD and/or all properties within the Toquop Planning Area. To that end, County, at the request of Developer, agrees to sponsor any such SID prior to Developers obligation as set forth herein to construct the Fire Facility. So long as all costs for said SID formations are borne by Developer, including necessary consultant fees.
- D. **Fire Apparatus.** Developer shall provide for the purchase of one (1) Fire Engine, and (1) Emergency Medical Service Vehicle in accordance with the County specifications as of the Effective Date of this Agreement. Further, in the event Lincoln County Fire Department is unable to provide a Backup Fire Engine from another source, Developer may be required to provide a second Fire Engine. Developer shall pay up to \$225,000 for a single Emergency Medical Services Vehicle in accordance with the County's minimum specifications and provide the single Fire Engine and a Backup Fire Engine, if required, upon completion of the Temporary Modular Facility, unless a later date is agreed to in writing between the County and Developer. In the event, the County has not established the minimum apparatus specifications as of the "Effective Date", the Developer may submit same for County approval which may not be unreasonably withheld within 60 days of submittal. Developer agrees the Apparatus costs are separate and not a part of the equipment costs established in Section 4.1(C).
- (1) **Ladder Truck.** Developer agrees that as a condition of approval for any Residential or Commercial facility that requires Fire Protection over 35 feet a Ladder Engine may be required. County acknowledges this is not an obligation to run with the PUD property but rather a condition of approval and that as such the condition may be met by other than the Developer.



4.2 Sheriff Service.

- A. Private Security Program. Developer agrees to implement a private security program, for protection and security of its own private property, acceptable to the Lincoln County Sheriff's Department, within thirty (30) days of the commencement of any construction activity. Developer agrees to cooperate with and obtain approval from the Lincoln County Sheriff (Sheriff) for any private security company so employed or formed, including but not limited to patrol methods and communications procedures.
- B. Initial Provision of Service. Developer and County agree that initial Sheriff's patrol service for the Toquop Planning Area may be provided through an Inter-local Agreement between Lincoln County and the City of Mesquite. County agrees to Developers participation in any discussions between the County and the City of Mesquite related to the terms of the Inter-local Agreement. Should Developer be the sole recipient of the initial services, Developer understands he is fully responsible for all costs of the initial services until such time as other development occurs. When other development occurs a partial reimbursement refund from the additional developer(s) will be obtained to offset up-front initial provision of service costs provided by Developer. This reimbursement amount will be based on such factors as 1), proportionate share of gross acreage, 2) time of provision of initial service, 3) any other mitigating circumstances which may effect the fair sharing of initial provision of service, as determined by County. In the event Lincoln County and the City of Mesquite are unable to gain approval of the Inter-local Agreement, Developer acknowledges and agrees to pay for its Proportionate Share of any and all services, to include any necessary training, as may deemed necessary by the Lincoln County Sheriff Department, in its sole discretion to provide for security and law enforcement within the Toquop Planning Area. Developers obligation to participate in funding of the Initial Services shall commence upon approval of the first Grading Permit issued within the PUD and shall continue until it can be shown that County revenue generating operations of Developer, its successors and assigns are contributing enough funding to make the Sheriff service self sustaining, but in no event shall Developers interim funding obligation exceed the term of this Agreement. County agrees to ensure the Developers obligation to participate in funding of the Initial Service shall be limited to the minimum level of service acceptable to the County, and to terminate Developers funding obligation upon receipt of sufficient funding from other sources to include, but not be limited to, other Developer's funding obligations, tax revenues, grants, general obligation bonds and any other means available to the County. In the event the Initial Services are utilized for service outside the PUD, County agrees to require and enforce a proportionate share reimbursement to Developer in accordance Section 4.8.
- C. Temporary Modular Facility. Developer and County agree that, should the interlocal agreement with the City of Mesquite for fire, EMS and police service not be executed or if it should be terminated, the Developer will provide a Temporary Modular Facility for sheriff and fire service within the PUD prior to the completion of the Permanent Fire Facility. The Temporary Modular Facility shall be located on the Temporary Satellite Government Facility Site within the PUD. County agrees the Temporary Modular Facility is to be jointly used by the Fire Department and Sheriff. Developer agrees to provide the Temporary Modular Facility prior to the issuance of the First Building Permit, unless a later date is agreed to in writing between the County and Developer. All monthly utilities and associated fees are the sole cost of the County. Upon completion of the Permanent Fire Facility, the Temporary Modular Facility shall revert back to the Developer. The Temporary Modular Facility shall be a minimum of 3600 square feet. In the event the Temporary Modular Facility is utilized for service outside the PUD, County agrees to require and enforce a proportionate share reimbursement to Developer in accordance Section 4.9.
- D. Sheriff Facility. County and Developer agree that the Sheriff Facility is to be located on the permanent Satellite Government Center. If the permanent Satellite Government Center is located outside the PUD, Eagle Falls will provide for a joint use Permanent Fire Facility as required under Section 4.1 C. Developer agrees to complete construction of the Permanent Sheriff's Facility prior to the issuance of the three-thousandth (3000th) Building Permit within the Planned Community unless a later date is agreed upon by Developer and County in writing to



address the additional need for sheriff services. County agrees to act in good faith to process all necessary applications, permits and inspections for the construction in an expeditious manner. Developer will provide utility hook ups for the Sheriff's Facility. County agrees to pay for the ongoing utilities service including without limitation the necessary power, water and sewer supply charges for the Sheriff's Facility. The cost to construct the Sheriff Facility and provide any furniture, fixtures and equipment shall not exceed two million one hundred thousand dollars (\$2,100,000) ("Sheriff's Facility Cap"). The "Facility Cap" cost is in 2008 dollars and will be adjusted as necessary under Section 9.6 for any raise in construction costs. Any cost that exceeds the Sheriff's Facility Cap shall be the responsibility of County. Developer agrees that County, in exchange for the "Facility Cap" provision, will be provided with all bid documents and will be allowed to approve the contract price and any change orders for construction of the Sheriff Facility. County shall operate and provide staff for the Sheriff's Facility at County's expense. County agrees to have the Sheriff's Facility in operation within six (6) months upon the completion of construction and dedication. This Sheriff's facility will be located at, and be a part of, the Permanent Satellite Government Facility. County agrees to the inclusion of all associated Sheriff Facility costs as an eligible reimbursement within any SID formed or other funding sources, what ever they may be, for services that provide benefit to the PUD and/or all properties within the Toquop Planning Area. To that end, County, at the request of Developer, agrees to sponsor any such SID prior to Developers obligation as set forth herein to construct the Fire Facility, So long as all costs for said SID formations are borne by Developer, including necessary consultant fees.

4.3 Satellite Government Facility Site.

- A. Temporary Satellite Facility. Should the County determine the necessity for a Temporary Facility prior to the construction of the permanent facility (as outlined in 4.3B), Developer shall provide a site acceptable to the County at a minimum size of two (2) acres at no cost, and construct a temporary modular satellite government facility of a minimum size of 1500 square feet for use by the County. This facility may be incorporated with the temporary modular facility for fire, sheriff and EMS.
- B. Permanent Satellite Facility. Developer shall provide a site acceptable to the County at a minimum size of seven (7) acres and construct the first phase (phase I) of a permanent satellite government facility prior to issuance of the 3000th building permit. Minimum size for phase one of the permanent building will be 6000 square feet, not including the permanent fire and sheriff facility. Buildings are to be designed to allow for future expansion as growth in the Toquop Planning Area warrants. Developer shall provide all improved roads and utilities necessary to serve the temporary and/or permanent site. The Parties contemplate that County may utilize the satellite government facility site for facilities that may include:
- (i) A sheriff's substation and related facilities,
 - (ii) Administrative offices for County and other governmental agencies,
 - (iii) A Justice Court facility and,

Should the County agree, prior to commencement of construction of the permanent government facility, to a permanent government facility site outside the PUD, then County agrees to consent to removal, by developer, of all temporary facilities placed upon the temporary satellite government facility site and return the site to Developer for use by Developer. Should the County agree to make the Temporary Site the Permanent Site, Developer shall convey the Site to the County. County agrees that the site so transferred would be subject to a restriction in the instrument of conveyance prohibiting the land from being used for any private commercial or residential use, unless approved by Developer, and further providing that the land will be used solely for governmental office and administrative purposes specifically excluding any storage yards, or other similarly noisy or unsightly uses.



- C. Facility Costs. The cost to construct phase one of the Permanent Satellite Government Center, not including the Sheriff and Fire Facility, and provide any furniture, fixtures and equipment shall not exceed one million, three hundred thousand dollars (\$1,300,000.00). The "Facility Cap" cost is in 2008 dollars and will be adjusted as necessary under Section 9.6 for any raise in construction costs. Any and all costs exceeding this amount will be the responsibility of the County. Developer agrees that County, in exchange for the "Facility Cap" provision, will be provided with all bid documents and will be allowed to approve the contract price and any change orders for construction of the permanent government facility. County further agrees that prior to Developers obligation to construct the Permanent Satellite Government Center, the County and Developer shall enter into a Reimbursement Agreement enabling the Developer to be proportionately reimbursed for the costs of the Satellite Government Center including the value of the site, unless the site is located on property identified as Open Space or given open space credit within the PUD. County agrees to the inclusion of all associated Satellite Government Center costs as an eligible reimbursement within any SID formed or other funding sources, what ever they may be, to the extent permitted by governing laws, for services that provide benefit to the PUD and/or all properties within the Toquop Planning Area. To that end, County, at the request of Developer, agrees to sponsor any such SID prior to Developers obligation as set forth herein to construct the Permanent Satellite Government Center, so long as all costs associated with formation of the SID are borne by Developer, to include any consultants necessary for such formation.

- D. Site size and location. County and Developer further agrees that the permanent site location and size is dependent upon overall needs of Toquop and that Developers share of land and construction costs may vary proportional for the needs of County services and facilities, as there is a possibility that some of the necessary facility sites may be located on other parcels in the Toquop Planning Area.

4.4 Ownership and Control.

Public facilities may be constructed and operated by Developer, an Association, or through special assessments or special districts and other political subdivisions of the State subsequently created under State law. Satellite government or fire facilities may be constructed by these means, but not operated by them. Developer may, from time to time, upon request, consider funding and construction of public facilities through the following entities in accordance with NRS.

- A. Construction and/or Operations Funded by an Association. Developer may, from time to time, fund construction and operations of public facilities as required under this Section 4 through special assessments to any Homeowner's Association formed under the provisions of NRS Chapter 116.

- B. Construction and/or Operations Funded by General or Special Improvement Districts. Developer may, from time to time, fund construction and operations of public facilities as required under this Section 4 through special assessments to any GID/SID formed under the provisions of NRS,

4.5 Construction Tax/Impact Fee.

In the event that County adopts an ordinance for a construction tax or impact fee to provide for fire, satellite government and/or sheriff facilities, which applies to new construction within a PUD, Developer shall, if allowed and provided for by ordinance, law or code, receive credit for the fire and/or sheriff facilities contributions, and the land they occupy in a manner similar to the credit received by Developer for the park residential construction tax for the term of this Agreement after the Effective Date of the ordinance. County shall use its best efforts to include a provision for such credit in any such ordinance.

4.6 Solid Waste Transfer Site.

County may permit, or allow the construction of a solid waste transfer site or similar facilities on the Subject Property with Developer's prior written consent. County and Developer agree that a solid waste



transfer site for the Toquop may be necessary and the possibility exists that the most logical place for such a site may be in a heavy industrial zoning area.

4.7 Design and Construction of Public Facilities.

County agrees to utilize the approved Eagle Falls Design Standards, as is allowed by Title 14, in the construction of any County facility within the PUD.

4.8 Reimbursement of Public Facilities

- A. **Enforceability.** County agrees to create a comprehensive ordinance or other enforceable instrument, as deemed appropriate by the County, obligating all developers and property owners within the Toquop Planning area to share in the cost of any Public Facilities that are constructed by the Developer for common usage of all portions of the Toquop Planning Area. The ordinance will provide for the reimbursement of costs, to include a fair and equitable interest rate, incurred by any one or more developers required to construct temporary and/or permanent public facilities needed to provide public services within the Toquop Planning Area. Further, County acknowledges that Developer will incur substantial cost in complying with the terms of this Agreement, in development of the Master Plan PUD and providing for temporary and permanent public facilities and, accordingly, Developer has agreed to the conditions, restrictions and exactions set forth herein in reliance on County's representation that it intends to require other Developers within the Toquop Planning Area to adhere to the same requirements on an equitable level. County agrees, therefore, that in the event, County elects to use other than an Ordinance or other enforceable instrument for the reimbursement of Public Facilities, that it will not permit the development of property within the Toquop Planning Area except on the terms substantially consistent with those set forth herein and that approvals will require each developer and/or property owner to participate in a Public Facilities Reimbursement Agreement with the County and enforceable by the County for the collection of that property owners or developers proportionate share of Public Facilities costs.
- B. **Proportionate Share Methodology.** County agrees that the proportionate share methodology and payment requirements shall to be set forth in the Ordinance or other Reimbursement obligation based on the proportionate number of Gross Acres within each property owners or developers respective development parcels.
- C. **Timing of Reimbursements.** County agrees the Ordinance or other Reimbursement obligation shall require all developers and or property owners within the Toquop Planning Area to pay their proportionate share of public facilities costs upon first submittal of any tentative residential or commercial subdivision map within their respective developments (excludes large parcel land division maps).
- D. **Radio Communication Site.** Developer recognizes that reliable radio communications for Sheriff's personnel and other emergency services, is necessary and important for public safety and that in the event, the County Sheriff requires a communications tower be constructed within the PUD for service to the Toquop Planning Area, Developer and County Sheriff shall agree on a suitable location given the constraints of land use and topography to site the communications tower. County agrees, that similar to other public facilities sites, the communications tower site may be located on property designated as Open Space within the PUD and receive acre for acre open space credit. Developer and County agree to enter into a no fee lease agreement for the communications tower site and that Developer or its assigns may utilize the Communication Tower to co-locate other private commercial communication uses to generate income, provided they do not interfere with the County's primary use. Developer agrees to pay up to \$46,000 towards Sheriffs communications equipment to be installed on the Communications Tower. If at any time in the future, the County Sheriff no longer has use for the Communications tower as originally intended, the communications tower will revert to the Developer or its assigns. Alternatively, Developer agrees to pay it's proportionate share of County's lease obligations for same in the event the Sheriff's communications needs are met through an independent provider in or outside the Toquop Planning Area. In any event Developers lease payment participation is limited to the first 10 years of operation. Further, Developer shall be required to participate in

funding or payment for communications equipment upon approval of the first grading permit, or at some other time as may be agreed to in writing between Developer and County.

SECTION 5 WATER CONSERVATION, REUSE AND SANITATION

- 5.1 Water Conservation. Developer agrees to use its best efforts to encourage water conservation in the PUD. Landscaping within Streetscape Areas shall use drip type or other water conserving irrigation systems and limit turf areas not to exceed 15% of the Streetscape area. Developer shall impose design criteria on all development within the PUD (by use of recorded restrictive covenants or pursuant to contractual obligations binding on purchasers of property) that will encourage water conservation in landscaping treatments by incorporating water conservation concepts and proven water conservation equipment, techniques and plant materials.
- 5.2 Golf Course Water Conservation. To the maximum extent practical, Developer agrees to use treated effluent to irrigate any golf course, but other sources of water including but, not limited to ground water recharge, surface water runoff, shallow nuisance ground water and potable water will also be considered. County acknowledges that treated effluent may not be available (or available in sufficient quantities) to serve golf course irrigation within the PUD at the time construction of such golf course commences. If it is determined that treated effluent should be used to irrigate a proposed golf course or courses and treated effluent is not available in sufficient quantities to irrigate same, County shall not take any action to prohibit the construction of such golf course or courses and the use of potable water on an interim basis; provided Developer shall:
- A. Design and construct the golf course or courses to use treated effluent, and
 - B. Convert any such golf course to the use of treated effluent as soon as reasonably possible following the availability of treated effluent on the terms set forth in Section 5.6.
- 5.3 Future Approvals of Golf Courses Outside the PUD. County acknowledges that Developer will incur substantial costs in complying with the terms of Section 5.2 above and that Developer has agreed to such conditions partially in reliance on County's representation that it does not intend to permit others to construct golf courses that rely solely or primarily on the use of potable water for irrigation purposes. County agrees; therefore, that it will not permit the development of a golf course within Toquop except on terms substantially the same as those set forth in Section 5.4. In the event County does permit such other development, Developer shall have the right, in addition to any other remedy Developer may have hereunder, to design and construct future golf courses in the PUD with irrigation methods consistent with such other development.
- 5.4 Use of Treated Effluent and Conversion to Such Use. Developer agrees to design and construct any golf course, park space, and streetscape area to use treated effluent for all irrigation uses in accordance with this Section 5.4. In the event the approved PUD provides for future use of treated effluent and treated effluent is not available at the time of construction, Developer agrees to design and construct such golf course, park space, and streetscape area in a manner that it may be converted (at Developer's expense) to use treated effluent in the future as soon as reasonably possible following the availability of treated effluent. The availability of sufficient treated effluent and the timing of conversion to such use will be reviewed at least annually by the GID, or any other service provider providing water service and Developer. Treated effluent may become available from any of the sources described in this Section 5.
- 5.5 Ownership and Control. All sewage treatment facilities within the PUD will be constructed by Developer, or through special assessments or special districts and other political subdivisions of the State subsequently created under State law subject to this Section. Developer or any entity subject to this, Section 5, agrees to construct and maintain all sewage treatment facilities needed to serve the PUD at no cost to County. Developer retains the rights to treated effluent in accordance with NRS. Developer



may, from time to time, upon request, consider conveying any sewage treatment facilities to the following entities in accordance with NRS:

- A. Dedication to Water Reclamation District. Developer may dedicate, at no cost to County, any sewage treatment facility described in this, Section 5 provided:
- (i) Any sewage treatment facility must be completely constructed and acceptable to Water Reclamation District;
 - (ii) The land and improvements must be dedicated free of all liens, encumbrances, conditions, covenants and restrictions and in a manner acceptable to Water Reclamation District;
 - (iii) Prior to the dedication to a Water Reclamation District, Owner and Water Reclamation District will sign a Maintenance Agreement that covers the maintenance of said facilities.
- B. Transfer to or Construction by a General Improvement District. County hereby acknowledges that Developer may, from time to time, convey sewage treatment facilities to a General Improvement District ("GID") formed under the provisions of NRS Chapter 318 provided the conveyance is subject to the terms and conditions of NRS Chapter 318 and the GID Board acknowledges in writing that it accepts Developer's maintenance obligations for such sewage treatment facilities.
- C. Transfer to Any Entity Approved by the State of Nevada. Developer may convey sewage treatment facilities to any entity approved by Lincoln County and the State of Nevada, to provide, operate, and maintain sewage treatment facilities in accordance with NRS provided that the entity accepts Developer's maintenance obligations for such sewage treatment facility.
- D. All sewage must be treated through a County approved system and method, and such effluent must be put to beneficial use. County or any GID created by the County and having authority over the design and approval of sewage treatment facilities for the PUD may permit Developer to engage in a Private Utility Service Agreement for sanitary sewer facility improvements and operations to serve the PUD. Further, County or any GID created by the County shall permit Developer or Developers Private Utility Service Provider to utilize temporary facilities to include, but be limited to, package treatment plants and pumping stations or temporary connections to other service providers on an interim basis.
- 5.6 Package Treatment Plants. If determined to be appropriate at the time of a PUD approval, Developer may choose to purchase and install package treatment plants for use in connection with any golf course in the PUD and convert the irrigation of such golf course to treated effluent promptly following notification from the County or any entity approved by the State of Nevada to provide, operate, and maintain sewer facilities in accordance with NRS, and to supply the necessary sewage effluent to Developer in an amount sufficient to assure proper irrigation of such golf course. Developer will, to the maximum extent practical, irrigate nearby park spaces and streetscape areas with the effluent from the package treatment plants. The package treatment plant, or plants, may be located anywhere within the PUD in order to provide the most efficient and economical operation.
- 5.7 Right of First Refusal on Use of Treated Effluent. Developer shall retain right of first refusal on the use of any treated effluent for the irrigation purposes outlined in this Section 5, from any sewage treatment facilities that are conveyed to any entity other than Developer in accordance with Section 5.5 of this Agreement.
- 5.8 Groundwater Recharge. County acknowledges that to the extent Developer is able to utilize effluent for irrigation within the PUD or discharge the effluent into the groundwater basin through traditional means deemed acceptable in the industry such as Rapid Infiltration Basins, that the Developer may receive a recharge credit to Developers benefit to the extent such recharge credit exists now or in the future.



SECTION 6 PARKS, OPEN SPACES, AND SCHOOLS

- 6.1 **Required Park Facilities.** At least five (5) acres of programmable parks space is required for every 1,000 inhabitants. For the purposes of this Agreement, the average household size is stipulated to be 2.5 persons per unit. Developer agrees to construct, complete and maintain any park space as required by this Agreement and in accordance with the PUD Master Parks Plan as required in this Agreement and the Applicable Rules. Developer will submit to the County or a GID having authority to provide recreational facilities a Master Parks Plan for the Subject Property as soon as practical, but not later than the time of submittal of the first Tentative PUD Plan for any portion of the Subject Property, excluding a Large Parcel Tentative Map. Such plan shall include the preliminary location and timing or phasing of development of Qualified Parks, Recreational Facilities, and Open Space in addition to other requirements as may be described within this Agreement. In addition, a PUD Park Plan indicating type, nature of said public facilities, location and size in conformity with the PUD Master Parks Plan will be submitted with each Tentative PUD Plan.
- 6.2 **Park Design.** Developer shall design and construct Qualified Parks, Recreational Facilities and Open Spaces in accordance with the Applicable Rules. A detailed plan for any Park proposed to be a Qualified Park, Recreational Facility or Open Space describing the nature and location of recreational facilities shall be submitted as required under the Applicable Rules and PUD Master Parks Plan. The County will approve the final design, construction specifications and amenities of each park site. Each Qualified Park, Recreational Facility and or Open Space shall include the amenities specified in the PUD Master Plan for Parks including: turf area, trees, irrigation, playground apparatus, playfields, play areas, picnic areas, and other recreational facilities and equipment designed to serve the residents. County and Developer agree to design and construct public parks in compliance with the minimum park standards as specified in the Code as of the effective date of this Agreement and that any design in excess of the minimum standards requested by either the Developer or the County will be the at the sole cost to the requesting party whether the Developer or the County.
- 6.3 **Location of Parks.** County agrees police and fire stations, schools and other public facilities may be located at joint use sites adjacent to Qualified Parks, Recreational Facilities, and Open Spaces or other public facilities where feasible. Developer shall have the right to construct Qualified Parks, Recreational Facilities, and Open Spaces within storm water detention basins, drainage channels, and floodways so long as such facilities meet County approval.
- 6.4 **Ownership and Control.** Developer may, from time to time, convey any Qualified Park, Recreational Facility, or Open Space to the following entities in accordance with NRS, and such Qualified Park, Recreational Facility, or Open Space shall be counted towards Park requirement as described in Section 6.1 and Section 6.2 if it meets the following requirements:
- A. Transfer to or Construction by a GID. County hereby acknowledges that Developer may, from time to time, convey any Qualified Park, Recreational Facility or Open Space to a GID formed under the provisions of NRS Chapter 318 provided the conveyance is subject to the terms and conditions of this Section 6 and the GID Board acknowledges in writing:
- (i) That it is obligated to perform any unfulfilled terms and conditions of this Section 6, and;
- (ii) That it accepts Developer's maintenance obligations for such Qualified Park, Recreational Facility, or Open Space.

With respect to any GID Park that may be considered as a Qualified Park, Recreational Facility, or Open Space, the GID, to which Developer conveys title, shall have the right to program and control the use thereof; provided, however, that in all circumstances that the general public shall have reasonable rights of access and use to the Qualified Park, Recreational Facility, or Open Space listed in Section 6.1, 6.2 and in accordance with NRS Chapter 318.



B. Transfer to Homeowner's Association. Prior to any dedication to GID, Developer may from time to time, convey any Qualified Park, Recreational Facility, or Open Space to any Association formed under the provisions of NRS Chapter 116, ("HOA Park"), provided the conveyance is subject to the terms and conditions of this Section 6, and the Association acknowledges in writing:

(i) That it is obligated to perform any unfulfilled terms and conditions of this Section 6, and;

(ii) That it accepts Developer's maintenance obligations for such Qualified Park, Recreational Facility, or Open Space.

With respect to any HOA Park that may be considered as a Qualified Park, Recreational Facility, or Open Space, the Homeowner's Association, to which Developer conveys title, shall have the right to program and control the use thereof; provided, however, that in all circumstances that the general public shall have reasonable rights of access and use to the Qualified Park, Recreational Facility, or Open Space listed in Section 6.1 and 6.2.

C. Transfer to County. County may, at its sole discretion, accept the transfer of and maintenance for any Park, Recreational Facility or Open Space.

6.5 Failure to Timely Construct or Equip. In addition to Section 9 of this Agreement, if Developer fails to timely construct or equip any of the park sites in accordance with the Master Parks Plan and this Agreement, then no further building permits will be issued until such park(s) is/are constructed, unless otherwise agreed to by Developer and County.

6.6 Termination of Maintenance Obligation. When Developer has dedicated any Qualified Park, Recreational Facility, or Open Space described in Section 6.1 and 6.2 in accordance with the provisions in 6.1 through Section 6.6 of this Agreement, Developer and any entity described herein shall be relieved of any further responsibility for maintenance of such Qualified Park, Recreational Facility, or Open Space, except where such Qualified Park, Recreational Facility, or Open Space, is covered by a Maintenance Agreement between GID, County and Developer or any entity described in Section 6.5 of this Agreement.

6.7 Residential Construction Tax Revenues. In accordance with NRS Chapter 278.4983, the County may impose a "Residential Construction Tax" (RCT) upon the privilege of constructing apartment houses and residential dwelling units. If the County enacts an ordinance imposing a RCT upon the Subject Property, County agrees that, as RCT revenues become available from the created Park Revenue Management District, such funds will be applied for the development and construction of Qualified Parks, Recreational Facility, or Open Space, as described in Section 6.1 through Section 6.5 to the extent that funds are generated from within the Subject Property. County and Developer agree to produce an annual statement of funds generated by the RCT within the Subject Property for the created Park Revenue Management District and a plan for the use of such fees within the Subject Property agreeable to both parties.

6.8 Park Revenue Management District. If the County adopts a Residential Construction Tax for park construction in accordance with NRS, County may designate the PUD as a Park Revenue Management District (District) in accordance with NRS.

6.9 Joint Park Implementing Agreement. If the County enacts an ordinance imposing a RCT upon the Subject Property, County, District and Developer agree to develop a Joint Park Implementing Agreement that addresses:

A. The use and allocation of RCT revenues and credits within the PUD in accordance with NRS Chapter 278;



- B. The maintenance of constructed Qualified Parks, Recreational Facilities, and Open Space and/or the establishment of a Maintenance Agreement between Developer and District for Qualified Parks, Recreational Facilities, and Open Space, and;
- C. The obligations of Developer and District regarding park implementation and maintenance.

6.10 Residential Construction Tax Credits. If the County enacts an ordinance imposing a RCT upon the Subject Property, Developer and any Designated Builder shall be entitled to a credit against such tax for any Qualified Park, Recreational Facility, or Open Space in accordance with NRS Chapter 278 as follows:

- A. Credit for Construction and Development of Park Facilities. County agrees and acknowledges that if Developer constructs and develops Qualified Park, Recreational Facility, or Open Space facilities on land to be dedicated in fee simple to Lincoln County or in manner consistent with Section 6.5 of this Agreement, Developer shall be entitled to a credit against the RCT in an amount equal to the cost actually and reasonably incurred by Developer or the Designated Builder for the design and construction of such Park and for improvements or installation of facilities that would be a permissible use of residential construction tax revenues under NRS Chapter 278.4983. County further agrees and acknowledges that if Developer constructs and develops park facilities on land that will not be conveyed to County in fee simple or conveyed as described in Section 6.5 of this Agreement, Developer shall be entitled to a credit against the RCT in an amount equal to the actual cost of the park facilities developed and constructed as outlined herein only if the park site and all facilities are made available for use by the general public on a non-discriminatory basis and such requirement is expressly stated in an irrevocable easement acceptable to County and recorded against the land on which such facilities are located. The actual cost of the credit shall be determined by the County. Notwithstanding the above, County shall not be required to reimburse or compensate Developer in excess of the total funds available through residential construction taxes collected within the Subject Property if the residential construction tax required from Developer and/or Designated Builder exceeds available funds.
- B. Acre for Acre Open Space Credit. With respect to any Public Facility, Qualified Park, Recreational Facility, or Developed Open Space improvements required to be located on other than property designated for Open Space or Parks as depicted on the approved PUD, the County agrees to give acre for acre open space credit for developable land, including trading open space for Public Park space. Further, County agrees said credit may be adjusted through an administrative amendment to the PUD.
- C. Construction Cost Credit The County shall determine, in its reasonable and good faith opinion and in accordance the NRS 278, the amount of construction costs that qualify for Residential Construction Tax Credit pursuant to the foregoing provisions after reviewing the design, location and costs of each proposed Qualified Park, Recreational Facility, or Open Space; provided such determination may, at Developers election, be appealed to the Commission.
- D. Transfer of Credits. In addition to the credits referred to above, any credits otherwise due for a Unit may be applied at Developer's sole discretion to another Unit so long as the residents or future residents of the new construction have the right to use such Park on an equal basis with all other users.
- E. Right to Limit Credit Transfer. Developer shall, from time to time, notify County in writing of the identity and the location of the residential units entitled to such credits. Developer may, in its discretion, limit the maximum amount of credits for which such Designated Builder is entitled pursuant to this Section 6.11. Credits will be applied only to building permits, which have not yet been issued.

6.11 Master Plan for Schools. The Lincoln County School District is responsible for providing the primary and secondary education of all school age children within Lincoln County. Developer agrees to cooperate



with the Lincoln County School District ("School District") in developing a Master Plan for Schools in the PUD. Such plan shall include the proposed location and suggested timing or phasing of development of potential school sites, which may include elementary, middle, and high school sites. Developer agrees that School District, in order to meet its educational, design and construction requirements, has the right to approve all proposed school sites. Developer agrees to complete an agreement with the School District prior to the Issuance of the first residential building permit within the PUD, unless otherwise agreed to between the School District and the Developer.

**SECTION 7
TRANSPORTATION**

7.1 **Traffic Studies.** Developer will prepare and submit to the County a Master Traffic Study acceptable to the County for the Conceptual PUD Plan. This study must conform to the Toquop Traffic Study adopted by County. Developer shall be responsible to provide (or agree to provide with adequate assurance of performance in accordance with County standard practice), at no cost to County, On-Site Improvements (defined below) in conjunction with approval of a Master Large Lot Final PUD Map prior to issuance by County of any grading or building permits for the PUD. Developer shall be responsible to provide, at no cost to County, Off-Site and On-Site Improvements in accordance with this Section 7. For the purposes of this Section 7, the following terms shall have the following meanings.

- A. **"Off-Site Improvements"** means traffic mitigation measures and improvements to the Major Intersections and roadways located outside of the PUD as described herein.
- B. **"Public Street"** means a street dedicated to the County for public use. This dedication is not complete until the County formally accepts these streets. Upon completion and acceptance, these streets will be maintained by the County for perpetuity.
- C. **"Private Street"** means a street dedicated to the PUD Master Home Owner's Association ("HOA"). Upon dedicated the HOA will be responsible for maintenance. The HOA may or may not choose to dedicate any Private Street to an alternate Home Owner's Associations.
- D. **"Refunding Agreement"** means a document enforced by the County to provide the Developer a means to recoup the cost of any proportionate "out of pocket expense" for the construction of any offsite road improvements through BLM or where applicable through private lands to the entrance of the PUD. It is understood that the County is not responsible for sharing any of this cost and said cost should be shared by the additional developers and or parcel owners.
- E. **"On-Site Improvements"** means any Traffic improvement located within the PUD.
 - (i) Any Traffic Study shall be in a manner acceptable to the County and provide the following:
 - a. Identify impacts to the roadway network within the PUD. Including impacts to any Major Street Segment and any Major Intersection, and impacts to the transportation network which are outside of PUD, and;
 - b. Display all related mitigation measures necessary to such Major Street Segments and at such Major Intersections together with the roadway access needs leading to the PUD.
 - c. The study shall be consistent with ITE principles and technologies. County may also require additional site-specific traffic studies as may be deemed necessary related to and prior to the construction of any commercial area, school, or other land use that may have time-sensitive traffic impacts or other significant



impacts to adjacent traffic patterns. Traffic Studies and all other site-specific traffic studies required by a Tentative PUD Plan shall be performed in accordance with County regulations. All Traffic Studies shall identify the construction phasing anticipated for any and all phases of the PUD plan area together with access mitigation acceptable to the County.

7.2 **Mitigation of Off-Site Traffic Impacts.** Developer's obligation to improve any roads or construct intersections or other transportation improvements outside of the PUD shall be limited to those obligations described in this Section 7.2. County and Developer acknowledge that development within the PUD will impact only those rights-of-ways owned and maintained by County or future HOA. Developer acknowledges that it will be assessed its prorated share of any Off-Site Traffic Impacts for facilities and improvements in providing traffic access to Toquop. Developer acknowledges that it has the responsibility for any necessary cost of improvements as required by County. Developer shall cooperate with County in the implementation of such required improvements as set forth in this Section 7.2. Except as expressly provided in this Agreement,

A. **Minimum Traffic Service Level.** To satisfy its obligations to provide Off-Site Improvements, Owner will be responsible for constructing and funding all Off-Site Improvements as required by County, in order to provide the minimum service level as specified in the approved Toquop Master Transportation Study, for those Major Intersections and roadways as set forth therein. In order to provide and maintain a minimum service level as defined herein, Developer shall be:

- (i) Required to implement those Off-Site Improvements required within a Tentative PUD Plan Traffic Study concurrently with development and/or phasing of construction within the associated Tentative PUD Plan area or;
- (ii) Subject to County review and inspection of existing PUD service levels as set forth in Section 7.2(c) as follows:
 - (1) For any improvements to roadways, intersections or interchanges as described in Section 7.4, Developer will be responsible for providing a minimum service level required by the Toquop Traffic Study.
 - (2) For any On-Site Improvements to public roadways and intersections, Developer will be responsible for providing a minimum service level required by the Toquop Traffic Study.

B. **Financing of Off-Site Improvements.** County and Developer agree that Developer may use any means necessary in accordance with County, State, or Federal law to obtain such funds necessary to timely construct any Off-Site Improvements set forth within this Section 7.2, including but not limited to Developer financing, special improvement districts, builder and/or property assessments or mitigation funds, state and/or federal highway funds and financing mechanisms, or any other reasonable financing mechanisms authorized under State law or otherwise. County shall use its best efforts to cooperate with Developer, in securing any State or Federal funds or other authorizations, which may be necessary in order to obtain financing from institutions other than County. Any such financing means shall be the Developers sole responsibility and cost.

C. **Review, Maintenance and Cure of Service Levels.** Notwithstanding the construction and timing of Off-site Improvements as required by County and included within a Tentative PUD Plan Traffic Study, County has the right at any time to review and inspect existing service levels at any Intersection or roadway set forth in Section 7.2(a). If County finds that minimum service levels that are a direct result of the PUD as set forth in Section 7.2(a) are not being met, Developer shall be required to submit traffic mitigation plans in coordination with County within ninety (90) days showing how Developer shall meet minimum service levels as required herein. Such traffic mitigation plans shall provide:



- (i) Design and specifications as necessary to bring Off-site Improvements to minimum service levels and;
- (ii) A schedule for when required Off-site Improvements will be implemented.

Developer is then required to complete the Off-Site Improvements in accordance with the schedule provided within the traffic mitigation plan. If Developer does not meet the schedule for implementation of Off-Site Improvements as set forth in the traffic mitigation plan, County may take action in accordance with Section 9 of this Agreement.

- D. Data Collection, Sharing, and Use. Developer and County shall provide copies of all actual traffic data collected by any party within Toquop to each other party and related to those Off-Site Improvements set forth in Section 7.2(a). County and Developer agree that any such actual traffic data collected on these Off-Site Improvements provides a valuable tool for estimating future traffic estimates and may be used by Developer and County as a model for generating any future traffic estimates, Tentative PUD Plan Traffic Studies and traffic mitigation plans.

- 7.3 Mitigation of On-Site Traffic Impacts. Developer acknowledges it shall be responsible for constructing all internal public and private roadway and funding all costs and expenses associated with their construction as set forth in Section 7.2, including, but not limited to: rights-of-way; drainage facilities; roadway construction; cart and pedestrian pathways, utility installations and modifications; noise attenuation devices; bridging structures; lighting; traffic control equipment and signage; aesthetic improvements; landscaping, and such other features customarily provided in such PUD. Except as expressly provided in this Agreement, Developer shall have no obligation to participate in, pay, contribute or otherwise provide any further exactions to provide for on-site rights-of-way, facilities or improvements for the road and motor vehicular traffic system within County or for any facilities, equipment or physical improvements that are a substitute thereof.

- 7.4 Ownership and Control of Internal (Private) Roadway Network. All private roads within the PUD will be constructed and maintained by Developer, a HOA, or through special assessments or special districts and other political subdivisions of the State subsequently created under State law. The hierarchy of roadways will be designed and constructed as applicable to meet AASHTO standards or ITE guidelines for roadway improvements. The final design of street configurations and intersections will be established within final PUD Plan approvals to be consistent with the Eagle Falls Design Standards. Developer agrees to maintain private streets, roads and rights-of-way within the PUD at no cost to County. Developer may, from time to time, convey any street or roadway to the following entities in accordance with NRS:

- A. Transfer to or Construction by a General Improvement District. County hereby acknowledges that Developer may, from time to time, convey any public street or roadway to a GID formed under the provisions of NRS Chapter 318 provided the conveyance is subject to the terms and conditions of NRS Chapter 318 and the GID acknowledges in writing that it accepts Developer's maintenance obligations for such streets and roadways. With respect to any street or roadway, the GID, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof in accordance with NRS Chapter 318.
- B. Transfer to Homeowner's Association. Developer may, from time to time, convey any private street or roadway to any HOA formed under the provisions of NRS Chapter 116 provided that the HOA accepts Developer's maintenance obligations for such street or roadway.

- 7.5 Acquisition of Offsite Rights-of-Way. With respect to rights-of-ways outside the boundaries of the PUD but necessary for development of the roadways, utilities, or flood control facilities within the PUD, County shall use its best efforts to assist (except financially) Developer in obtaining such necessary Right-of-way through acquisition from the Bureau of Land Management or by power of condemnation where authorized by law. County and Developer agree that in the event such Offsite Rights-of-Way may require condemnation resulting in Financial burden resulting from acquisition costs to the

Developer, at Developers request, County may approve alternate Rights-of-Way both revocable and irrevocable as interim and permanent alternatives to meet the development needs of the PUD, provided such Rights-of-Way are in the County's reasonable interest and pose no additional financial burden to the County.

- 7.6 Jobs-Housing Balance. Developer will use best efforts to develop employment creating land uses in conjunction with residential development, in accordance with the PUD as approved and amended.
- 7.7 Streetscapes. County acknowledges Developer will retain ownership of Streetscape Areas subject to Section 7.4, of this Agreement to allow Developer to maintain landscaping in the Streetscape Areas. Developer or any entity outlined in Section 7.4 of this Agreement shall establish an adequate reserve account to fund the maintenance, removal and replacement of the landscape and irrigation materials within Streetscape improvements.
- 7.8 Developer agrees to complete all major thoroughfares as shown in the overall traffic study and approved by the County, that connect to adjacent parcels at the earliest possible opportunity in order to facilitate traffic flows throughout Toquop. The County retains the right to determine when these routes should be completed.

SECTION 8 FLOOD CONTROL

- 8.1 Technical Drainage Studies. Developer shall prepare and submit a technical drainage study acceptable to the County for each Tentative PUD Plan submittal. Developer shall construct those flood control facilities identified in the technical drainage study, which are necessary for the flood protection of the PUD or for mitigation of any downstream flood impacts caused by the development of the PUD.
- 8.2 Flood Control Facilities. Developer agrees that all flood control facilities will be constructed so as to not exceed the current downstream flows that are now delineated in the required flood studies. All flood control facilities within the PUD will be constructed by the Developer, a HOA, or through special assessments or special improvement districts. Each facility must be built in the manner consistent with the County Regulations Manual on or before the facility completion date set forth in the approved Drainage Study for each respective Tentative PUD Plan. Developer agrees to cooperate with County in the design and treatment of local and regional flood control facilities including, but not limited to, the construction of recreational or other multiple use facilities located within said flood control facility, if approved by County.

Developer may design additional flood storage and conveyance facilities within flow channels located within the 100-year flood plain. Developer and County agree that additional flow capacities may be carried within a series of appropriately-sized flood control lakes and created wetlands that may be built in conjunction with an Aquifer Recharge Program as described in NRS Chapter 534 to control excess flood flows from the north, west and east, and the backflow condition from the south of the PUD. The flood control lakes will be designed with a minimal, yet appropriate, level of free board to allow tertiary storage and conveyance for peak events.

- 8.3 Additional Flood Control and Development Requirements. Residential and commercial development, excluding open space uses, within the 100-year floodplain will only occur in Floodway Fringe locations in accordance with FEMA Standards in effect at the time of development, unless the 100 year flood plain is properly mitigated through the filing of FEMA required maps. All onsite facilities and development will be constructed as required to reduce runoff in a manner consistent County regulations.
- 8.4 Conveyance, Maintenance and Control. Developer may, from time to time, upon request, consider transferring the maintenance obligations, as may be required by the County or any GID, of any flood control facilities to the following entities in accordance with the Nevada Revised Statutes:
- A. Transfer to Homeowner's Association. Developer may, from time to time, convey flood control facility maintenance obligations to any HOA formed under the provisions of NRS Chapter 116

provided that the HOA accepts Developer's maintenance obligations facilities or was formed in accordance with by-laws stipulating required acceptance of such maintenance responsibilities.

- B. Transfer to or Construction by a General Improvement District. County hereby acknowledges that Developer may, from time to time, convey flood control facilities to a GID provided the conveyance is subject to the terms and conditions of NRS Chapter 318 and the GID Board acknowledges in writing that it accepts Developer's maintenance obligations for such flood control facilities. With respect to flood control facility, the GID, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof in accordance with NRS Chapter 318.
- C. Transfer to a Political Subdivision of the United States or State of Nevada. Developer may convey flood control facilities to any political subdivision of the State of Nevada or United States provided that the political subdivision accepts Developer's maintenance obligations for such flood control facilities. The political subdivision, to which Developer conveys title, shall have the exclusive right to program and maintain the use thereof.
- D. Transfer to a Flood Control District. Developer may convey flood control facilities to any Flood Control District formed under the provisions of NRS provided that the District accepts Developer's maintenance obligations for such flood control facilities.

SECTION 9 REVIEW AND DEFAULT

- 9.1 Frequency of Reviews. As required by NRS Chapter 278, at least once every twenty-four (24) months during the Term of this Agreement, Developer shall provide and County shall review in good faith, a report submitted by Developer documenting the extent of Developer's and County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. During the final review, (24 months prior to the expiration of term for this development agreement), Developer and County shall determine the need for any extension. Developers cost shall be limited to the standard and current application fee with respect to such review. If, at the time of review, an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford sufficient time or response. County and Developer shall be permitted an opportunity to be heard before the Commission regarding their performance under this Agreement in a manner set forth in the Development Agreement Ordinance.
- 9.2 Procedures in the Event of Noncompliance. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing a courtesy notice stating the reason for noncompliance and any action necessary to correct the noncompliance. Courtesy notices must be made by certified mail. If after thirty days (30) of the date the courtesy notice is sent the compliance is not corrected to the satisfaction of the complaining party, the party alleging noncompliance may deliver in writing a notice of default. The time of notice shall be measured from the date of receipt of certified mailing. The notice of default shall include the section of this agreement alleged to be violated, the nature of the alleged default, and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of default letter is pending the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected after thirty days, the following procedures shall apply:
- A. County Procedures.
- (i) Intent to Remedy Noncompliance. After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the County, or designee, may issue a letter providing notice of County's intent to set the matter for hearing before the Commission. The letter shall notify Developer of the action taken. County shall give



Developer at least ten (10) business day's notice to correct the default before the matter is scheduled for a hearing. The letter notifying the Developer of the hearing shall contain the intended hearing date. The ten (10) business days are measured from the date of certified mailing of the notice.

- (ii) Hearing Scheduled. If default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the Commission during their next regularly scheduled Commission meeting.
- (iii) Review by Commission. Following consideration of the evidence presented before the Commission and a finding based on substantial evidence that a default has occurred by Developer and the default remains uncorrected, the Commission may authorize the suspension of building permits within the PUD or may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any Vested Right in favor of Developer existing or received as of the date of the termination. Developer shall have twenty-five (25) days after the date noticed of the Commission's decision is filed with the Lincoln County Clerk, to institute legal action pursuant to Section 9.4 hereof, to determine whether the Commission abused its discretion in determining whether a default existed and remain uncorrected.

B. Developer Procedures.

- (i) Hearing Scheduled. After proper notice and the expiration of the above-referenced periods for correcting the alleged default, Developer may issue a letter requesting a hearing before the Commission for review of the alleged default. Upon receipt of the letter, the Lincoln County Clerk shall schedule an agenda item to consider the alleged default during the next regularly scheduled Commission meeting.
- (ii) Review by Commission. Following consideration of the evidence presented before the Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, the Commission shall direct County staff to correct the default. Developer shall have twenty-five (25) days after the date notice of the Commission's decision is filed with the Lincoln County Clerk, to institute legal action pursuant to this Section 9.4 hereof, to determine whether the Commission abused its discretion in determining whether a default existed and remain uncorrected.

C. Waiver. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions of proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

D. Notices. All notices provided for herein shall be sent to the address provided in Section 12 of this Agreement and to be sent certified mail.

9.3 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war; acts of terrorism; insurrection; strikes; walkouts; riots; floods; earthquakes; fires; physical and financial limitations and constraints related to power, water and sanitary sewer services to the Property; casualties; acts of God; restrictions imposed or mandated by governmental entities; failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement; enactment of conflicting state or federal laws or regulations; new or supplementary environmental regulations, or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) days of such written notice, shall be granted



coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Developer.

- 9.4 **Institution of Legal Action.** County and Developer agree that neither would have entered into this Agreement if either party were liable for, or could be liable for, damages under or with respect to this Agreement. Accordingly, County and Developer may pursue any remedy at law or equity available for breach, except that neither Developer nor County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Any judicial review of the Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate for the review of zoning actions. Judicial review of the decision of the Commission shall be limited to the evidence presented to the Commission at the public hearing as described in this Section 9. If a party desires to present new or additional evidence to the Court, they may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. *Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Seventh Judicial District Court, State of Nevada.*
- 9.5 **Applicable Laws.** This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.
- 9.6 **Adjustments for Inflation.** In the event there is a delay of more than one (1) year in the payment of a contribution required in this Agreement, or the construction of any required public facilities, the amount of the contribution may be adjusted for inflation, or if construction of a required public facility based on actual construction costs. *If the parties are unable to agree to the adjusted amount, the matter may be set for a hearing before the Commission, after notice is provided to Developer. After the Commission conducts a public hearing and considers the evidence presented, it may adjust the amount of the contribution to account for inflation.*

SECTION 10 FINANCING

- 10.1 **County Cooperation in Financing.** County expressly acknowledges and agrees that Developer may be required to finance a part of its obligations through private financing in addition to the financing and reimbursement provisions contemplated by this Agreement. County agrees to cooperate with Developer with respect to any such private financing. County will execute and deliver written documentation to any lender or other interested person such documents as may be reasonably requested to acknowledge.
- A. That County has no lien on the Subject Property as a direct result of this Agreement, and;
- B. That County shall recognize and allow a lender, which has foreclosed or acquired a portion of the PUD from Developer to inure to the rights and benefits of this Agreement as to such property. County and Developer acknowledge, however, that if a Special Improvement District or General Improvement District is created such district will constitute or create a lien to secure repayment of the bonds. Nothing herein shall be deemed to relieve Developer of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.
- 10.2 **Funding Allocation.** County reasonably believes that sufficient funds can be obtained to meet its obligations under this Agreement. In the event, however, that County fails to allocate funds sufficient to meet such obligations, County's obligations to fund, construct or otherwise perform the specifically non-funded obligation shall be excused. In such an event Developer will have the right to terminate this Agreement and all executor obligations of Developer hereunder by written notice to County.
- 10.3 **Interim funding.** Developer agrees to provide interim funding for staff positions needed to support the PUD, based upon an approved budget not to exceed \$540,000, per annum, and a staffing plan for the

entire Toquop Planning Area, to be provided by an independent consultant hired by the County and paid for by developer. This staffing plan must show the need for the additional staff, based on a formula for total units in the LCCRD. The cost for this staffing plan will be fronted by the first developer and reimbursed by other developers as outlined in Section 4.8. Developer agrees to provide interim funding on a quarterly basis to the County for the needed staff positions at the County's actual cost. Payment to be made in advance on a quarterly basis. Developers funding of these positions would begin upon submittal of any PUD Engineering Studies, Improvement/Grading Plans, or Tentative Maps and on the basis of the staffing plan. Developers payment obligation may be terminated on not less than 180 days written notice, which may not be given prior to 2 1/2 years from commencement of employment for each respective staff position or until it can be shown that County revenue generating operations of Developer, its successors and assigns are contributing enough funding to make each staff position self sustaining, but in no event shall Developers interim funding obligation exceed the term of this Agreement. Funding for these staff positions shall be shared by any other developer that is moving forward with development efforts within the same time frame, as outlined within the staffing plan. In the event Developer, its successors or assigns can no longer proceed with the development of the PUD as outlined in Section 3 and on the basis of Section 9.3 "Unavoidable Delays or Default". At the request of Developer, County agrees to evaluate the need for the funded staffing positions with respect to any slow down in the development of the PUD based on such other events resulting from economic hardship and overall market conditions.

- A. PUD Coordinator Position. Developer agrees to fund one full time staff member (PUD Coordinator) in addition to positions outline in 10.3, as a central point of contact for all coordination and communication issues between the County and Developer. Funding for the PUD Coordinator will begin upon approval of this Development Agreement and employment of the PUD Coordinator and continue for the length of this agreement or a mutually agreed upon termination date between Developer and County. Coordinator's compensation shall be consistent with other positions in Lincoln County having similar responsibilities. The full time PUD Coordinator position may be jointly shared by other Developers with equal cost sharing between the developers until any Developers submitted work requires full time coordination, which determination will be at the County's reasonable discretion. At that point, any additional Developer will be required to fund an additional full time Coordinator position.
- B. Pre-Development Funding. In order to defray the administrative costs of reviewing this Agreement and other ancillary costs prior to the Interim Funding and exclusive of the PUD Coordinator, Developer agrees to pay County \$40,000 no later than 45 days upon approval of this Agreement by the Lincoln County Board of Commissioners and Recordation of this Agreement with the County Clerks Office, unless an alternate date is agreed to by the County, so long as this required funding is uniformly applied to all Developers within the LCCRD.

**SECTION 11
CONFLICTING LAWS**

- 11.1 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by County, this Agreement shall remain in full force and effect as to those provisions not affected, the conflicting laws or regulations shall not be applied retroactively, and:
 - A. Notice and Copies. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement; and;
 - B. Modification Conferences. The parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement



or create a Supplemental Development Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

11.2 County Commission Hearings. In the event County believes that an amendment to this Agreement is necessary pursuant to this, Section 11 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the Commission. The Commission shall determine the exact nature of the amendment of suspension necessitated by such federal or state law or regulation or action or inaction. Developer shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the Commission pursuant to such hearing is subject to judicial review as set forth in Section 9.

11.3 Cooperation in Securing Permits. County shall use its best efforts to cooperate with Developer in securing any County permits, licenses or other authorizations, which may be required as a result of any, amendment or suspension resulting from actions indicated under this Section 11. Developer will be responsible to pay all applicable fees in connection with securing of the permits.

**SECTION 12
GENERAL PROVISIONS**

12.1 Enforcement and Binding Effect. Subject to the limitations of NRS Chapter 278, this Agreement is enforceable by either party in accordance with its terms notwithstanding any change (which, except for this Agreement would otherwise be applicable) in any of the Applicable Rules. Nothing in this Agreement shall prevent the County from increasing "Cost Based Fees" which are deemed to be administrative fees for issuance of Land Use Approvals, building permits, plan checks, or inspections which are based upon actual costs to the County.

12.2 Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30th) anniversary of the Effective Date, with two ten 10 year options to extend. Any such extension must be approved by County.

12.3 Assignment.

A. Agreement Transfer. This Agreement, including the terms and conditions thereof and except as described in Section 12.3B of this Agreement, may be freely transferred or assigned at any time and from time to time, wholly or in portions thereof by Developer provided that the County consents in writing to the assignment or transfer, to which consent is not unreasonably withheld, and the County is satisfied that assignee or transferee is financially capable of fulfilling the terms and conditions of the Agreement, and such assignee or transferee assumes in writing all obligations of the Developer commensurate with such assignment or transfer hereunder. Upon any such assignment or transfer hereunder, the Developer shall be relieved of all obligations and liabilities under or in connection with this Agreement.

B. Transfer to an Affiliate of Developer. The rights of Developer under this Agreement may be freely transferred or assigned to any entity, partnership or corporation which Developer controls or in which Developer has a combined interest or which controls Developer, provided such entity shall assume in writing all obligations of Developer hereunder. In connection with the transfer or assignment of any portion of the Subject Property to an affiliate of the Developer, Developer shall provide County with written notice of any transfer, conveyance or assignment.

C. Transfer of Property Not to Relieve Developer of its Obligation. The Developer may assign or transfer lands in any portion of the PUD within a recorded parcel map, large land division map or subdivision map and such transferee and assignee shall not be subject to the obligations of the Developer as to the portion of the PUD so assigned or transferred except as expressly provided herein. Such assignment or transfer shall not relieve Developer of its obligations as to the assigned or transferred portion of the PUD unless Assignee assumes such obligation in writing and County consents.



- D. Transfers to Designated Builders. Without the requirement of further action on the part of the County and notwithstanding the requirements of Section 12.4 C County hereby consents to the transfer, at any time and from time to time following the execution of this Agreement, of parcels of the Subject Property to one or more Designated Builders for development purposes.
- E. In Connection with Financing Transactions. Developer has full discretion and authority to transfer, assign or encumber the PUD or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefore, and may enter into such transactions at any time and from time to time without permission of or notice to County.

- 12.4 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278.0205 and Section 9 of this Agreement, this Agreement may be amended from time to time or canceled but only upon the mutual written consent of the parties hereto, which consent shall not unreasonably withheld or delayed by either party..
- 12.5 Binding Effect of Agreement. Subject to Section 12.3 hereof, the burdens of this agreement bind and the benefits of this Agreement inure to the parties' respective successors in interest.
- 12.6 Relationship of Parties. It is understood that the contractual relationship between County and Developer is such that Developer is an independent contractor and not an agent of County for any purpose.
- 12.7 Notices. All notices, demands and correspondences required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: Board of County Commissioners for Lincoln County
 ATTN: County Clerk
 P. O. Box 90
 Pioche, NV 89043

With a Copy to: Office of the District Attorney
 Lincoln County
 P. O. Box 60
 Pioche, NV 89043

To Owner: BLT Lincoln County Land, LLC
 9900 Covington Cross, Suite 200
 Las Vegas, NV 89144

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address within thirty (30) days. Notices given in the manner described shall be deemed delivered on the date of personal delivery or the date delivery of the mail is first attempted.

- 12.9 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous Agreements between the parties with respect to all or any part of the subject matter hereof.
- 12.10 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of County or Developer, as the case may be.



- 12.11 Recording Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Lincoln County, Nevada. All amendments hereto shall be in writing signed by the appropriate officers of County and Developer in a form suitable for recordation in the Official Records of Lincoln County, Nevada. Upon the completion of performance of this Agreement or its cancellation, revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Developer shall be recorded in the Official Records of Lincoln County, Nevada.
- 12.12 Release. Each residential lot or commercial parcel within the Subject Property shall not be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence or commercial building thereon.
- 12.13 Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit herein have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.
- 12.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.
- 12.15 Voluntary Agreement. Developer acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 12.16 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Developer shall hold County, its officers, agents, employees, and representatives harmless from liability for damages or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Developer's behalf which relate to the development of the PUD. Developer agrees to and shall defend County and its officers, agents, employees and representatives from actions for damages cause or alleged to have been caused by reason of Developer's activities in connection with the development of the PUD. Developer agrees to indemnify, hold harmless, and provide and pay all costs and attorney's fees for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or action is proximately caused by the intentional or negligent act of county, its officers, agents, employees or representatives.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written, as authorized by Ordinance No. 2008-03 of the Lincoln County Code, to be effective on the Effective Date shown below.

THE EFFECTIVE DATE hereof is 7-7, 2008

COUNTY: BOARD OF COUNTY COMMISSIONERS,
COUNTY OF LINCOLN, STATE OF NEVADA


By: [Signature]
Chairman



0132609

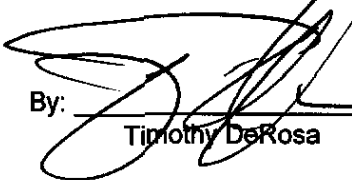
Book 244
Page 426

09/17/2008
Page 30 of 30

Attest: 
County Clerk

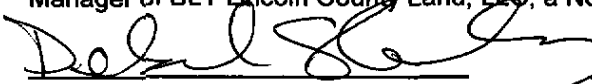
Owner:

BLT LINCOLN COUNTY LAND, LLC
A Nevada Limited-Liability Company

By: 
Timothy DeRosa *President*

State of Nevada)
) SS
County of Lincoln)

This instrument was acknowledged before me on the 14th day of July, 2008 by Timothy DeRosa, Manager of BLT Lincoln County Land, LLC, a Nevada Limited Liability Company.



Notary Public





LEGAL DESCRIPTION

APN 008-251-04

PARCEL I, OF THE LINCOLN COUNTY LAND ACT OF 2004;

A PARCEL OF LAND SITUATED WITHIN SEC.'S 25, 26 35 & 36, T. 12 S., R. 70 E.,
M.D.M., LINCOLN COUNTY, STATE OF NEVADA, BEING FURTHER
DESCRIBED AS FOLLOWS:

ALL OF SAID SEC.'S 26 & 35, THE W1/2 OF SAID SEC. 25 AND THE NW1/4 OF
SAID SEC. 36;

CONTAINING A TOTAL OF 1760.67 ACRES, MORE OR LESS.

UNITED STATES PATENT NO. 27-2005-0162

APN 008-251-03

PARCEL J, OF THE LINCOLN COUNTY LAND ACT OF 2004;

A PARCEL OF LAND SITUATED WITHIN SEC.'S 27 AND 34, T. 12 S., R. 70 E.,
M.D.M., LINCOLN COUNTY, STATE OF NEVADA, BEING FURTHER
DESCRIBED AS FOLLOWS:

ALL OF SAID SEC.'S 27 & 34;

CONTAINING A TOTAL OF 1280.81 ACRES, MORE OR LESS.

UNITED STATES PATENT NO. 27-2005-0163

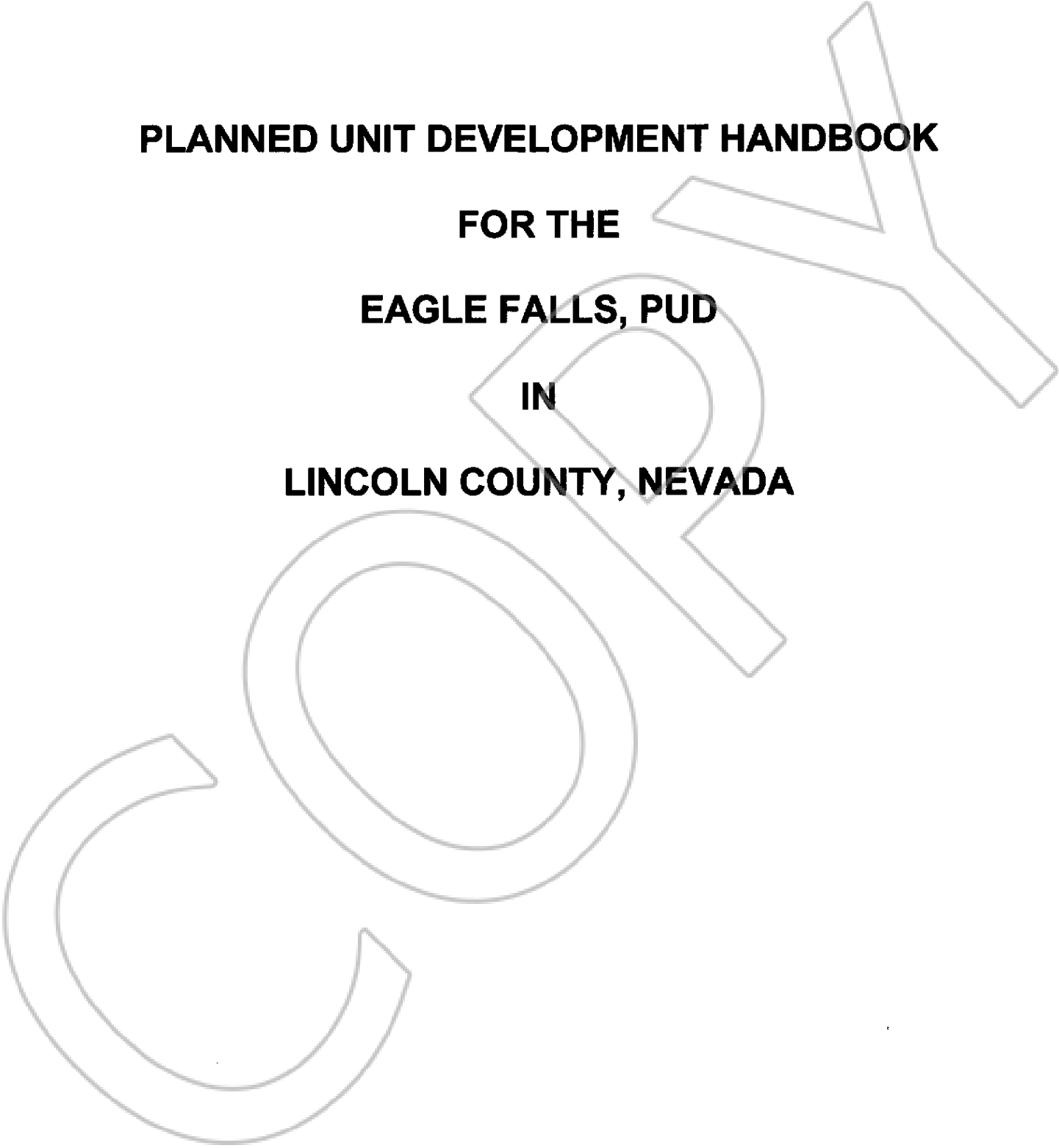


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Book 244
Page 428

09/17/2008
Page 38 of 38

PLANNED UNIT DEVELOPMENT HANDBOOK
FOR THE
EAGLE FALLS, PUD
IN
LINCOLN COUNTY, NEVADA





EAGLE FALLS, PUD
Planned Unit Development Handbook

Project Team

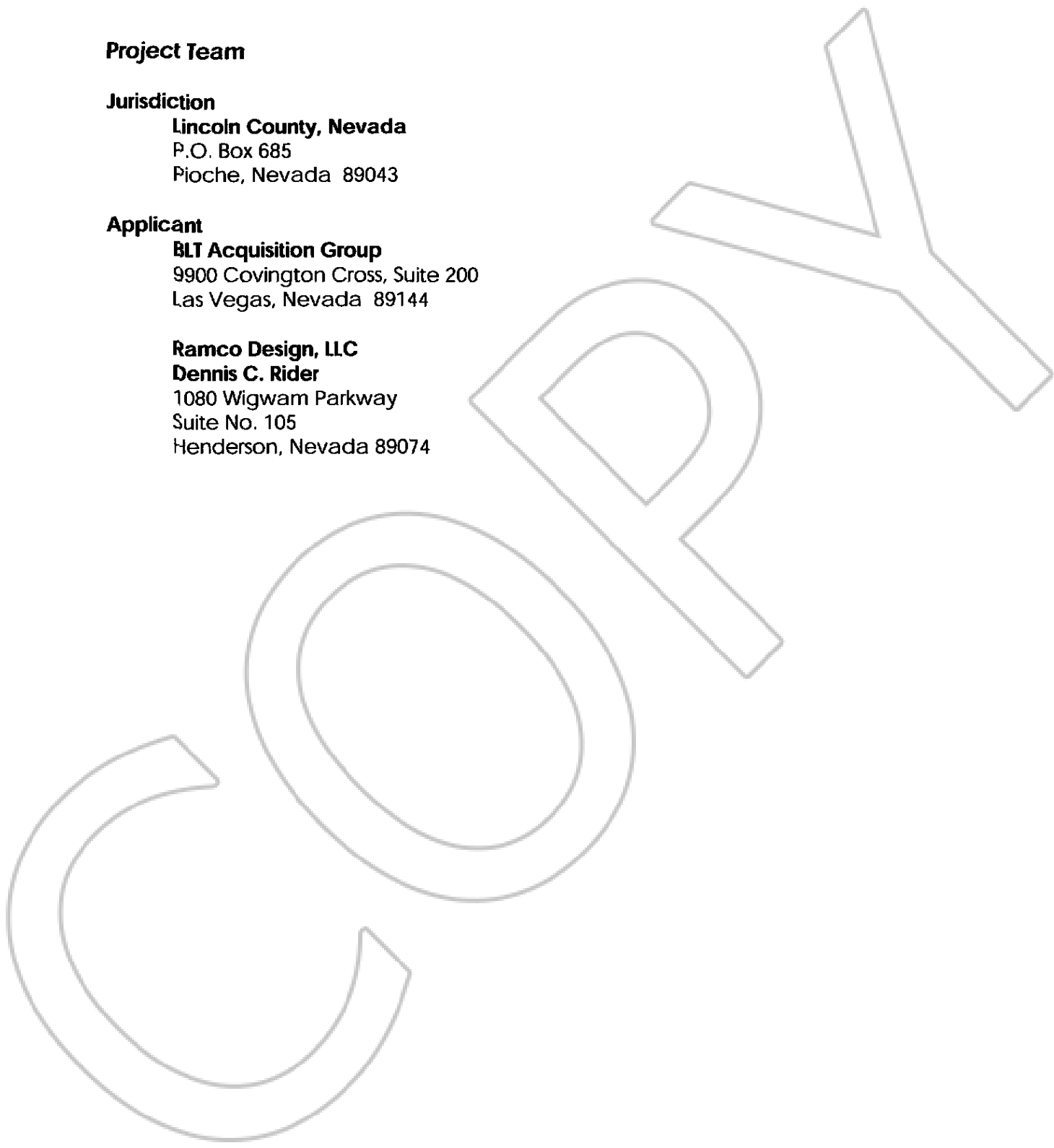
Jurisdiction

Lincoln County, Nevada
P.O. Box 685
Pioche, Nevada 89043

Applicant

BLT Acquisition Group
9900 Covington Cross, Suite 200
Las Vegas, Nevada 89144

Ramco Design, LLC
Dennis C. Rider
1080 Wigwam Parkway
Suite No. 105
Henderson, Nevada 89074





EAGLE FALLS, PUD
 Planned Unit Development Handbook

TABLE OF CONTENTS

Section 1 Overview

- 1.1 Notices to Builders and Developers
- 1.2 Modification of Applicable Rules
- 1.3 Project Concept

Section 2 Site Location and Analysis

- 2.1 Project Vicinity
- 2.2 Project Context
- 2.3 Geological Features/Topography
- 2.4 Vegetation
- 2.5 Threatened and/or Endangered Species
- 2.6 Hydrology/Floodplain

Section 3 Approval Process

- 3.1 Application of Standards
 - 3.1.1 Design Review Committee (DRC)
 - 3.1.2 Conformance Review by County
- 3.2 DRC Review and Approval Procedures
- 3.3 Subdivision of Land
- 3.4 Density Distribution
- 3.5 Handbook Amendments
- 3.6 Minor Adjustments
- 3.7 Appeal Process

Section 4 Eagle Falls Master Plan

- 4.1 Purpose and Intent
- 4.2 Land Use Designations
 - 4.2.1 Residential (R-E, R-R, R-1, R-1a)
 - 4.2.2 Residential (R-M)
 - 4.2.3 Residential (R-H)
 - 4.2.4 Commercial (C-P, C-1, C-2)
 - 4.2.5 Hotel/Casino (H-2)
 - 4.2.6 Public Facility (PF-1, PF-2, O-S)
 - 4.2.7 Industrial (M-1, M-2)

Section 5 Eagle Falls Circulation Plan

- 5.1 Vehicular Circulation
 - 5.1.1 Access
 - 5.1.2 Street Classifications
 - 5.1.3 Parking
- 5.2 Pedestrian Circulation
 - 5.2.1 Trail Concepts

Section 6 Site Design and Grading

- 6.1 Site Design Concept
- 6.2 Grading Guidelines
- 6.3 Retaining Wall Guidelines

Section 7 Public Services & Facilities

- 7.1 Gas/Electric
- 7.2 Communications
- 7.3 Refuse Collection
- 7.4 Sewer Service
- 7.5 Water
- 7.6 Storm Water Management
- 7.7 Schools and Public Services
- 7.8 Parks

Section 8 Architectural Character

- 8.1 Architectural Character
- 8.2 Single Family Residential Design
- 8.3 Multi Family Residential Design
- 8.4 Commercial Design
- 8.5 Industrial Design

Section 9 Landscaping Character

- 9.1 Community Landscape Concept
- 9.2 Recommended Plant Materials
- 9.3 Streetscapes
- 9.4 Street Furniture

Section 10 Walls and Screening

- 10.1 General Guidelines
- 10.2 Residential Fences
- 10.3 Fences next to Golf, Open Space, or Trails
- 10.5 Screening

Section 11 Exterior Lighting Character

- 11.1 Residential
- 11.2 Commercial
- 11.3 Street
- 11.4 Landscape

Section 12 Signage Character

- 12.1 General Signage Character
- 12.2 Community Entries
- 12.3 Village Entries
- 12.4 Vehicular Signage
- 12.5 Pedestrian/Trail Signs
- 12.6 Commercial Signs

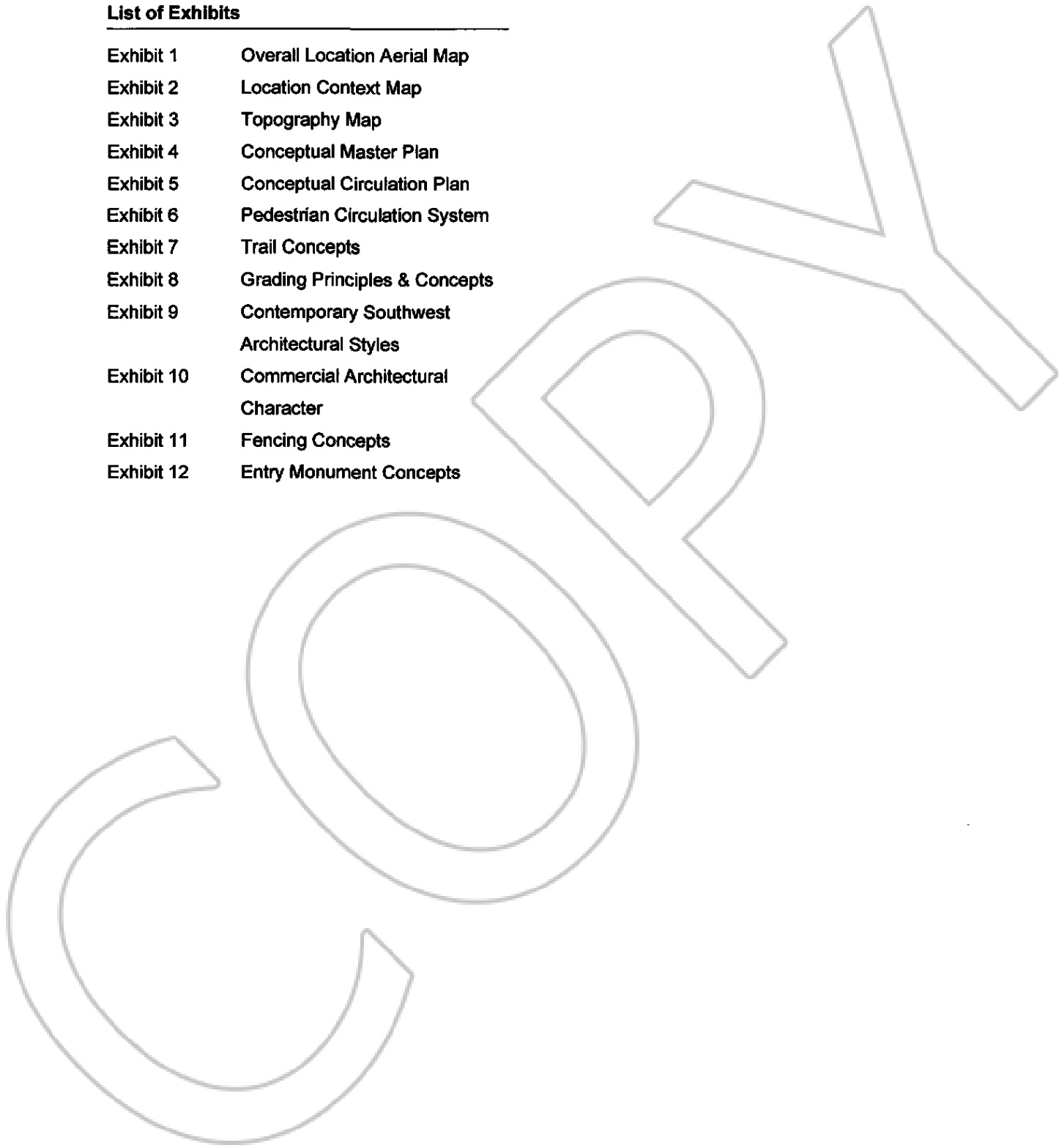
APPENDIX A TOQUOP PUD Parking Standards



EAGLE FALLS, PUD
Planned Unit Development Handbook

List of Exhibits

- Exhibit 1 Overall Location Aerial Map
- Exhibit 2 Location Context Map
- Exhibit 3 Topography Map
- Exhibit 4 Conceptual Master Plan
- Exhibit 5 Conceptual Circulation Plan
- Exhibit 6 Pedestrian Circulation System
- Exhibit 7 Trail Concepts
- Exhibit 8 Grading Principles & Concepts
- Exhibit 9 Contemporary Southwest
Architectural Styles
- Exhibit 10 Commercial Architectural
Character
- Exhibit 11 Fencing Concepts
- Exhibit 12 Entry Monument Concepts





EAGLE FALLS, PUD
 Planned Unit Development Handbook

Section 1 Overview

Eagle Falls is a high quality master planned community encompassing 3,041 acres in the southern portion of Lincoln County, Nevada, near the City of Mesquite. Proposed land uses within the development include conventional single-family attached and detached housing, multi-family housing, neighborhood commercial, a hotel resort, and a recreational village oriented toward golf and tennis. These Design Guidelines are intended to identify an overall theme for the project and establish high standards of architectural design and site planning that will ensure an attractive addition to the unique desert landscape of Lincoln County.

1.1 Notices to Builders and Developers

The Design Guidelines outlined within this Handbook are intended to provide participating builders and prospective purchasers of property within Eagle Falls with a general overview of the intended design concept of the Master Developer. Notwithstanding anything to the contrary in these Design Guidelines, the Developer retains and reserves the following rights:

- a. Subject to the approval of the County, the Master Developer may amend, modify, supplement, delete, or otherwise modify or change any provision of this Handbook, for any reason and without notice. It shall be the sole duty and obligation of any person using this Handbook to ensure that the Handbook being used is the latest published version of the Handbook.
- b. The Design Review Committee (DRC) of the Eagle Falls Community Association may, at its sole and exclusive discretion, approve or disapprove any plan or intended plan of use of property within the Eagle Falls development, regardless of conformance or non-conformance of such plan with the Handbook.

1.2 Modification of the Applicable Development Rules

Lincoln County and the Developer acknowledge and agree that the standards outlined in the Handbook are particular to Eagle Falls and may not be amended, modified or changed without

the express written consent of Developer. Furthermore, Lincoln County and the Developer agree that Title 14, of the Lincoln County Code, which is in effect on the date that this Handbook is adopted by Lincoln County, shall govern the development of Eagle Falls, except as otherwise provided herein. Title 14 may be amended or modified by the County in the future, and/or new ordinances, rules, regulations or policies may be adopted which effectively modify or replace some or all of Title 14, but without impact on Developer or the development of Eagle Falls or any portion thereof. In addition, should the County adopt, amend or create new ordinances, rules, regulations or policies that effectively modify or replace some or all of Title 14 of the Code, the Developer shall have the option, in its sole discretion, of accepting such new or amended matters, in a non-piecemeal fashion, by giving the County written notice of such acceptance.

1.3 Project Concept

When fully developed, Eagle Falls will be an attractive master-planned community with a diverse mix of single-family detached, attached housing and multi-family housing, neighborhood commercial development, recreational uses, areas reserved for natural washes, and a re-use water facility. The residential components anticipate a full range of market levels and needs, including second homebuyers, recreational visitors, multi-family dwellers and move-up housing. The infrastructure of Eagle Falls, including roadways, trails, water, sewer and drainage facilities, will be master planned to fit seamlessly into the surrounding community.

The overall design concept for Eagle Falls is intended to achieve the purpose and goals of Title 14. The following is a list of the applicable goals and how this development addresses each of them:

- Goal A. *"To enhance and protect public health, safety and general welfare as the Lincoln County Land Act area (Toquop Township) is planned and developed."*

An overall master plan has been developed for the community that identifies future land uses and provides a standard of development



EAGLE FALLS, PUD
Planned Unit Development Handbook

that will enhance and protect the public health, safety and general welfare of future residents.

Goal B. *“Encourage innovative residential, and commercial development so that the Toquop area provides great opportunities for housing, recreation, shopping and employment for Lincoln County residents.”*

A balanced mix of retail, commercial, and recreational land uses within Eagle Falls will complement the variety of housing types to be included in the development. Golf courses will be an integral part of the project, providing both recreational opportunities and park-like open space for the community. In addition, two hotel/resort locations within the project will provide entertainment opportunities as well as a source of jobs for local residents.

Goal C. *“Provide for harmonious selection of uses and groupings of buildings, parking areas, circulation and open spaces...”*

This Handbook establishes specific design guidelines to ensure harmonious development of buildings and uses in a unique natural setting.

Goal D. *“Provide an integrated community, including trails and extensive pedestrian/bikeway systems, allowing access to areas throughout Toquop without the use of a car.”*

Trails and pedestrian facilities are planned throughout the community to provide enhanced connectivity and accessibility.

Goal E. *“Encourage conservation of natural resources and protection of air quality...”*

Thoughtful site design and planning will conserve the unique natural and visual features of the Eagle Falls site while creating exciting new opportunities for recreation and residential development. Drought tolerant landscaping will be used to enhance the natural beauty and character of the land to reduce water demand, and where possible, reclaimed water will be used for irrigation. Trails and other facilities for pedestrians, bicycles, golf carts, etc. will accommodate non-vehicular travel and access throughout the site.



EAGLE FALLS, PUD

Planned Unit Development Handbook

Section 2 Site Location and Analysis

2.1 Project Vicinity

The Eagle Falls Planned Unit Development (Eagle Falls) is located in the southeast corner of Lincoln County, Nevada, immediately north of the City of Mesquite. Eagle Falls is located within Parcels I & J of the Lincoln County Land Act of 2004. The property is bounded to the south by the Lincoln/Clark County Line, to the north and west by Public Lands administered by the B.L.M., and to the east by Parcel B, of the Lincoln County Land Act. See Exhibit 1.

2.2 Project Context

Eagle Falls is part of a larger planned effort to develop approximately 13,500 acres located in Lincoln County known as Toquop Township. See Exhibit 2. The Eagle Falls PUD area aims to implement the goals of the overall Toquop Township PUD. Important themes include: creating a sense of place and community, providing a range of efficient housing types, ensuring high quality site design and architecture, accommodating efficient access and circulation, and supporting economic development to sustain a high quality of life.

The future urban form will be a reflection of many different individual visions for land use, urban design, economic development, housing, circulation, open space, and natural and cultural resources. Such an approach to urban form relies on a hierarchy of activity centers which in turn correspond to the diverse civic, residential, and commercial, employment, and recreational needs of this growing community.

2.3 Geologic Features/Topography

The project area is undeveloped with steep, rugged slopes leading up to Flat Top Mesa, a large flat plateau with relatively gentle terrain and excellent views of the surrounding desert in all directions. A majority of the land is characterized by severely eroded soils and non-stony barren land. A portion of the Toquop Wash passes through the northwest corner of the site. See Exhibit 3.

2.4 Vegetation

Vegetation is sparse and consistent with that of the Mojave Desert. Efforts will be made to identify and remediate any areas designated for conservation that are disturbed by development activities.

2.5 Threatened and/or Endangered Species

Desert Tortoise habitat may be a consideration for any development in this area. No other federally listed wildlife species are known to occur on the Eagle Falls site.

2.6 General Hydrology/Floodplain

The property drains generally to the west and south and contributes to the flows within Toquop Wash, which flows south to the Virgin River. The rugged, steep nature of the terrain around Flat Top Mesa results in very rapid watershed characteristics such that only a small portion of any rainfall will percolate into the ground.



EAGLE FALLS, PUD
Planned Unit Development Handbook

Section 3 Approval Process

3.1 Application of Standards

The standards in this Handbook will apply to all property located within the boundaries of Eagle Falls. The design and development standards are applicable to all new construction as well as any future additions and/or modifications to structures and landscape elements located within Eagle Falls.

The standards in this Handbook will be used in conjunction with all applicable regulations, conditions of approval and other applicable requirements of Lincoln County in existence as of the effective date of this Handbook. In the case of conflicts between the standards in this Handbook and Lincoln County Codes and/or mandates of federal and state government concerning public safety and health issue, the more restrictive standard shall apply. Fees shall be established as of the effective date of this Handbook.

3.1.1 Eagle Falls Design Review Committee

All land sold within Eagle Falls shall reserve development review and approval authority to the Eagle Falls Design Review Committee (DRC). The DRC shall be composed of three (3) members appointed by the Developer until such time as the Developer or its assignees have divested all land holdings within Eagle Falls. At that time, review and approval powers for development within Eagle Falls shall transfer in accordance with the Eagle Falls CC&Rs.

Prior to submittal to the County for any building or site work permit or for any entitlement request (e.g., a Conditional Use Permit), the project applicant shall first obtain approval from the DRC. Such approval shall be evidenced by stamped project plans or an approval letter. Any approval may be granted subject to specific conditions.

3.1.2 Conformance Review by Lincoln County

The Planning Director for Lincoln County shall review proposed development plans for conformance with Lincoln County Codes for those issues not addressed by the Handbook.

The information requirements and any fees required shall be established by the Lincoln County Commission. The County will process submittals in accordance with applicable codes, policies or regulations. The applicant shall bear responsibility to submit the necessary information for the County to process the application.

If the submitted development plans do not conform to the standards of applicable codes, policies, or regulations, the County shall issue a letter identifying specific deviations from such. Any interpretation made by the Staff may be appealed in accordance with applicable County regulations.

3.2 DRC Review and Approval Procedures

- a. **Conceptual Design Review (Optional):** In order to save the applicant unnecessary costs associated with design, and upon request, the DRC will review a conceptual design for general compliance with the standards in this Handbook prior to formal Design Review of the project.
- b. **Design Review:** The Developer shall establish a Project Submittal Checklist of materials to be submitted by the applicant to the DRC for design review. The DRC will review the project and approve, disapprove, or recommend changes to the design based on the project's compliance with the standards in this Handbook.
- c. **Construction Document Review:** The applicant shall submit two copies of the full project construction documents to the DRC for review for compliance with the Design Review.

One set of approved plans will be retained by the DRC and one set shall be returned to the project applicant.

3.3 Subdivision of Land

The subdivision of land within Eagle Falls shall be in accordance with all applicable requirements and standards for the mapping



EAGLE FALLS, PUD
 Planned Unit Development Handbook

process per Nevada Revised Statutes and Lincoln County Code.

3.4 Density Distribution

If the final location of design of Eagle Falls affects the distribution of acreage or units from one subdivision area (Pod) to another, the units or density in a Pod may be redistributed to or from another Pod, subject to approval by the DRC. The redistribution of density shall not allow the total maximum number of residential units for the entire Eagle Falls area not to exceed 10,037 units.

Any unit adjustments between different property owners within Eagle Falls must be reviewed and approved by the DRC as part of the tentative map, conditional use, site plan review process and/or land use plan amendment.

3.5 Handbook Amendments

Any deviation from this Handbook, including its land use plan, will require review by the DRC and Lincoln County for determination of compliance with the intent of the Handbook. If the DRC and Lincoln County determine that the scope of the proposed deviation is sufficient to require a Plan Amendment, then the project applicant shall, with prior approval of the DRC, submit the proposed amendment to Lincoln County for public review. The amendment shall follow application review procedures as outlined in Title 14, which may include review before the Lincoln County Commission.

3.6 Minor Adjustments

For minor adjustments, the applicant shall submit the requests to the DRC for review and approval prior to submittal to the County. The submittal to the County will include a letter describing the proposed adjustments, a letter of approval and/or stamped plans indicating the approval of the DRC, and a complete set of dimensional plans illustrating the adjustments and potential effects on surrounding properties. Minor adjustments may include anything that does not modify Lincoln County Code, existing as of the effective date of this Handbook.

Prior to approving a minor adjustment, the Planning Director of Lincoln County shall first

determine that the requested deviation is consistent with the intent of this Handbook and the County's codes, policies, and regulations. The Planning Director may deny, approve (with the concurrence of another county official) or conditionally approve the minor adjustments and convey the decision in a letter to the applicant.

3.7 Appeal Process

Any decision of the County on items/issues with Lincoln County Code, Handbook Amendments, and/or Minor Adjustments may be appealed to the Lincoln County Commission for reconsideration. The Commission may hear the appeal and either affirm, modify or reverse the decision of the Planning Director. The appeal request must be submitted to the County within ten (10) business days from the date of the initial decision.



EAGLE FALLS, PUD Planned Unit Development Handbook

Section 4 Eagle Falls Master Plan

4.1 Purpose and Intent

The Eagle Falls Master Plan is intended to establish land use designations and design guidelines exclusive to the development. The land use designations are established to ensure that the community develops in a pleasant and efficient manner with an appropriate mix of land uses. The design guidelines are established to produce buildings and neighborhoods with a high degree of design excellence and a community that expresses both diversity and harmony between the built and the natural environment. See Exhibit 4.

The Conceptual Master plan envisions a multi-faceted living environment that complements the site's incredible natural setting. The site contains dramatic vistas, bluffs, and rock outcroppings that provide an ideal location for leisure, recreation and homeownership.

4.2 Land Use Designations

The land use designations within Eagle Falls are as follows:

- R-E Rural Estates (1du/ac)
- R-R Rural Residential (2 du/ac)
- R-1 Single-family Residential (4 du/ac)
- R-1a Single-family Residential (7 du/ac)
- R-M Medium Density Residential (12 du/ac)
- R-H High Density Residential (16 du/ac)
- C-P Commercial Professional
- C-1 Limited Commercial
- C-2 General Commercial
- H-1 Hotel
- H-2 Hotel/Casino
- M-1 Light Industrial
- M-2 Heavy Industrial
- PF-1 Public Facility/Light Use
- PF-2 Public Facility/Heavy Use
- O-S Open Space

Table 1 - Residential Lot Standards

Land Use Designations	Description	Lot Size (sq. ft.)	Max. Density (du/ac)*
R-E	Rural Estates	43,560	1
R-R	Rural Residential	20,000	2
R-1	Single-family Residential	8,500	4
R-1a	Single-family Residential	4,500	7
R-M	Medium Density Residential	1,400	12
R-H	High Density Residential	1,000	16

*(du/ac = dwelling unit per acre)

4.2.1 Residential (R-E, R-R, R-1, R-1a)

These land use districts are for traditional single family detached and attached homes. The R-E and R-R districts will be used to create large lot rural estate type neighborhoods while the R-1 and R-1a districts will be used for detached and attached single-family units on traditional and smaller lot sizes.

Lot Standard for R-E District:

- 1 acre (43,560 square feet) minimum lot size
- Maximum Density (gross): 1 du/ac

Lot Standard for R-R District:

- 20,000 square feet minimum lot size
- Maximum Density (gross): 2 du/ac

Lot Standard for R-1 District:

- 9,000 square feet minimum lot size
- Maximum Density: 4 du/ac

Lot Standard for R-1a District:

- 4,500 square feet minimum lot size
- Maximum Density: 7 du/ac

In all of the above districts, two off-street parking spaces will be provided per lot, not including garage parking.



EAGLE FALLS, PUD
Planned Unit Development Handbook

Permitted Uses:

- Single-family detached dwellings
- Cluster homes
- Temporary construction yard and offices
- RV parking within a garage or screened area
- Detached casitas
- Accessory structures incidental to the above uses (pools, decks, gazebos, etc)

Conditional Uses:

- Home occupations
- Temporary sales offices
- Outdoor RV parking in R-E or R-R districts only

Prohibited Uses

- No recreational vehicles, boats or trailer storage are allowed on the streets or outside of a garage or other screened enclosure. Pickup trucks with campers or vans that serve as primary transportation are exempt from this provision.
- Garages shall not be converted into a living space and must retain vehicular parking space.

4.2.2 Residential (R-M)

This land use designation is for homes that are attached single-family units on smaller lots and can be in the form of villas, duplexes and clustered housing or patio units as opposed to traditional single-family lots.

Lot Size for Single-Family Attached Units:

- 1,400 square feet minimum lot size
- Maximum Density: 12 du/ac
- Not including garage parking, two off-street parking spaces will be provided per lot

Permitted Uses:

- Single-family dwellings
- Cluster homes
- Duplexes
- Villas
- Temporary construction yard and offices
- RV parking within a garage or screened area
- Detached casitas
- Accessory structures incidental to the above uses (pools, decks, gazebos, etc)

Conditional Uses:

- Home occupations
- Timeshare housing units and Manager's office

Prohibited Uses:

- No recreational vehicles, boats or trailer storage are allowed on the streets or outside of the garage or other screened enclosure. Pickup trucks with campers or vans that serve as primary transportation are exempt from this provision
- Garages shall not be converted into a living space and must retain vehicular parking space

4.2.3 Residential (R-H)

The purpose of this designation is to encourage builders to explore new design concepts relative to multi-family housing. This category allows for the builders to satisfy the high demand for affordable housing by retirees, low income or first home buyers.

Lot Size for Multi-Family Units:

- 1,000 square feet minimum livable area per dwelling
- Maximum Density: 16 du/ac
- Parking: One parking space per bedroom

Permitted Uses:

- Multi-family dwellings
- Cluster homes
- Apartments
- Condominiums
- Timeshare housing units
- Manager's offices accessory to the above use
- Temporary construction yard and offices
- Accessory structures incidental to above uses

Conditional Uses:

- Home occupations
- Temporary sales offices

Prohibited Uses:

- No recreational vehicles, boats or trailer storage are allowed on the streets or outside of the garage or other screened enclosure



EAGLE FALLS, PUD
Planned Unit Development Handbook

- Garages, where provided, must retain vehicular parking space and shall not be used exclusively as storage space.

4.2.4 Commercial (C-P, C-1, C-2)

Commercial – Professional (C-P)

Professional Commercial is designed to be for low intensity administrative and professional offices. These uses are characterized by a low volume of direct daily client and customer contact. To decrease the impact to the adjacent residential uses, single-family structures should be retained or new development in the C-P district should be constructed to maintain a residential character.

Permitted Uses:

- Office, business or professional
- Office, educational
- Art gallery or artists' studios
- Interior decorating
- Mortgage Company
- Photography studio
- Other uses permitted by Lincoln County

Conditional Uses:

- Bank or financial institution (without drive-thru)
- Catering service
- Childcare facilities
- Indoor and/or outdoor cafés, restaurants, etc. (without drive-thru)
- Gaming
- Gift shop
- Medical/dental offices
- Parks and recreation areas and facilities
- Public and/or institutional facilities.

Parking Requirement:

Parking shall be provided per Title 14 as of the Effective Date of this Handbook.

Commercial – Limited (C-1)

Limited Commercial will serve this community as well as surrounding neighborhoods. These areas are intended to provide easy access to services used on a daily basis.

Permitted Uses:

- Retail sales and services
- Indoor and/or outdoor cafés, restaurants, etc. (without drive-thru or liquor sales)

- Convenience stores (without fuel or liquor sales)
- Bank or financial institution (without drive-thru)
- Dry cleaners
- Bakery, retail (baking on-premises with all baked goods sold at retail on-premises)
- Public and/or institutional facilities
- Offices, business and/or professional
- Mini storage, including RV storage
- Parks and other outdoor recreation facilities
- Other uses permitted by Lincoln County

Conditional Uses:

- Automotive service stations
- Bars, taverns and package liquor sales
- Cafes/restaurants with liquor sales
- Car wash
- Childcare facilities
- Churches/Places of worship
- Drive-thru businesses
- Entertainment venues
- Fuel Sales
- Gaming
- Home occupations
- Liquor sales (all categories)
- Off-site advertising and/or signage
- Single-family attached, single-family detached and multi-family residential

Special Conditions:

- Commercial loading docks or areas shall be screened from adjacent streets and any abutting residential uses.
- Roof-mounted equipment will be screened from adjacent properties and public rights-of-way

Parking Requirements:

Parking shall be provided per Title 14 as of the Effective Date of this Handbook.

Commercial – General (C-2)

General Commercial provides the broadest scope of compatible services for both the community and neighboring public. This district allows retail, service, wholesale, office and other general business uses of an intense character.

Permitted uses:

- Retail sales and services



EAGLE FALLS, PUD Planned Unit Development Handbook

- Convenience stores
- Car wash
- Drive-thru restaurants and other businesses
- Dry cleaners
- Health club; indoor gymnasium
- Offices, business and/or professional
- Newsstands
- Indoor and/or outdoor cafés, restaurants, etc.
- Sports and recreation facilities
- Theaters, indoor
- Dry cleaners
- Bakery, retail (baking on-premises with all baked goods sold at retail on-premises)
- Parks and other outdoor recreation facilities
- Any other use permitted by Lincoln County

Conditional uses:

- Automobile sales/rental/service
- Automobile service station
- Bakery, wholesale
- Bars, taverns and package liquor sales
- Bed and breakfast inns
- Liquor sales (all categories)
- Building materials storage or sales yard
- Childcare facility
- Fuel sales
- Gaming
- Hotel/motel
- Kennels
- Medical and dental labs
- Public and/or institutional facilities
- Outdoor theaters or entertainment venues
- Small animal hospitals
- Single-family attached, single-family detached and multi-family residential

Parking Requirement:

Parking shall be provided per Title 14 as of the Effective Date of this Handbook.

4.2.5 Hotel/Casino (H-1, H-2)

The Hotel/Casino district provides development of high quality hotels and resorts and associated uses for a wide range of activities to the residents and guests of the county.

Permitted Uses:

- Hotel/motel, include resort hotels
- Bed and breakfast Inns
- Golf courses, outdoor recreation facilities, etc.
- Indoor and/or outdoor cafés, restaurants, etc.
- Supper clubs
- Retail stores and shops
- Casinos
- Condominium hotel
- Health clubs and day spas
- Liquor sales
- Timeshare housing units, including sales office
- Any other use permitted by Lincoln County

Conditional Uses:

- Automobile service stations
- Car wash
- Bars, taverns and package liquor sales
- Drive-thru businesses
- Equestrian facilities
- Gaming
- Convenience stores with fuel sales
- Amusement parks
- Zoo

Parking Requirement:

Parking shall be provided per Title 14 as of the Effective Date of this Handbook.

4.2.6 Public Facility (PF-1, PF-2, O-S)

Public Facilities may be located throughout the property.

Permitted Uses

- Flood retention/detention facilities
- Public Buildings
- Fire/police station
- Outdoor storage and/or utility yards
- Power Facilities
- Schools
- Parks
- Golf course, outdoor recreation facilities, etc.
- Any other use permitted by Lincoln County

Parking Requirement:

Parking shall be provided per Title 14 as of the Effective Date of this Handbook.



EAGLE FALLS, PUD
Planned Unit Development Handbook

4.2.7 Industrial (M-1, M-2)

Industrial land use designations provide for development of necessary activities in the community that may not be compatible with land uses in other areas.

Permitted Uses

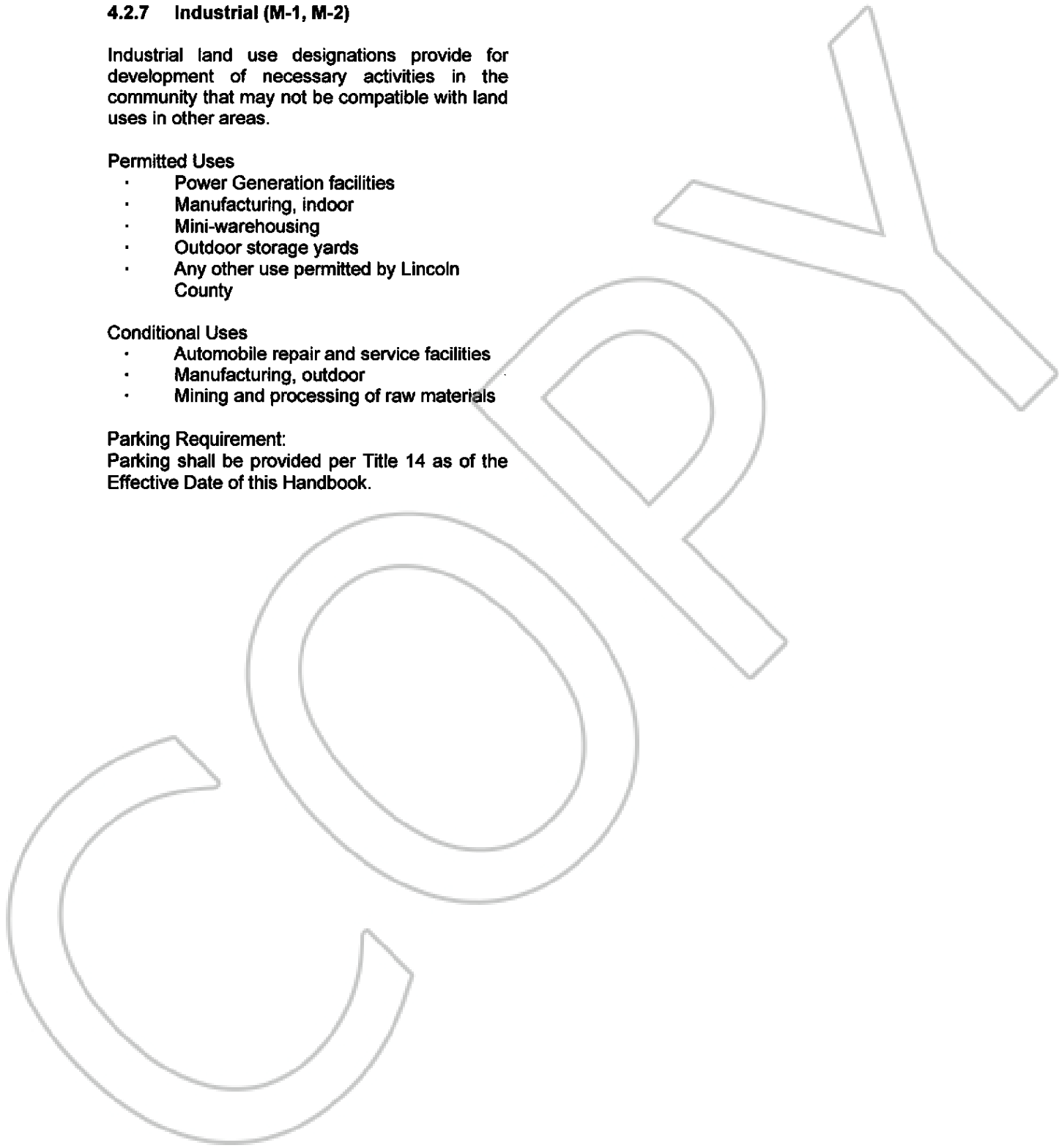
- Power Generation facilities
- Manufacturing, indoor
- Mini-warehousing
- Outdoor storage yards
- Any other use permitted by Lincoln County

Conditional Uses

- Automobile repair and service facilities
- Manufacturing, outdoor
- Mining and processing of raw materials

Parking Requirement:

Parking shall be provided per Title 14 as of the Effective Date of this Handbook.





Section 5 Eagle Falls Circulation Plan

5.1 Vehicular Circulation

A fully developed network of arterial and collector streets will support efficient circulation throughout Eagle Falls. The circulation plan is designed with proper regard to topography and other natural features in order to avoid steep grades and sharp curves. The circulation plan is also designed to accommodate efficient drainage and utility systems. At ultimate build-out, the street network will provide excellent mobility and access to all areas according to the service demands of the projected population. The Circulation Plan will comply with the approved Toquop Master Traffic Study.

5.1.1 Access

Future corridors providing direct and/or indirect access to Eagle Falls from the City of Mesquite and Interstate No. 15 include the proposed Oasis Boulevard, the proposed Falcon Ridge Parkway, Mesquite Heights Road and the Toquop Parkway.

5.1.2 Street Classifications

- Arterial Streets – See Exhibit 5
- Collector Streets – See Exhibit 5
- Residential Streets – See Exhibit 5

5.1.3 Parking

In all areas of Eagle Falls, off-street parking for vehicles shall be provided per Title 14 as of the Effective Date of this Handbook. Except as otherwise provided herein, all areas used for parking or driveways will be paved in a manner approved by the DRC. All parking spaces shall have minimum dimensions of nine (9) feet in width and eighteen (18) feet in length with appropriate adjustments made for handicapped spaces. Parallel parking spaces shall be a minimum of twenty (20) feet in length. Tandem or Parallel to another vehicle parking is prohibited, unless approved by the DRC.

5.2 Pedestrian Circulation

The pedestrian circulation system for Eagle Falls will include sidewalks, trails, and pathways. The system will provide opportunities for passive and active recreation, including walking and

bicycling, and will connect individual neighborhoods with parks, recreation facilities, and commercial areas. See Exhibit 6.

5.2.1 Trail Concepts

Eagle Falls will be served by an integrated system of pathways and trails designed to connect major land uses and reduce dependency on automobile travel. The trail system will take advantage of the site's unique natural setting and provide unparalleled opportunities for active and passive recreation. See Exhibit 7.



EAGLE FALLS, PUD Planned Unit Development Handbook

Section 6 Site Design and Grading

6.1 Site Design Concept

The overall site design concept for Eagle Falls is to create developable areas with safe and pleasant streets while working with varying topography. Overall cut and fill will be balanced where possible. Where feasible, natural features will be retained in their natural state and integrated into the design of the site. In addition, scenic views will be considered while preserving prominent knolls and maintaining a low visual impact to surrounding properties.

6.2 Guidelines for Grading

The mass grading of Eagle Falls will be designed to appear more natural, by means of "contour grading", which creates rounded slopes and blends gently in with the adjacent natural landscape. Hillside grading should achieve an undulating, naturalistic appearance by varying the gradient of the slope or grading to curvilinear contours. The grading concept will be to remove the top of the hills and place the materials in the valleys maintaining the natural slope of the hills in between the graded top and valley.

- Hillside street alignments should generally parallel contours unless doing so would result in an unsafe street as determined by the County Engineer.
- Where used, design of structural berms (i.e. retaining walls, earth buildings, sculptural land forms, etc.) will be an integral part of the architectural and landscape theme of the project, including consideration of color.
- Color for retaining systems and riprap slopes that blend with the natural surrounding materials shall be used.
- Cut/fill slopes encountered along the Roadway shall be reduced to 3:1 through the use of retaining walls. Maximum height of individual retaining walls will be 12 feet/wall. Two or more walls may be used in succession to accommodate extreme retaining conditions providing there is a minimum horizontal separation of five (5) feet between adjacent walls. There is no

maximum height of cut or fill slope/retaining condition as long as it is designed to satisfy the requirements set forth herein.

- If grading goes beyond road Right-of-Way, a grading easement will be established.
- Individual parcels will be graded to direct runoff away from building and into drainage facilities.
- All grading will follow Lincoln County requirements. Slopes greater than 3:1 shall be stabilized when necessary. These slopes will be treated to control erosion.
- Cut slopes may not exceed 3:1 unless they are in stable rock or with approved walls as determined by the County Engineer.
- Slopes greater than 3:1 shall be landscape materials. The County Engineer may waive the requirement for mechanical stabilization or landscape materials if it can be demonstrated that some other means of stabilization will be effective.
- The color of the 3:1 slope armoring materials must be consistent with fencing/walls within the area in material, texture and color or the native soil.
- All graded or disturbed slopes shall be stabilized and protected from erosion.

6.3 Guidelines for Retaining Walls

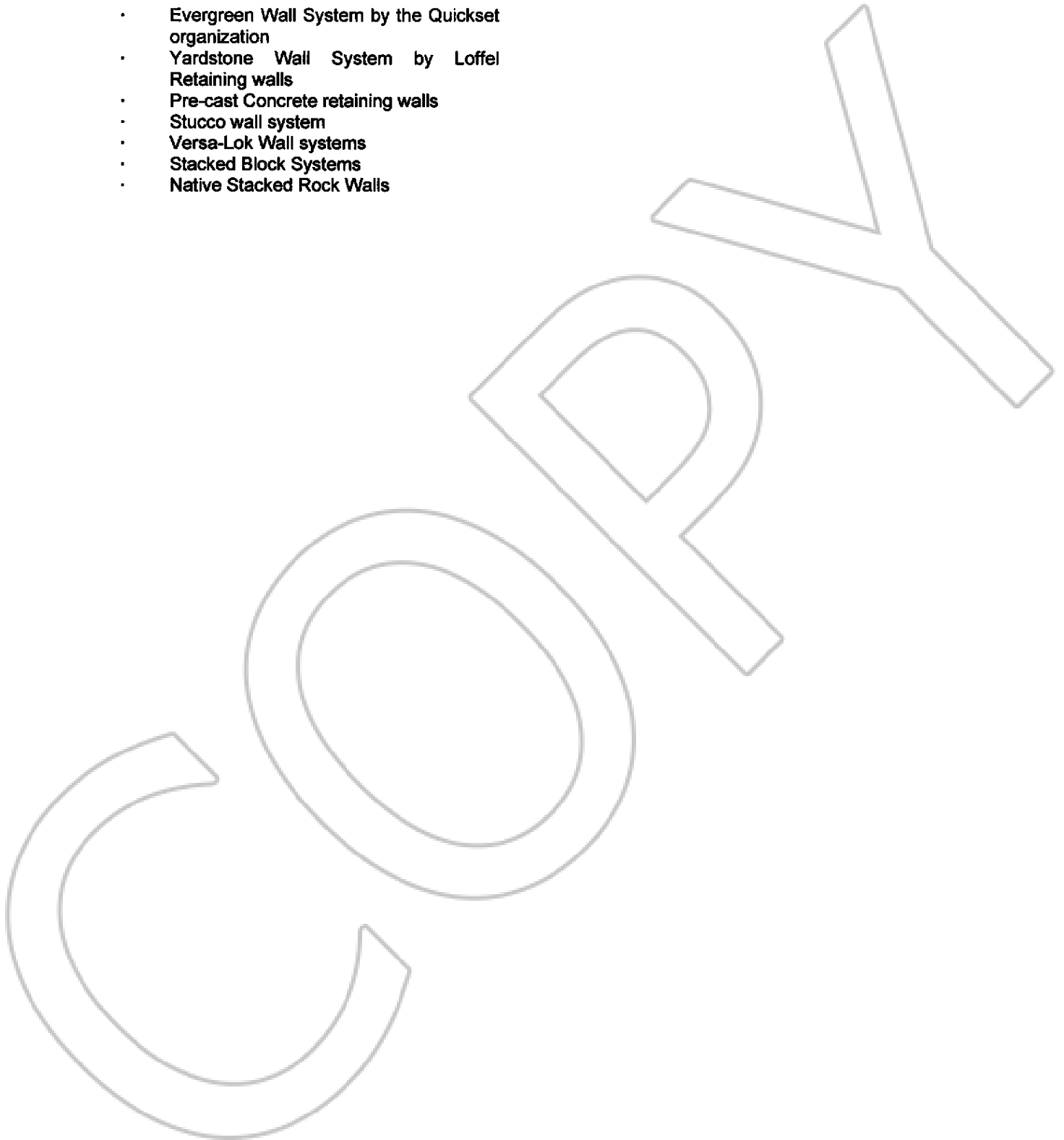
Retaining systems are encouraged to explore different wall types, colors and textures, etc. for compatibility with the surrounding natural environment. The retaining wall systems listed below are examples of acceptable design systems. Interior common lot line residential walls may be CMU block but must be colored in a manner that is compatible with the overall development.

- Keystone™ Wall System
- Split faced block retaining walls



EAGLE FALLS, PUD
Planned Unit Development Handbook

- Evergreen Wall System by the Quickset organization
- Yardstone Wall System by Loffel Retaining walls
- Pre-cast Concrete retaining walls
- Stucco wall system
- Versa-Lok Wall systems
- Stacked Block Systems
- Native Stacked Rock Walls





EAGLE FALLS, PUD
Planned Unit Development Handbook

Section 7 Public Services & Facilities

7.1 Utilities (Gas/Electric)

The Eagle Falls site is located within the service district of Lincoln County Power for electrical service. Natural gas service is not available in Lincoln County at present. A Kern River Gas Transmission pipeline is located approximately five to eight miles north of the site and may be utilized for the Eagle Falls project.

7.2 Communications

Service for telephone, cable TV and internet within the Eagle Falls area will be provided by the Lincoln County Telephone Company, Inc. It is anticipated that communication services will be provided to a central hub for the entire Toquop Township, with distribution from the hub area accommodated in conduits provided along all primary roadways.

7.3 Refuse Collection

All streets and parking areas within Eagle Falls will be designed and constructed to accommodate refuse collection trucks. Automated container systems shall be employed, and all builders shall encourage recycling. All trash enclosures and dumpster locations will be designed and constructed per Lincoln County Code subject to the approval of the Lincoln County Planning Department. Locations shall be approved by the DRC.

7.4 Sewer Service

The sewer system and waste water treatment facility planned for Eagle Falls will conform to the standards of Lincoln County and the State of Nevada as of the effective date of this Handbook.

7.5 Water

Water service will be provided by the Poquot Water and Power Company, with the actual purveyor of water resources to be determined at a future date. The culinary system will provide water for domestic use and may also be used for watering streetscapes and/or open space. Eagle Falls also anticipates using reclaimed water to irrigate streetscapes, landscaping and re-vegetated areas. This water system will

require review and approval by Lincoln County and the Lincoln County Water District.

7.6 Storm Water Management

Storm waters will be channeled through the property using a series of detention basins, pipes and channels. These basins will be incorporated into the design of the road rights-of-way and open space. Green space provided within detention areas will be maintained by the DRC. Final storm drainage and detention facilities will be integrated with the existing washes, open space areas and with the development of each parcel.

All storm drainage and detention facilities will conform to standards of the Lincoln County Regional Flood Control Manual, created by the Toquop Master Drainage Study. In addition, all facilities will be designed and constructed in such a manner that no increase in discharge will occur over the Lincoln/Clark County line. All grading and infrastructure construction will comply with the requirements of the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers.

7.7 Schools and other Public Services

Schools and basic public services such as police and fire protection will be provided in accordance with the laws of Nevada. Inter-local agreements between Lincoln County, Lincoln County School District and/or the City of Mesquite may be considered on an interim basis.

7.8 Parks

Eagle Falls' open spaces, public areas, community parks, neighborhood parks, and trail system will provide a variety of active and passive recreational opportunities. Where possible, public open space areas will be linked to create an overall open space system. In addition, the Eagle Falls trail system will be coordinated with those of adjacent developments within the Toquop Township. Throughout the development, all significant natural features will be preserved and, where feasible, protected by setbacks and/or easements from development.



EAGLE FALLS, PUD

Planned Unit Development Handbook

Section 8 Architectural Character

The architectural design guidelines outlined herein are intended to create a distinct community identity for Eagle Falls through the thoughtful integration of building structures and the natural environment. These guidelines will assure Lincoln County and the residents of Eagle Falls that the overall community will develop in accordance with the quality and character envisioned in the plan.

8.1 Architectural Character

The architectural character of Eagle Falls will be Contemporary Southwest. Contemporary Southwest architecture incorporates the following design features:

- Lower pitched roofs with red or earth tone masonry tiles and shed, gable, hip, or parapet roof forms;
- Exterior walls covered in plaster or stucco;
- Arched windows with divided light, and featuring carved or cast contemporary ornamentation;
- Doorways flanked by columns or pilasters;
- Front courtyards enclosed by plaster-covered fences;
- Exterior plaster or stucco with a variety of light and heavy dashed textures;
- Wall finish colors in earth tones with accent materials and colors used (in moderation) to complement the stucco;
- The crisp, clean and simple use of tile, brick, stone and masonry as design accents and trim, if used in a contemporary expression;
- Wood trim stained with a light-colored semi-transparent stain or painted as accents;
- Light color values used overall, with darker or lighter accents used to

highlight the character of the building, especially on balcony rails and inlaid tile bands. Color is intended to act as an element conveying the primary theme and reflective of Contemporary Southwest styles. See Exhibit 9.

8.2 Single Family Residential Design

- Houses with identical elevations and/or color relationships will not be placed on adjacent or opposing lots.
- Building elevations will include variety in massing, building shape, and roof plane such that no more than two buildings on a block appear to be very similar.
- Identical elevations and color schemes are discouraged and should not be repeated unless approved by the DRC.
- Architectural elements such as roof materials, wall and accent materials and windows should be continuous to emphasize a unified theme, but with enough variety to minimize monotony.
- Acceptable materials for exterior walls include plaster, stucco, brick, masonry, stone, metal and tile. Wood should be used as trim only.
- Roof forms and building massing should reflect a Contemporary Southwest theme. Sloped roofs will have a maximum slope of 6:12.
- Innovative site plans are encouraged to reduce the visual dominance of the large garage doors facing the street. Garages should not exceed the primary elevation of any home and should not exceed 50% of the front of any house. Recessing the garage to the back of the house is encouraged as well as stepping the garage in grade and creating a variety of roof lines.
- Rear elevations adjacent to arterial or collector streets will include architectural detailing, architectural relief of undifferentiated planes, multiple roof plans, and window trim, etc. to maintain a consistent project image.



EAGLE FALLS, PUD Planned Unit Development Handbook

- Useable front porches and courtyards are encouraged.
 - When a building site has substantial grade changes, finished building floors will be stepped to conform to the slope and minimize grading.
 - All mechanical equipment, including pool equipment, will be located a minimum of five feet from any adjacent property line.
 - Required trash containers are required to be out of sight from the street and adjacent properties.
 - Accent colors used for trim or balcony rail, etc. should relate to the character of the building.
 - Colors must relate to the selected architectural style. Bright colors may only be used as accent colors. Subtle variation in colors will be required throughout the residential portion of the development.
 - Appropriate roofing materials include clay and concrete tile, and metal standing seam roofs.
 - The plans for development should consider wind direction and solar orientation. Consideration of factors such as landscaping, window placement, overhangs, and building orientation will improve and make the dwelling units more livable.
- 8.3 Multi-Family Residential Design**
- Roof forms and building massing will reflect a Contemporary Southwest theme.
 - Multi-family developments will be designed to create outdoor spaces for central recreation and landscape amenities. Where possible, multi-family units should be clustered around amenities (i.e. pool, club house, water feature, entry gazebo).
 - Acceptable materials for exterior walls include plaster, stucco, brick, masonry, stone, metal and tile. Wood should be used as trim only.
 - Multi-family units should be arranged in small buildings rather than a few large, massive buildings. Building should be designed with consistent articulation on all facades visible from public view. Taller buildings may be included within the interior of a multi-family parcel as a means of achieving densities without crowding.
 - Where possible, multi-family house should be oriented in varying directions relative to each other, to avoid the monotony of a linear pattern.
 - Parking stalls are prohibited along entry drives. Long, linear corridors of parking should be avoided by breaking up parking into courts with gently curving connector drives.
 - Parking should be convenient for all units.
 - Clustering of garages and covered parking in auto courts is encouraged. RV and boat storage will be screened from public view in a secure area.
 - A single architectural style will apply to all buildings in a multi-family project.
 - Buildings will be articulated with variations or interruptions of surfaces or planes through the use of staggered vertical planes, multiple rooflines, insets such as windows or doorways, balconies, projections, or other similar features.
 - A single, unarticulated roof will cover no more than two adjacent units. Roof articulation may be achieved by changes in plane and/or use of gables, hips, dormers, chimneys, or openings.
 - Patio walls will be architecturally consistent with the primary architectural style and will provide a balance between



EAGLE FALLS, PUD Planned Unit Development Handbook

privacy for the individual unit while allowing views of major open space areas.

- Private entry walks will be provided for each unit.
- Exterior stairways will be architecturally consistent with the building they serve and will be integrated into the building.
- Buildings will incorporate overhangs, insets or windows that are consistent with the overall architectural style.
- Trash containers are required to be out of sight from the street and adjacent properties.
- Accent colors used for trim or balcony rail, etc. should relate to the character of the building.
- Colors must relate to the selected architectural style. Bright colors may only be used as accent colors. Subtle variation in colors will be required throughout the residential portion of the development.
- Appropriate roofing materials include clay and concrete tile and metal standing seam roofs.
- Development plans should consider wind direction and solar orientation. Consideration of factors such as landscaping, window placement, overhangs, and building orientation will improve and make the dwelling units more livable.

8.4 Commercial Design

- All commercial buildings within a project will have a unified architectural style, and all building materials and colors will be approved by the DRC prior to issuance of building permit.
- Acceptable materials for exterior walls include plaster, stucco, brick, masonry, stone, metal and tile. Wood as trim only. Except for walls facing residential

property will use non-reflective glass to avoid creation of glare.

- Long uninterrupted facades (greater than 100 feet in length) that face public views should be articulated by varying building mass, form, or texture, by creating interplay between solid and open areas, or by incorporating wall plane projections or recesses in appropriate locations.
- Building facades should incorporate changes in colors, textures, and materials to create visual interest, focus, unity and compatibility.
- Exterior elements and materials should be limited in number and be compatible with one another, while being in scale with the building.
- Fountains, plazas, sculptures and other focal points can be used as the center or confluence for several buildings.
- Development plans should consider wind direction and solar orientation. Consideration of factors such as landscaping, plaza/courtyard, window placement, overhangs, and building orientation will improve the commercial development.
- The ground floors of buildings adjacent to walkways and streets should incorporate pedestrian-scale features such as arcades, display windows, courtyards, signage and planters.
- Landscaping, walls, fences, sidewalks and pathways play an integral role in site design. Colors and materials should match the finishes of the adjoining buildings and such detailing should be considered in the final design.
- Façade colors should be low reflectance, subtle, neutral or earth tone. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited.



EAGLE FALLS, PUD

Planned Unit Development Handbook

- Building trim and accent areas may feature brighter colors, including primary colors, but neon is not an acceptable feature for building trim or accent areas.
- Predominant exterior building materials should not include smooth-faced concrete block, pre-fabricated steel panels, or tilt-up concrete panels or without fenestration or texture changes.
- Trash containers are required to be out of sight from the street and adjacent properties. See Exhibit 10

8.5 Industrial Design

- All industrial buildings within a project will have a unified architectural style, and all building materials and colors will be approved by the DRC prior to issuance of building permit.
- Acceptable materials for exterior walls include plaster, stucco, brick, masonry, stone, metal and tile. Wood should be used as trim only.
- Tilt-up concrete panels with fenestration or texture changes may be used, subject to DRC approval.
- Long uninterrupted facades (greater than 100 feet in length) that face public views should be articulated by varying building mass, form, or texture, by creating interplay between solid and open areas, or by incorporating wall plane projections or recesses in appropriate locations.
- Façade colors should be low reflectance, subtle, neutral or earth tone. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited.
- Trash containers are required to be out of sight from the street and adjacent properties. See Exhibit 10.



EAGLE FALLS, PUD Planned Unit Development Handbook

Section 9 Landscaping Character

9.1 Community Landscape Concept

Extensive landscaping will be used at community entrances and along the arterials and collectors to establish a strong sense of place and arrival. The recommended planting palette provides opportunities for variations in color, texture and theme, and a variety of elements will be used to establish a distinct character for the overall community. All landscaped areas will be designed to enhance the natural beauty and character of the property, and wherever possible, resource-efficient landscape principles will be followed. The overall design will respect surrounding natural forms and topography while aspiring toward a seamless landscape that utilizes slopes, common areas, streetscapes and open spaces.

9.2 Recommended Plant Materials

Botanical Name Common Name

LARGE TREES DECIDUOUS

Fraxinus veltina	Arizona Ash
Fraxinus veltuna "Rio Grande"	Fan Tex Ash
Gleditsia triacanthos	Honey Locust
Pistacia chinensis	Chinese Pistachio
Platanus racemosa	California Sycamore
Prosopis chilensis	Chilean Mesquite
Prosopis glandulosa	Texas Mesquite
Pyrus callryana 'Bradford'	Bradford Pear
Robinia pseudoacacia	Idaho Locust

LARGE TREES EVERGREEN

Brachychiton populneus	Bottle Tree
Cedrus deodara	Deodare Cedar
Cedrus deodara 'Pendula'	Weeping Cedar
Pinus eldarica	Mondell Pine
Pinus pinea	Italian Stone Pine
Pinus roxburghii	Chir Pine
Quercus virginiana 'Hertige'	Hertige Live Oak
Ulmus parvifolia 'True Green'	Evergreen Elm

MEDIUM-SMALL TREES DECIDUOUS

Albizia julibrissin	Mimosa
Chitalpa tashkensis	Chitalpa
Cercidium floridum	Blue Palo Verde
Elaeagnus angustifolia	Russian Olive
Parkinsonia aculeate	Palo Verde
Prunus cerasifera	Purple Leaf Plum
Vitex agnus-castus	Chaste Tree

MEDIUM-SMALL TREES EVERGREEN

Acacia farnesiana 'Smallii'	Sweet Acacia
Acacia stenophylla	Shoestring Acacia
Callistemon viminalis	Weeping Bottlebrush
Elaeocarpus decipiens	Japanese Blueberry
Eriobotrya japonica	Loquat
Ligustrum lucidum	Privet
Quercus ilex	Holly Oak
Rhus lancia	Sumac
Sophora secundiflora	Texas Mountain Laurel

ACCENT TREES

Acacia farnesiana 'Smallii'	Sweet Acacia
Chitalpa tashkensis	Chitalpa
Parkinsonia aculaeta	Palo Verde
Pistacia chinensis	Chinese Pistachio
Prunus cerasifera	Purple Leaf Plum
Sophora secundiflora	Texas Mountain Laurel

LARGE SHRUBS

Eleagnus pungens	Silverberry
Euonymus fortunei	Green Spire Euonymus
Euonymus japonica	Gold Euonymus
Euonymus japonica	Silver euonymus
Feijoa sellowiana	Pineapple Guava
Leucophyllum frutescens	Green Texas Ranger
Ligustrum japonicum	Japanese Privet
Pittosporum tobira	Mock Orange
Fraxinus veltina	Arizona Ash
Pittosporum tobira 'Variegata' Var.	Mock Orange
Rhus ovata	Sugar Bush
Vauquelinia californica	Arizona Rosewood
Xylosma congestum	Xylosma

MEDIUM - SMALL SHRUBS

Abelia grandiflora	Glossy Abelia
Abelia grandiflora	Pink Abelia
Buxus japonica	Boxwood
Convolvulus cneorum	Bush Morning Glory
Juniperus chinensis	Mint Julep Juniper
Juniperus chinensis	Sea Green Juniper
Myrtus communis 'Compacta'	Compact Myrtle
Nandina domestica	Compact Heavenly
Nandina domestica	Moon Bay Nandina
Pittosporum tobira	Dwarf Mock Orange
Pittosporum tobira	Dwarf Mock Orange
Senna nemophilla	Hardy Cassia
Simmondsia chinensis	Jojoba

GROUND COVERS

Baccharis pilularis	Dwarf Coyote Brush
Euonymus fortunei	Purple Winter Creeper
Pyracantha 'Santa Cruz'	Firethorn
Rosmarinus officinalis	Trailing Rosemary



EAGLE FALLS, PUD
 Planned Unit Development Handbook

Botanical Name	Common Name
Teucrium chamaedrys	Germander
Verbena peruviana	Verbena

complement the landscape and will be located to facilitate maintenance. Furnishings located within the projects entries and community residential areas will feature a higher level of detailing and style subject to review and approval of the DRC.

VINES

Gelsemium sempervirens	Carolina Jessamine
Rosa banksias	Lady Banks Rose
Wisteria sinensis	Chinese Wisteria

ACCENT PLANTS

Agave species	Agave
Dasyliion wheeleri	Desert Spoon
Hesperaloe parviflora	Red Yucca
Juniperus scopulorum	Green Weeping Juniper
'Tolleson's Weeping'	
Muhlenbergia rigida	Purple Mist Deer Grass
Muhlenbergia rigens	Deer Grass
Yucca aloifolia	Spanish Dagger
Yucca recurvifolia	Weeping Yucca

In addition to the above list, palms may be used as accents with written approval from the DRC.

9.3 Streetscapes

Streetscape will be installed along roadways to provide a continuous landscape of trees, shrubs, groundcovers and perennial plantings along streets. Streetscapes may include a combination of contoured grading, natural conservation areas, decorative paving walls, cluster planting and trails/pathways. All streetscapes will complement and enhance the project's overall theme.

9.4 Street Furniture

Street furniture may include benches, trash receptacles, bicycle racks, bus shelters, bollards, kiosks and picnic tables. Furnishings may range from detailed pieces for use in the projects entries, and residential areas to simpler pieces for open spaces, parks and recreation areas. In general, street furniture will be constructed of durable, readily maintained materials and designed to discourage skateboard "riding" and vandalism.

At minimum, street furnishings will be provided at trailheads, bus waiting areas, within the arterial and collector street right-of-ways, easements and along pedestrian routes. Furnishings used in open spaces, parks and recreation areas will feature style and design to



Section 10 Walls and Screening

10.1 General Guidelines

A combination of fencing and walls will be used in Eagle Falls to reinforce the theme and to provide buffering, enclosure and separation of uses.

- The fencing/wall design and color scheme will be consistent within each project. A consistent fencing/wall program, subject to the approval of the DRC and Lincoln County, will be submitted at the time of the first final map.
- Acceptable materials and finishes for walls and fences include stone, brick, masonry, stucco and double sided split-faced block. Finish colors shall be compatible with the overall development.
- Adequate sight visibility zones will be respected along roadways and intersections according to Lincoln County code and accepted engineering practices. Engineering will be provided with final map and/or building permit approvals as needed.
- Freestanding fences or walls will not exceed six (6) feet in height, except where not practical to accommodate grade change. The maximum height at grade changes will be seven (7) feet, six (6) inches. Pilasters will not exceed eight (8) feet except where wall height is increased to accommodate grade change.
- Walls and fences will be articulated, creating interesting depth and surface texture. Earth tone colors in the same hue can be used to create variations in the wall.
- Fences and walls shall be separated from sidewalks by a minimum width of three (3) feet. The three-foot setback shall be landscaped.

- Fencing along arterials and collectors will be of uniform design and comply with the design standards outlined herein.
- Details that add character and visual interest to walls are encouraged. However, heavy textures such as swirl or heavy trowel are prohibited.
- Retaining walls shall meet the specified requirements per Title 14. Manufactured concrete block "systems" will be subject to the approval of the DRC. Wood retaining walls are not permitted.
- To maximize views, transparent fencing or no fencing is preferred over block walls or other types of opaque fencing. Opaque fencing will be used only where needed for safety, security, and/or privacy.
- Fences / Walls must be attractive from both sides (good neighbor fences).
- Chain-link fences are prohibited.

10.2 Residential Fences

- Residential fences may be used to define individual lots and provide security, privacy, and enclosure. See Exhibit 11.
- Colors and materials used in walls and fences within the same project must be consistent.
- Fence supports, such as pilasters and posts, will be well defined and in scale with the purpose and context of the fence and will be coordinated in design and materials complementary to the primary building material and architecture.
- Walls or fencing exceeding 4' in height may only be installed in the rear and side yards of residences. Such rear/side yard fencing must terminate into the sidewall of dwelling at least five feet behind street side facades.



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Planned Unit Development Handbook

- Open (6 foot maximum) fencing will be used in rear yards that abut open space or golf course.
- Front yard fencing shall be located at the rear of the 10-foot wide landscape/utility strip that runs across the front of all residential lots fronting on residential street sections.
- Front yard fencing is limited to low, open fencing, not exceeding 30" in height. Front yard fences must be a cohesive part of the architecture and landscape, subject to approval from the DRC. Courtyard fencing/walls are an approval option.
- Front yard hedge plantings are permitted but will be kept trimmed by the homeowner to a maximum height of 3 feet (30" in sight visibility zone) from the finished grade.
- Rear and/or side yard fences adjacent to arterial and collector streets will screen views of rear yards and provide privacy for residents.
- Fences and walls for individual properties will be placed at the point of grade break or above the height of the house to avoid locating fences or walls on slopes.

10.3 Fences Adjacent To Golf, Open Space, and Trails

- Fences adjacent to Open Spaces, including golf course boundaries and the edge of Flat Top Mesa shall define boundaries and individual lot lines, enhance safety and security, and provide privacy and enclosure. See Exhibit 11.
- Open fencing and walls will be used in limited areas to reinforce the project image, define boundaries, provide views or retain graded slopes.

Colors and materials used in walls and fences within the same project must be consistent.

- Fencing which incorporates openings, or transparent fence types, which are 4 feet or less in height will be used where appropriate to allow residents to view surrounding open space and common area amenities.
- Fence supports, such as pilasters and posts, will be well defined and in scale with the purpose and context of the fence and will be coordinated in design and materials complementary to the primary building material and architecture.
- Opaque fencing will be used only where needed for safety, security, and/or privacy, subject to the approval of DRC.
- Opaque fencing is permitted on rear or rear side property lines adjacent to common areas and along collector streets.
- Rear and/or side yards adjacent to pedestrian entrances to golf course may have opaque or transparent fencing up to 6 feet in height.
- Front and/or side yards adjacent to pedestrian entrances to golf course are permitted to have transparent fencing up to 6 feet in height.
- Fences and walls should maintain a natural or landscaped setback in front with a minimum width of three (3) feet.
- The tops of fences and walls should step, rather than slope, to accommodate grade changes.

10.5 Screening

- Any equipment, whether on the roof, side of building, or ground must be screened. In terms of materials, color, shape and size, the design of all screening should blend with the architecture of the building and maintain a minimum of 5' from the property line.
- Actual building elements rather than an open lattice enclosure must screen all rooftop utility and mechanical



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equipment. The parapet profiles must equal the height to adjacent rooftop equipment. All mechanical and utility equipment must be painted in colors compatible with the color of the roof. See Mechanical Screening Exhibit.

- Mechanical screens and penthouse structures are to be integrated with the façade of the building. Screens must be continuous and solid (no picket fences). Roof "hats" are not permitted. Variations in roof height and profile must be used to conceal mechanical equipment and define entry areas.
- All on-site utilities, including sewers, gas and water lines, electrical, telephone and communication wires and equipment must be installed underground.
- Transformers and utility equipment that must be located above ground must be screened with plantings, berms or with an enclosure acceptable to the utility company providing the service.
- Storage and service areas, including trash enclosures, must be located within a closed building or screened from the view from any public right-of-way.
- Loading docks must be setback, recessed and screened from view by walls, berms or plantings.
- Trash enclosures must be made of durable materials with finishes and colors consistent with the project's overall architectural theme.
- To minimize unsightly views, exterior mounted utility equipment must be installed in a neat and orderly fashion and must be painted to blend with their background.
- Building orientation and site layout on lots adjacent to dissimilar land uses or zoning must ensure the privacy of the adjacent land uses with the use of setbacks or buffering.

**Section 11 Exterior Lighting Character****11.1 Residential**

Lighting used in all residential areas must match or coordinate with the style, colors and materials of the community light fixtures, subject to the approval of the Lincoln County Planning Director. Lighting on private residential property is excluded from this standard.

11.2 Commercial

Decorative building lighting will clarify pedestrian routes, highlight building entry and will be integrated with the architectural design of the building. Lighting will be indirect in character, but will provide the primary function of safety. If lighting is non compliant with code, the developer will submit calculations, specifications and details for County approval. Parking lot light standards will not exceed 25 feet in height.

11.3 Street

Street lights will comply with Lincoln County lighting standards and provide safe illumination of roadways minimizing glare. At minimum, street lights shall be located at all major intersections, pedestrian crossings and bus stops. If street lights are non-standard, the developer will submit specifications and details, and will seek approval from the DRC and Lincoln County.

11.4 Landscape

Landscape lighting will be used where appropriate to create mood and to accent focal points. The illumination will be soft and obtrusive. Light shall be directed and/or shielded to prevent glare. Low light levels are appropriate in more natural open space areas.



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Planned Unit Development Handbook

Section 12 Signage Character

These sign standards provide for a cohesive, coordinated means to promote community image and identity, and to provide direction.

12.1 General Signage Standards

- If not specifically addressed herein, signs shall be in accordance with applicable portions of Title 14.
- The design, location and appearance of signs should be appropriate to the character of the vicinity, and the function and the predominant elements of the building it is attached to. Signs should be a positive attribute to the streetscape and surrounding neighborhood.
- Signs should be an appropriate scale for the building and parcel, and should not appear as an unrelated object. Signs should not overwhelm the architecture of the building or the character of the neighborhood.
- Signs should be located in an easy-to-read location and should be an appropriate scale for the intended reader, being either a motorist or pedestrian. Signs must not be placed to obscure major architectural features, doors, windows, pillars or other similar elements. The location of signs must not create visual clutter.
- Signs size should be based on travel speed of the road from which the sign is intended to be seen. If the motorists are traveling at slow speeds, then the signs should be smaller. If the motorists are traveling at fast speeds, then the signs should be larger, providing adequate time for the motorists to read the sign.
- All signs of any type located on Residential Units shall be approved by the DRC prior to any placement.

The following signs are prohibited in Eagle Falls in addition to those prohibited by the Lincoln County:

- Any revolving beacon, flashing and/or rotating sign, or any sign with intermittent lighting (except flashing school crossing signs or temporary construction or other safety signs.)
- Any sign, which extends above the roofline or parapet, whichever is higher.
- Billboard and other off-site signs.
- Signs will not obstruct the visibility of traffic or public signs, or traffic control devices. Signs will not interfere with sight visibility zones, maintaining clear views at intersections for both the motorists and pedestrians.
- Special community events and election related signs will be permitted as approved by the DRC.
- Signs and sign structures shall be maintained at all times in good repair, with supports and fastenings free from deterioration, rust or loosening.
- Signs shall be a fully integrative and cohesive part of the landscape and match or coordinate with the style and detail design of associate hardscape and building architecture.

12.2 Community Entries

- Community entry signs will be located at major project entrances. Smaller monumentation may be located at arterials and collectors. See Exhibit 12.
- The community entry monument will be located within common areas near the project boundary, outside of any traffic safety visibility triangles.
- Community entry signs will be monument-type signs identifying Eagle Falls and establishing a community image. See Exhibit 12.
- The community entry monument will be a fully integrated and cohesive part of the landscape and architecture.



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Planned Unit Development Handbook

- Community entry signs will be constructed of natural or artificial stone closely resembling fieldstone or ledgerstone with stucco or plaster and enamelized or powder coated steel.
- Lighting will be incorporated into the project entry, as outlined in the Lighting section.

12.3 Village Entries (for Individual Builders)

- Village entry features will be located in common areas and will be located outside of any visibility triangles or public right-of-way.
- Village entry features will identify individual residential developments, orient visitors and residents, and add interest to the streetscape.
- Village entry areas may incorporate walkways or paths, street plantings, and associated architectural elements into a single feature.

See Exhibit 12.

- Village entries will use materials and detailing to establish a distinct image and distinguish individual neighborhoods from other areas of the project. Final design and letter style will be subject to approval of the DRC.
- Monuments and pilasters will be constructed of split-faced block, slump stone or decorative concrete block faced with finish to coordinate with architecture, subject to approval by the DRC.
- Project lettering/logo will be incorporated into project entries signs.

12.4 Vehicular Signs

- Vehicular signs include street signs, traffic signs, and directional signs that control vehicular traffic and/or are intended to be viewed from a vehicle.

- All public street/traffic safety signs will comply with Lincoln County and MUTCD standards and will be installed per the "Uniform Standard Specifications for Public Works' Construction" Book (Blue Book).

- Non-standard vehicular signs will comply with the uniform graphics package to be developed for approval of the County Engineer.

12.5 Pedestrian / Trail Signs

- The design and location of all pedestrian signs shall be subject to approval of the County Engineer and the DRC.
- Pedestrian signs will comply with the uniform graphics package to be developed for construction plans during final mapping.

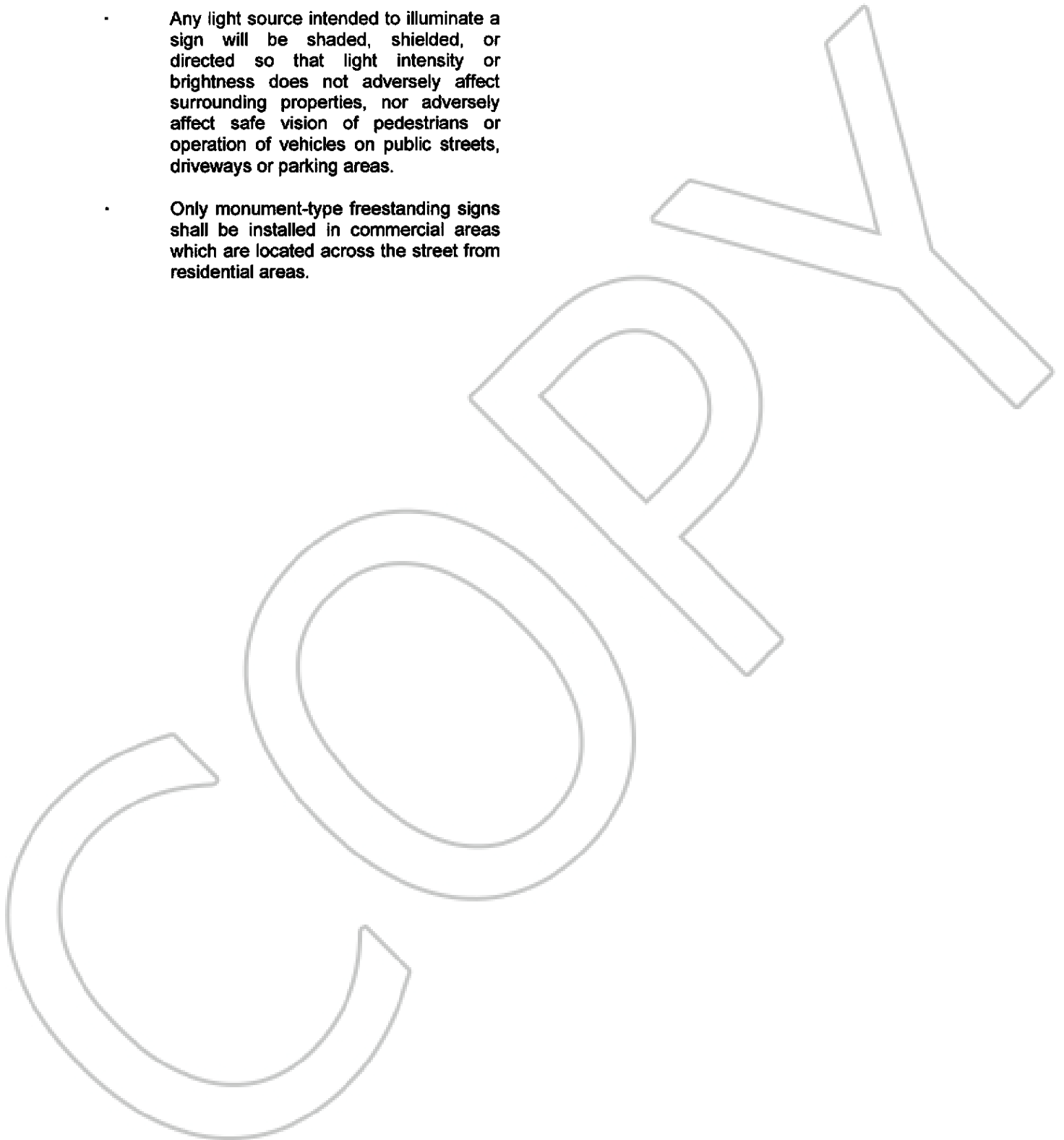
12.6 Commercial Signs

- Commercial signs are those used to identify and locate commercial, business, and office areas. Signs should identify and locate rather than advertise and sell.
- All commercial signs are subject to approval by the DRC and must comply with the uniform graphics system to be developed during the site plan review process for the general commercial development.
- Commercial signs will be an integral design element of a building's architecture, with colors and materials compatible with the site's overall character and building design.
- Monument signs are encouraged and should be fully integrated into commercial projects architecturally and enhanced with landscaping.
- Freestanding pylon and monument signs will be integrated into the landscaping of the site. The structural bases of these signs shall be screened with landscaping materials.

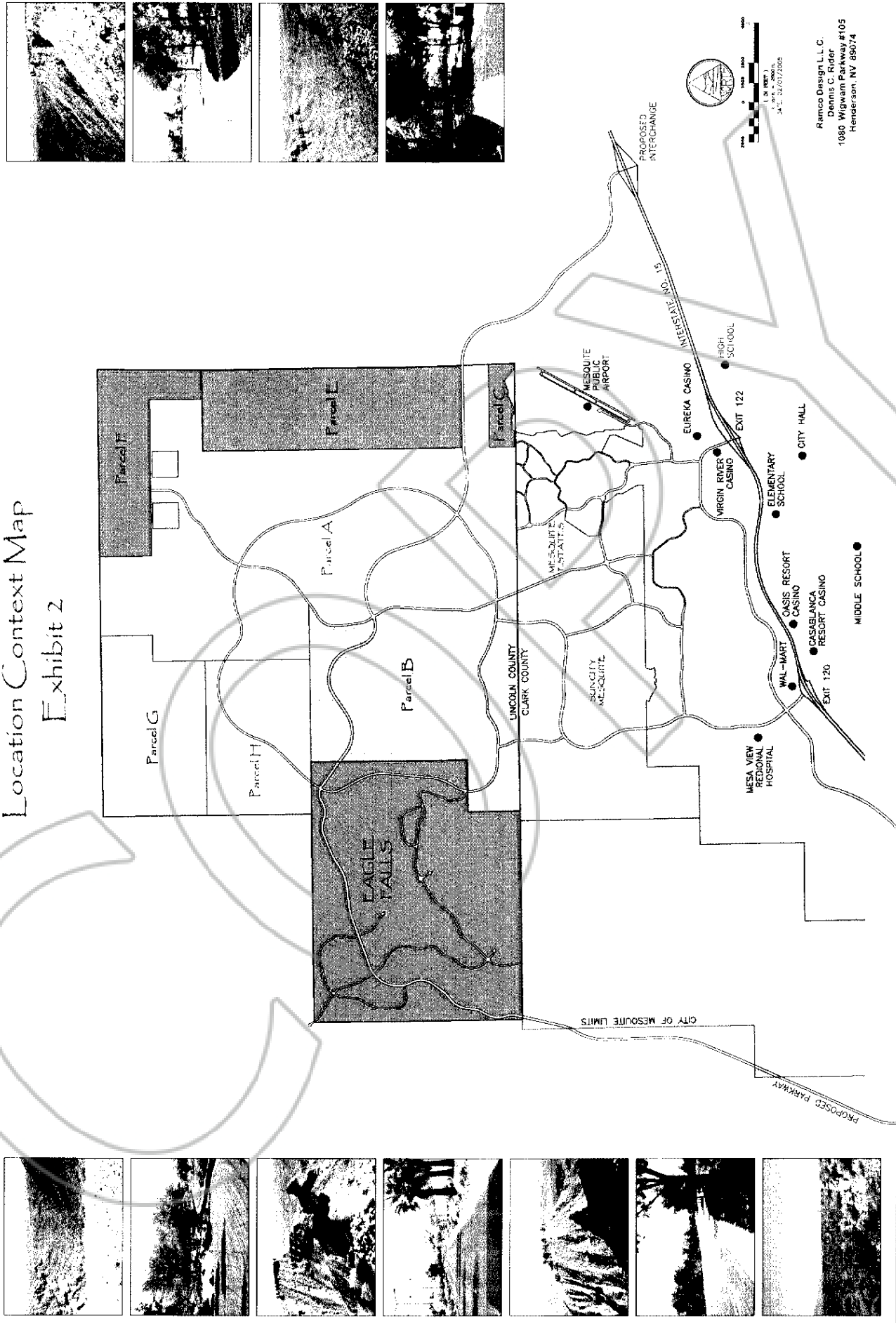


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Planned Unit Development Handbook

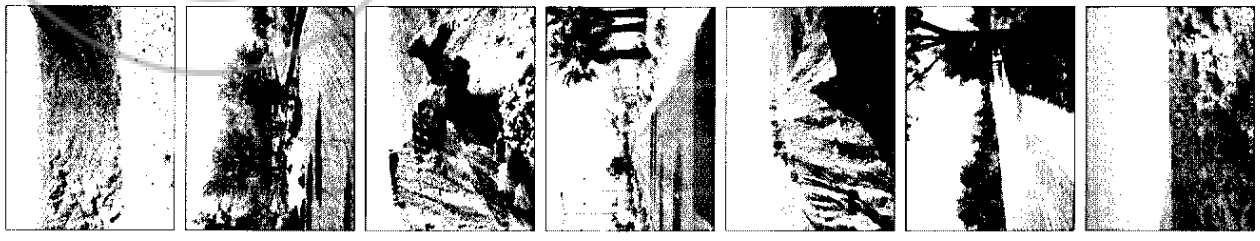
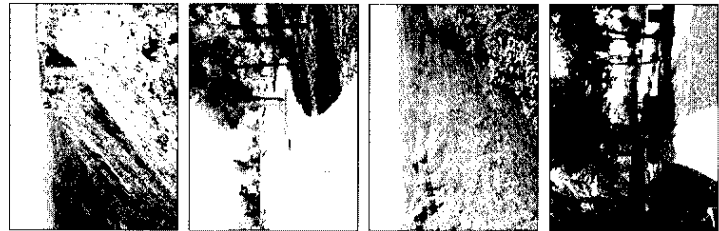
- Any light source intended to illuminate a sign will be shaded, shielded, or directed so that light intensity or brightness does not adversely affect surrounding properties, nor adversely affect safe vision of pedestrians or operation of vehicles on public streets, driveways or parking areas.
- Only monument-type freestanding signs shall be installed in commercial areas which are located across the street from residential areas.



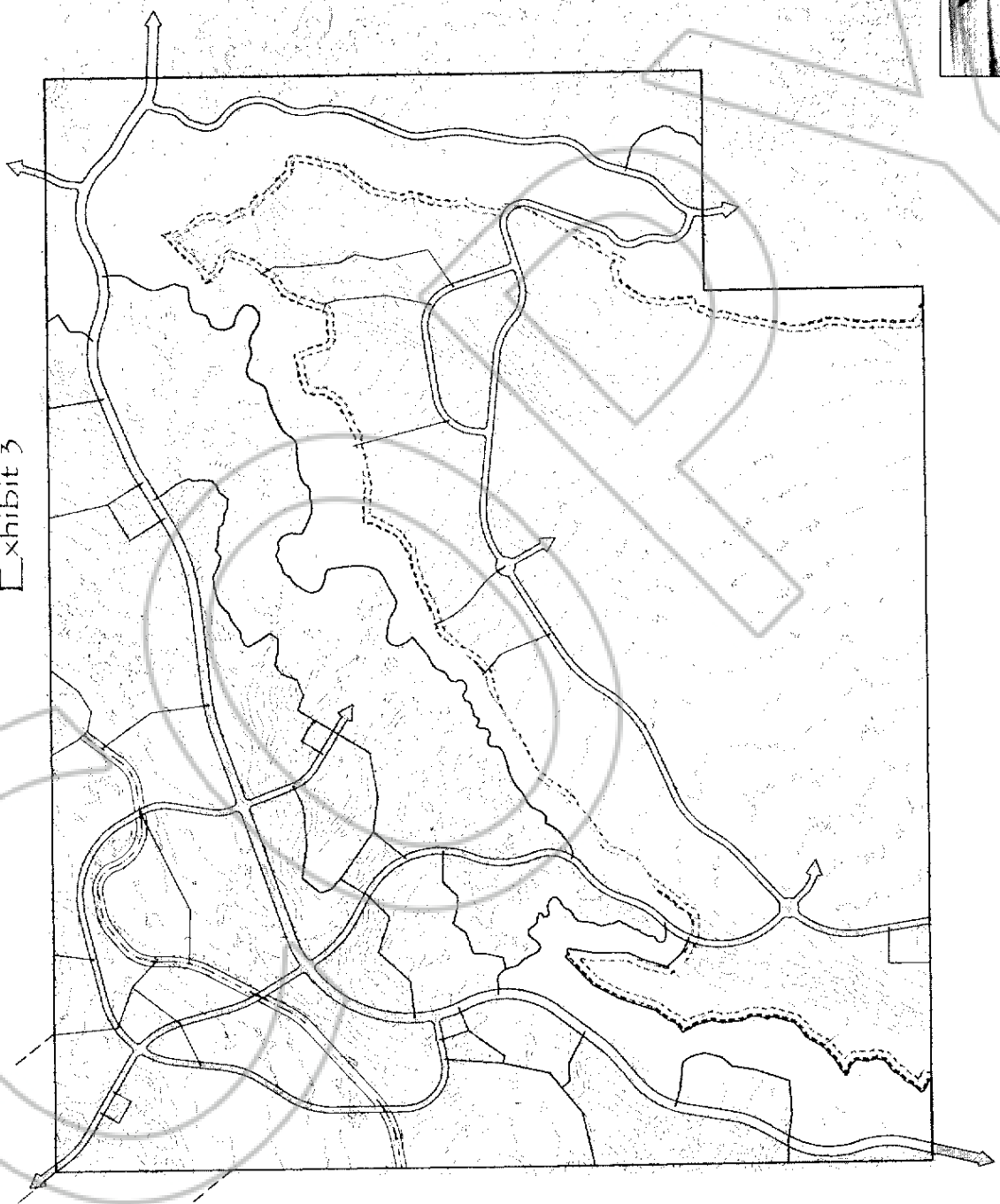
Location Context Map Exhibit 2



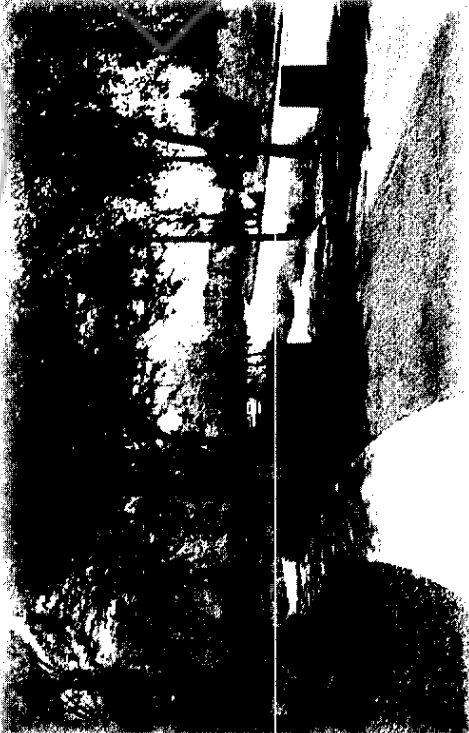
Rancho Design L.L.C.
Dennis C. Rider
1080 Wigwam Parkway #105
Henderson, NV 89074



Topography Map
Exhibit 3

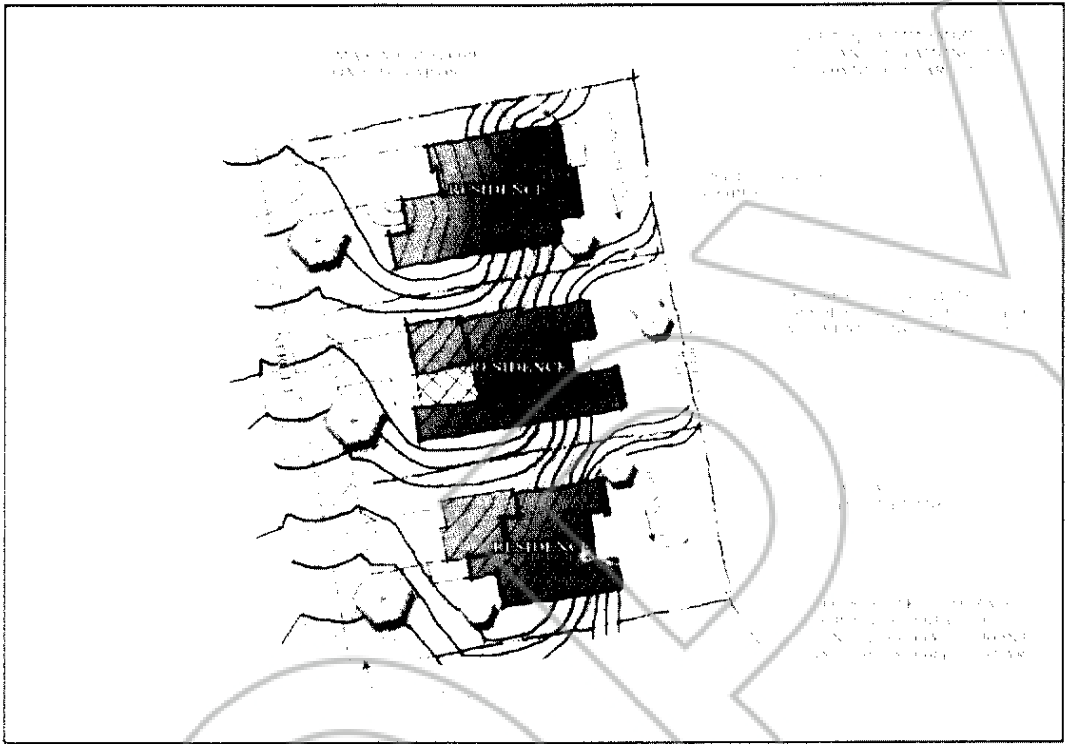


Trail & Path Concepts
Exhibit 7

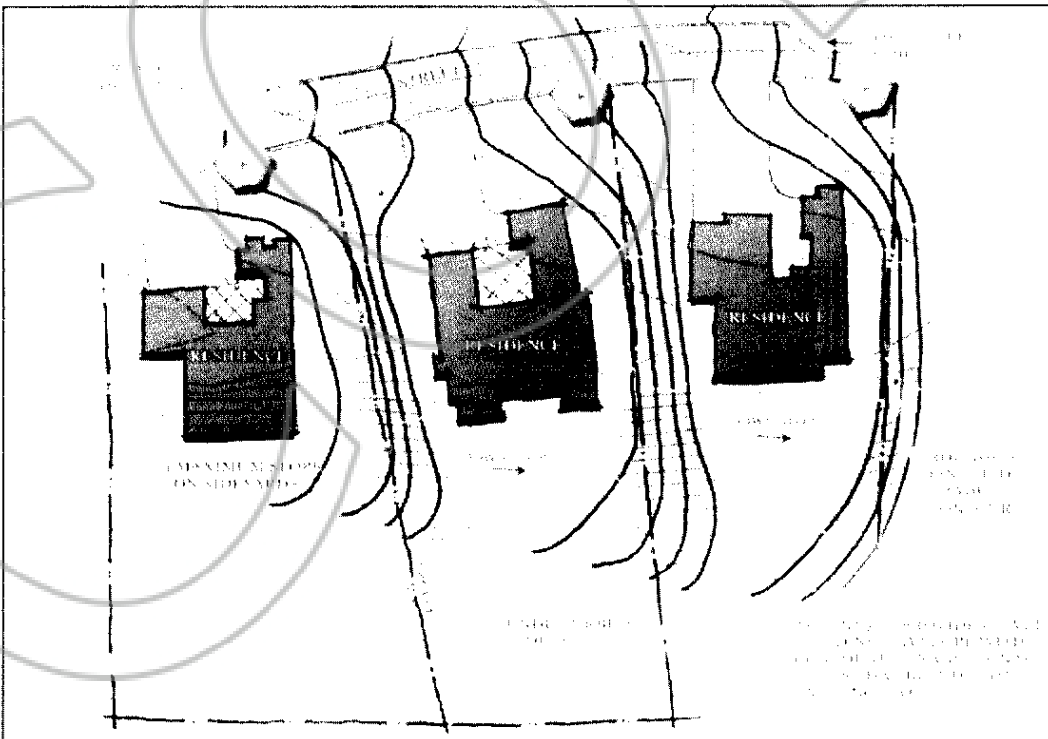


General Grading Principles & Concepts

Exhibit 8



Conceptual Grade Adaptive Lot Design

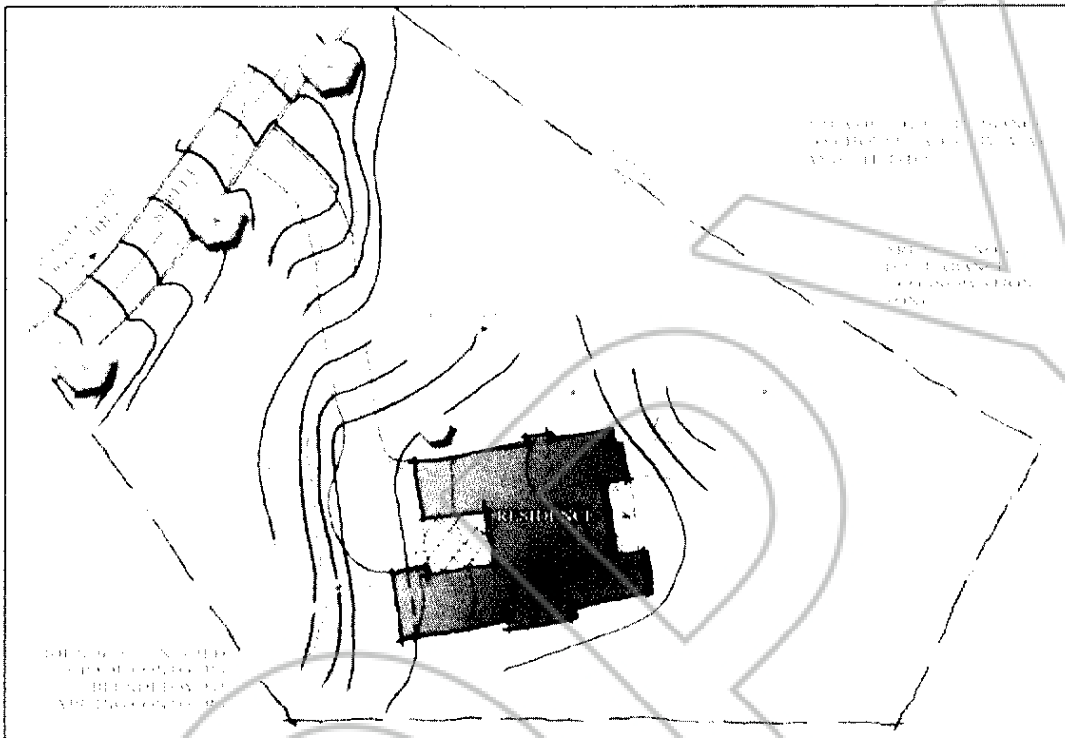


Conceptual Landform Lot Grading



General Grading Principles & Concepts

Exhibit 8



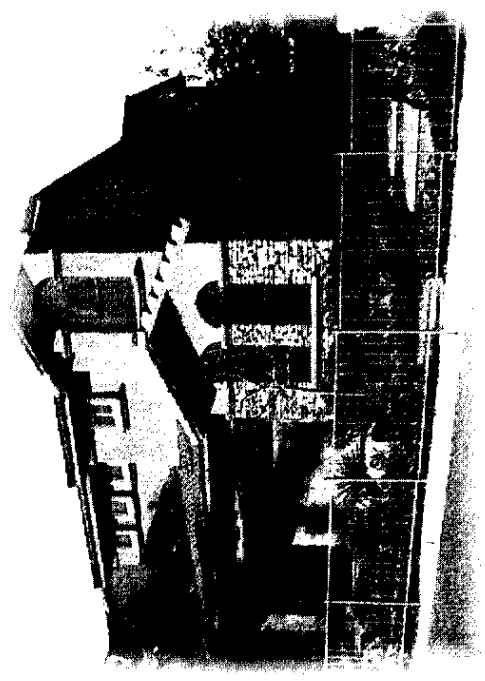
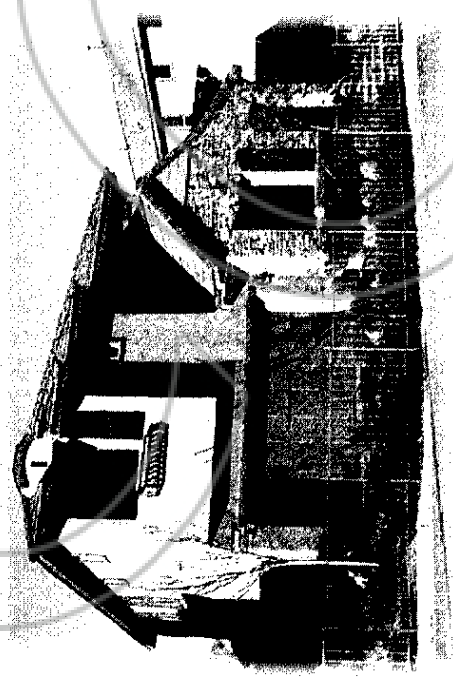
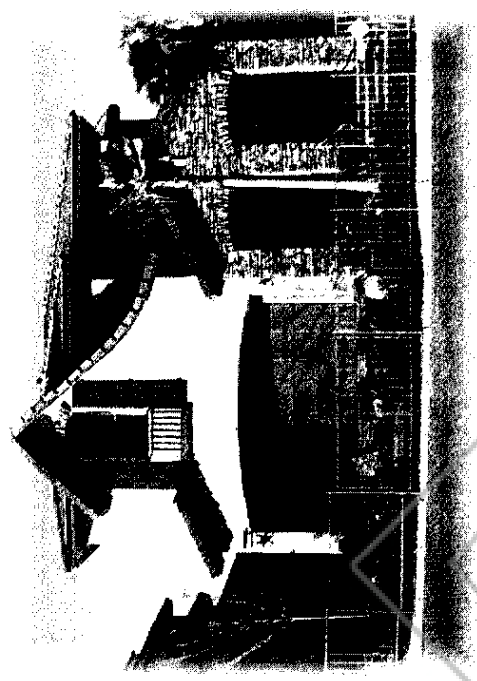
Conceptual Lot Building Envelopes



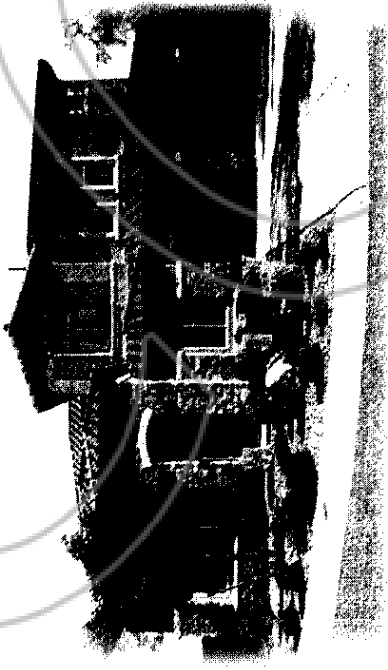
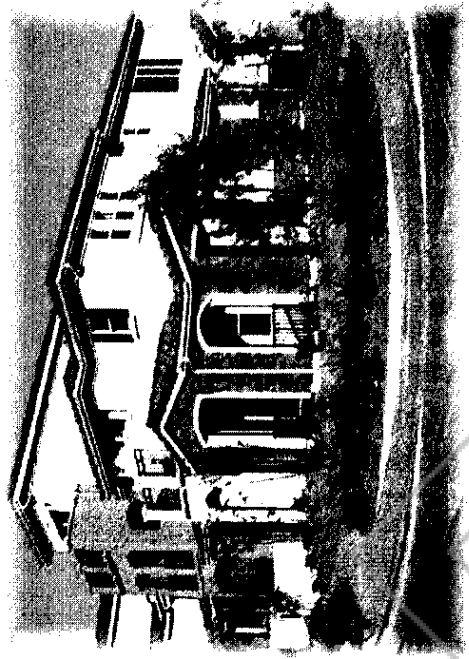
Conceptual Lot Grading

Conceptual Southwest Architectural Styles

Exhibit 9

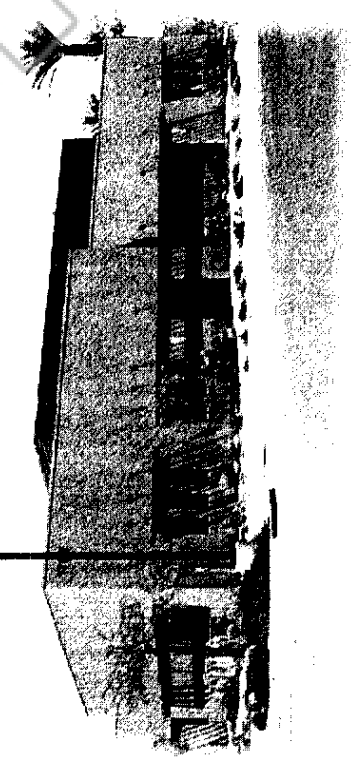
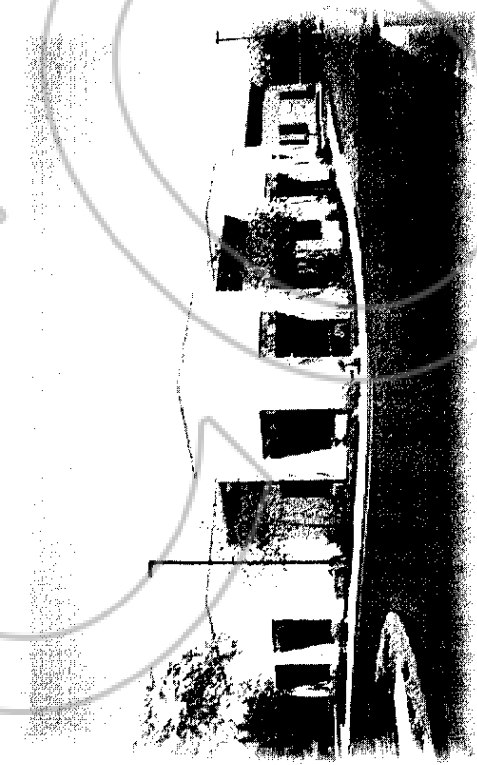
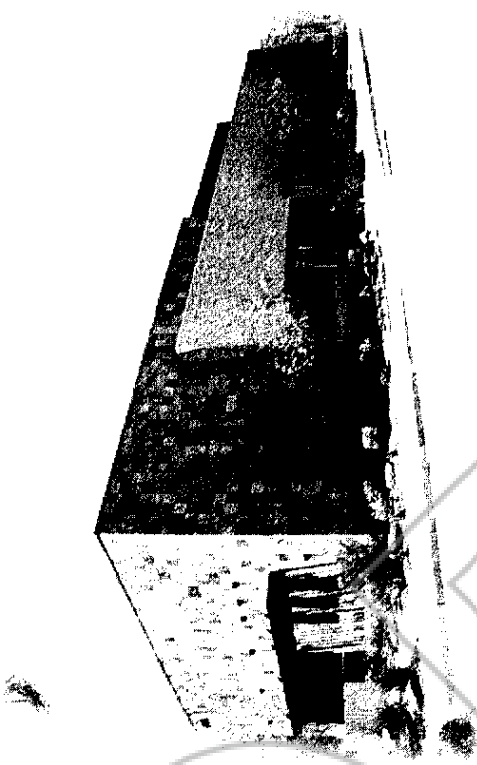


Conceptual Southwest Architectural Styles
Exhibit 9

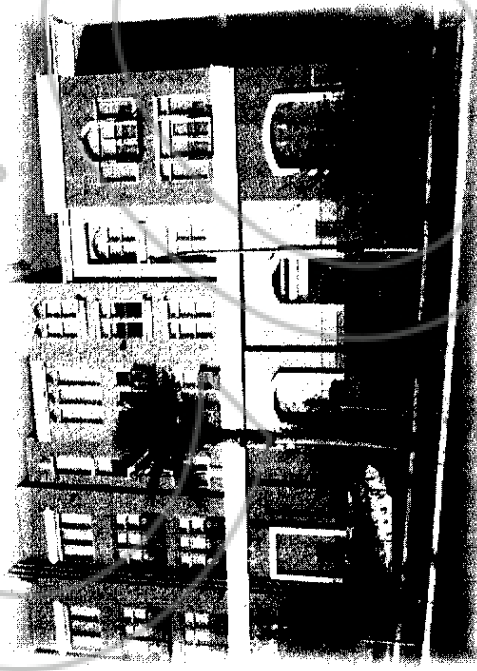


Conceptual Commercial Architectural Styles

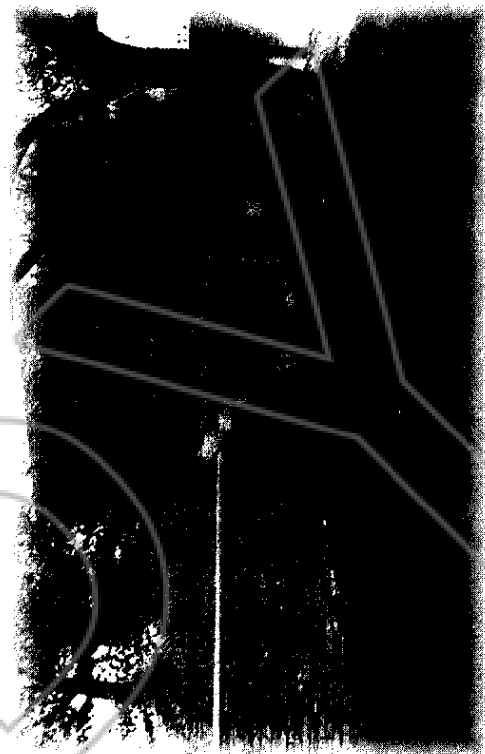
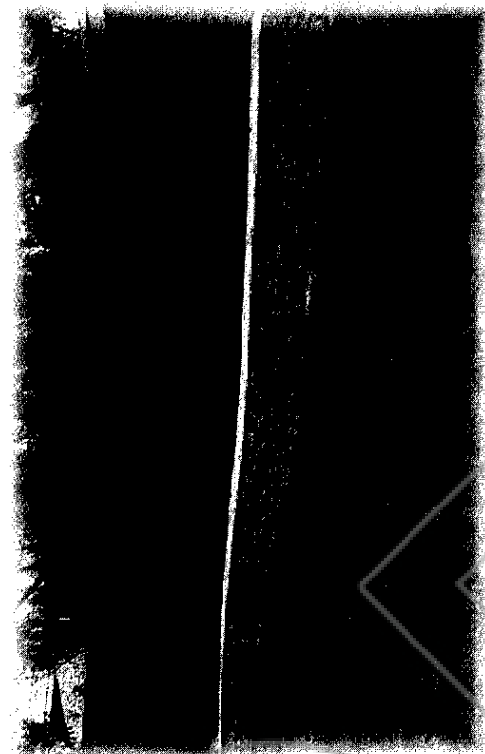
Exhibit 10



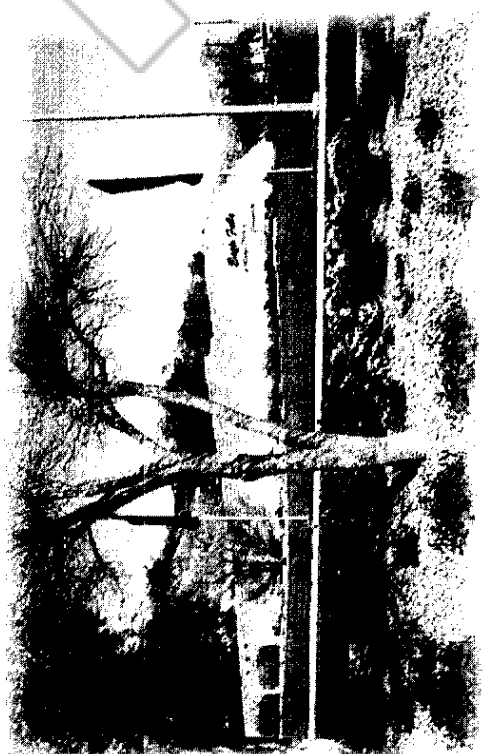
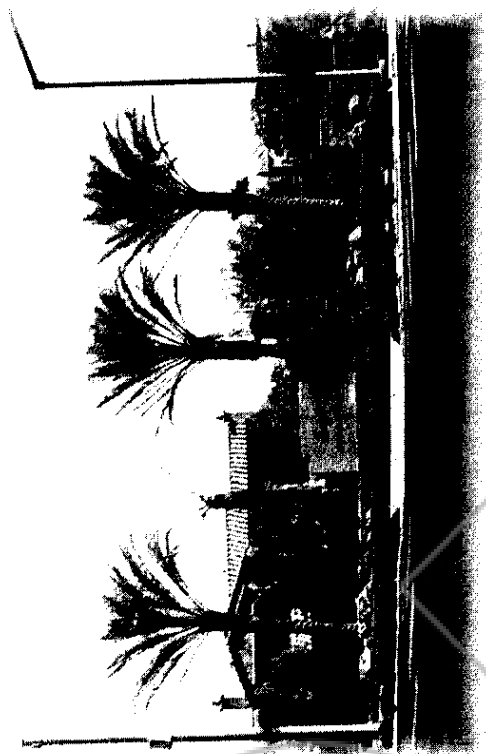
Conceptual Commercial Architectural Styles Exhibit 10



Fencing Concepts
Exhibit 11



Entry Monument Concepts Exhibit 12





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Planned Unit Development Handbook

APPENDIX A: Toquop Township Parking Standards

1. Residential Development

	Parking Spaces Required
One and two-family residences	2 spaces per unit
Studio apartment or one bedroom unit	1.25 spaces per unit
Two bedroom units	1.75 spaces per unit
Units with more than 2 bedrooms	2 spaces per unit
Visitor parking	1 space per 5 units
Senior housing, including spaces for residents, visitors, and recreational vehicles	1 covered or enclosed space per unit
Assisted or independent living facility	1 per 6 beds plus 1 per employee
Bed and Breakfast	2 spaces minimum, plus 1 per guestroom
Dormitory	0.5 space per room or 120 square feet of floor area, whichever is greater
Manager's residence	1 space per unit
Dwellings	2 spaces per unit
Visitor Parking	1 space per 5 units
Recreational vehicle or boat storage	1 space per 6 units
Recreational vehicle parks	1 per 5 spaces



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Planned Unit Development Handbook

2. Commercial Development

Parking Spaces Required

Automobile sales/automobile auctions	2 spaces per 1,000 square feet, plus 1 space per 20 vehicle display spaces provided
Automobile repair	5 spaces minimum, plus 5.5 spaces per 1,000 square feet office and repair
Automotive maintenance/service stations	3 spaces per service bay, plus 4 per 1,000 square feet accessory retail sales
Bar/lounge/tavern	10 spaces per 1,000 square feet, plus 2 spaces per 1,000 square feet outdoor uses
Car wash, automated (as a principal use)	2 spaces minimum, plus 1 space per employee plus queuing spaces
Financial services	4 spaces per 1,000 square feet
Furniture and Appliance Stores	2 spaces per 1,000 square feet (up to 15,000 sq. ft.), Then 1.25 per 1,000 square feet
Grocery stores, convenience markets	4 spaces per 1,000 square feet
Hotels, motels (including office, lobby, and associated timeshare units)	1 space per guestroom (up to 500 rooms), plus 1 space per 2 guestrooms over 500 up to 1,000, plus 1 space per 4 guestrooms over 1,000, plus 10 spaces per 1,000 square feet for restaurants on the same premises
Office	4 spaces per 1,000 square feet



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Planned Unit Development Handbook

Parking Spaces Required

2. Commercial/Retail Uses (cont.)

Plant nurseries, building materials, equipment rental or sales yards, and similar uses	2 spaces per 1,000 square feet, plus 1 space per 2,500 square feet of outdoor display
Resort hotels, including convention facilities, all associated timeshare units, and all accessory uses (excludes amusement parks and stadiums/arenas)	1 space per guestroom (up to 500 rooms), plus 1 space per 2 guestrooms over 500 up to 1,000, plus 1 space per 4 guestrooms over 1,000, plus 6 spaces per 1,000 square feet for all other uses (excluding access to rooms).
Restaurants (freestanding, not in a shopping center)	10 spaces per 1,000 square feet, plus 2 spaces per 1,000 square feet for outdoor public uses
Retail uses, such as shopping centers, freestanding restaurants or places of worship within a shopping center, personal services, auctions, showrooms in conjunction with retail uses, appliance repair shops, and amusement arcades.	5 spaces per 1,000 for up to 75,000 square feet 4 spaces per 1,000 square feet if entire complex is over 75,000 square feet
Adult Theaters (SB)	15 spaces minimum, plus 1 space per 90 square feet
Adult bookstores and novelty shops (SB)	3 spaces per 1,000 square feet
Adult entertainment cabaret (SB)	15 minimum, plus 10 spaces per 1,000 square feet



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Planned Unit Development Handbook

3. Institutional Uses

Parking Spaces Required

Churches/Places of Worship	10 spaces per 1,000 square feet, except for living quarters, 0.5 spaces per bedroom
Congregate care facility	1 space per 3 beds, plus 1 space per employee
Hospitals	1.5 spaces per bed
Medical/dental offices and clinics	4 spaces per 1,000 square feet

4. Educational Uses

Parking Spaces Required

Childcare or daycare	4 spaces per 1,000 square feet with designated drop-off plus queuing space
Elementary and middle schools	1 space per classroom, plus 4 spaces per 1,000 square feet of office
High schools	7 spaces per classroom, plus 4 spaces per 1,000 square feet of office; or 1 space per 90 square feet of gymnasium/auditorium, whichever is greater
Major schools: colleges/universities	1 space per 2 employees, plus 1 space per 3 students, based on maximum FTE; or 1 space per 90 square feet of gymnasium/auditorium, whichever is greater
Minor schools: vocational, trade, music, business, sports	2 spaces per 1,000 square feet classroom area, plus 4 spaces per 1,000 square feet of office



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Planned Unit Development Handbook

5. Cultural/Entertainment Uses

Parking Spaces Required

Billiard Halls	1 space per 90 square feet
Bowling Alleys	4.5 spaces per lane
Club Lodge	10 spaces per 1,000 square feet
Amusement Parks	1 space per 600 square feet of all acreage within the perimeter wall, or 3 spaces per hole for miniature golf.
Community or recreation buildings not accessory to a residential use	4 spaces per 1,000 square feet
Convention facilities	2 spaces per 1,000 square feet
Dance halls, skating rinks, and similar recreation	10 spaces per 1,000 square feet
Golf Course	2.5 spaces per 1,000 square feet in main building plus 1 per 2 tees in driving range plus 4 per green in playing area
Health or fitness studio	5 spaces per 1,000 square feet
Library	3.3 spaces per square feet
Museums	3.3 spaces per 1,000 square feet
Stables, horseback riding and boarding facilities	1 space per 3 boarding stalls or corrals
Stadiums and arenas	1 space per 4 seats, or 8 feet of bench length
Tennis clubs as a principal use	3 spaces per court in addition to other uses
Theaters, movie theaters	1 space per 4 seats, or 1 space per 90 sq. ft. of the entire facility



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Planned Unit Development Handbook

6. Technical Uses	Parking Space Required
Distribution centers (any building within a complex not meeting the definition shall meet the parking requirements per the "manufacturing, industrial, warehousing" requirement	1 space per 1,000 square feet for up to 125,000 square feet 1 space per 2,000 square feet if over 125,000 square feet
Manufacturing, industrial, warehousing, including showrooms in conjunction with industrial uses. See also "distribution center"	2 spaces per 1,000 square feet (including incidental such as office uses)
Outside storage, automobile dismantling, salvage yards	1 space per 7,000 square feet up to 42,000 square feet, plus 1 space per every 42,000 feet additional but no less than 3 spaces, in addition to spaces required for offices.
Warehouses, mini	5 spaces in the vicinity of the leasing office and 27 foot minimum drive aisles adjacent to all storage unit doors.
For all uses not listed, unless similar to above	1 space per 1,000 square feet.

Note: parking spaces required per dwelling unit (unit), square footage of gross floor area, or as otherwise listed.



CONDITIONS OF APPROVAL

The following conditions have been placed in this request to ensure the applicant will meet all necessary standards in place.

A. Within 60 days of approval by the Board of County Commissioners the applicant or future owners shall:

1. Record conditions of approval of this review with the Lincoln County Recorder in a format specified by the Planning Director.

B. Miscellaneous Conditions

1. The applicant or any future developer shall submit for any special use permits, variances or other exceptions along with the project phase (tentative map) which includes the requested use if that use is not approved through the development agreement.
2. Conditions of approval from CPUD 07-01 remain in effect as applicable through the term of this agreement.

CONCLUSION

- A. The BLT Group is requesting approval of a development agreement for the Eagle Falls Planned Unit Development within the Toquop Planning Area.
- B. The subject parcels (I and J) are designated "PUD" in the Lincoln County Master Plan. The zoning is designated as "A-5" Large Scale Agricultural use.
- C. With conditions, the request is consistent with Nevada Revised Statutes, the Lincoln County Master Plan and the Lincoln County Code.

Staff Reviewer: Clint Wertz, Planning Director