



APN _____

APN _____

APN _____

Mesa Vista 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)

Lisa Lloyd _____
Signature Title Clerk

Lisa Lloyd _____
Print

4-15-15 _____
Date

Grantees address and mail tax statement:



TIER 1-DEVELOPMENT AGREEMENT
And
Ordinance

Approved: 5/19/14

For:

Lincoln County Investors, LLC

pertaining to:

Parcel "B" of the LCLA
Mesa Vista



TIER 1 DEVELOPMENT AGREEMENT

between

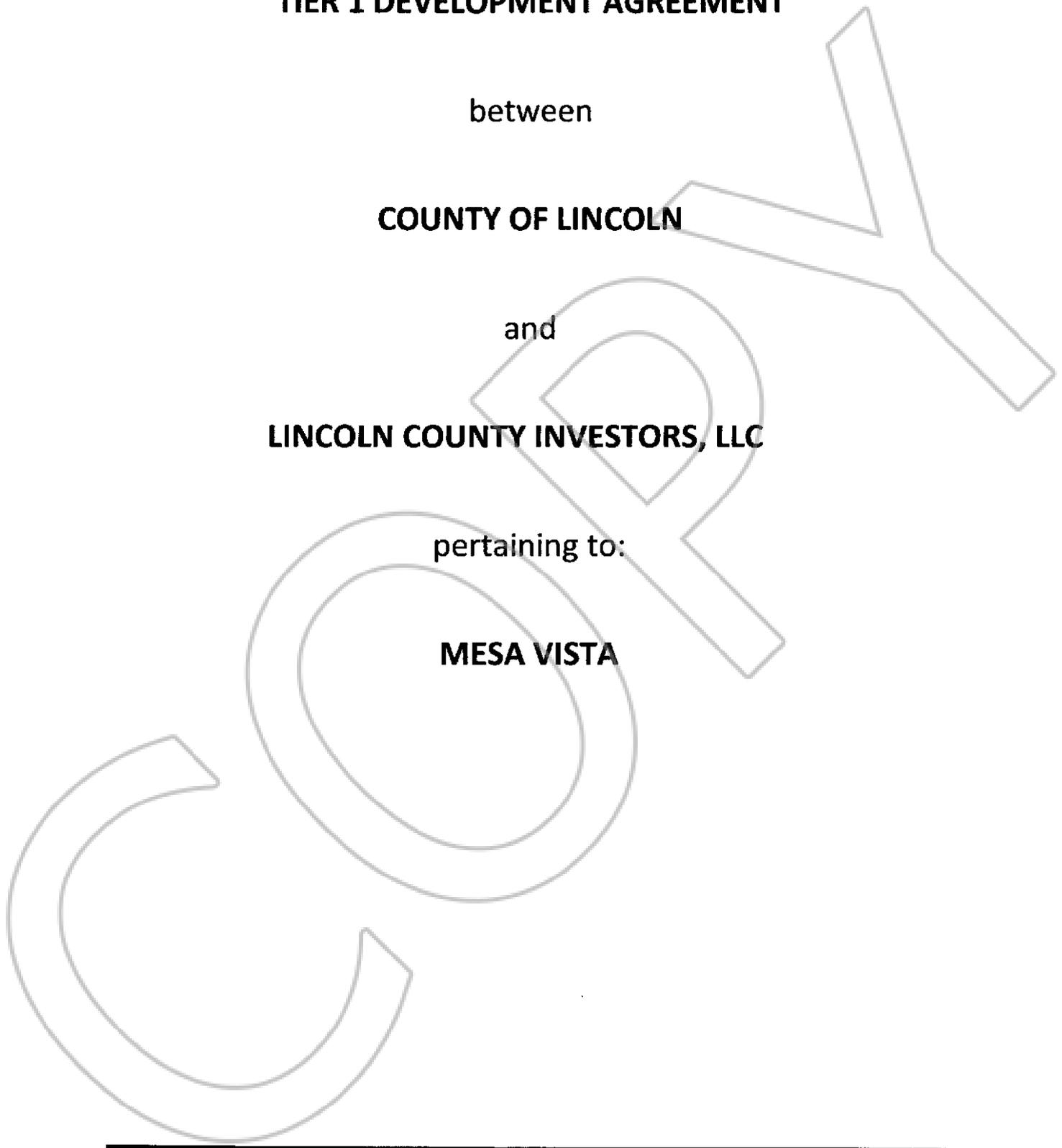
COUNTY OF LINCOLN

and

LINCOLN COUNTY INVESTORS, LLC

pertaining to:

MESA VISTA





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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into by and between the County of Lincoln (“**County**”) and Lincoln County Investors, LLC, a California limited liability company (“**Owner**”), the Owner of the real property described in Exhibit A hereto (the “**Property**”). This Agreement is legally effective when signed and dated by the Parties (defined below) below (the “**Effective Date**”). The Agreement is for the development of the Property (the “**Project**”) presently known as Mesa Vista and identified as Parcel B of the Toquop Township PUD.

SECTION 1: DEFINITIONS

The words and phrases used in this Agreement are defined as follows:

“**Agreement**” has the meaning ascribed to it in the first paragraph of this Agreement. Agreement includes all addenda and exhibits incorporated by reference and all amendments that have become effective.

“**Assignee**” means any person, affiliate, partnership, joint venture, firm, company, or corporation which succeeds the Owner to this Agreement, whether by succession, transfer, assignment, or otherwise.

“**Best Efforts**” means, in the case of any contingent obligation of County or Owner, that the obligated party will make a commercially reasonable, good faith effort to accomplish the stated goal, task, project, or promised performance. “Best Efforts” does not imply a legal obligation to take any specific action if action would, in the reasonable opinion of both Parties, be impossible to perform.

“**Building Permit**” means an official authorization by the County Building Official to commence construction of a building or structure.

“**Commission**” means the County Commission as the governing body of Lincoln County, Nevada.

“**Conceptual Project Plan**” means a land use plan and maps describing the categories of residential and nonresidential land uses and defining the maximum number of units, densities, and intensities allowed in the Project area.

“**Concurrent Approvals**” shall have the meaning set forth in Section 4.1 of this Agreement.

“**County**” means Lincoln County, a political entity of the State of Nevada together with its successors and assigns.

“**County Capital Improvement Plan**” means The Lincoln County Capital Improvement Plan, 2010-2014.



County Development Agreement Ordinance” means the provisions of the Lincoln County Code implementing NRS Chapters 278.0201 through 278.0207, including Chapter 1, Title 13 of the Lincoln County Code.

“County Master Plan” means the long-range comprehensive master plan adopted by the County.

“Effective Date” means the latest date of the signatures of the Parties to this Agreement.

“Existing Rules” shall have the meaning set forth in Section 3.2.A of this Agreement.

“Land Division(s)” as referenced in NRS 278 as Subdivision, or any land, vacant or improved, which is divided or proposed to be divided into five or more lots, parcels, sites, unites or plots, for the purpose of any transfer or development.

“NRS” means Nevada Revised Statutes, as may be amended or modified.

“Owner” means the Owner of the Property (as described in the introductory paragraph of this Agreement), or a party designated by the Owner through a notarized letter of agency (see Exhibit D) to act on the Owner’s behalf with respect to the terms of this Agreement and the development of the Property, or the successors or assigns of the Owner or designated agent.

“Parties” means collectively County and Owner or each individually, a **“Party.”**

“Phasing Plan” means a generalized schedule of the orderly completion of the Project including any on-site or off-site improvements to be provided by the Owner pursuant to this Agreement.

“Planning Director” shall mean Lincoln County Planning and Building Director.

“PUD” shall have the meaning ascribed to it in Section 2.1.E of this Agreement.

“Project” has the meaning ascribed to it in the first paragraph of this Agreement and means the proposed development of the Property as described in this Agreement commonly referred to as Mesa View.

“Project Design Standards” means the minimum approved standards for layout, design and development as they relate to this project.

“Project Master Plan” means the approved plan for land use activity and density in the Project, including the Conceptual Project Plan, and the Project Design Standards, as applicable.

“Property” means the real property described in Exhibit A.

“Subsequent Approvals” shall have the meaning set forth in Section 4.2 of this Agreement.

“Subsequent Rules” shall have the meaning set forth in Section 3.2.B of this Agreement.

“Term” means the duration of this Agreement as set forth in Section 3.6 of this Agreement.



“Tier 2 Development Agreement” shall have the meaning set forth in Section 4.3 of this Agreement.

“Vested Rights” shall have the meaning ascribed to it in Section 3.1 of this Agreement.

SECTION 2: RECITALS, FACTS, AND FINDINGS

2.1 Recitals, Facts, and Findings of the Parties.

This Agreement is predicated upon the following facts and findings:

- A. **Statutory Authorization.** The County is authorized by law and NRS including, but not limited to, NRS Chapters 278.0201 through 278.0207, inclusive, to enter into binding agreements with persons having a legal or equitable interest in real property to establish long range plans concerning the development of such property.
 - B. **Ownership Interest.** Owner represents that it has acquired fee title ownership of the Property.
 - C. **Cooperation in Performance.** The Parties agree to cooperate in good faith and to take such reasonable actions (including the execution and delivery of documents and instruments) as may be necessary or appropriate to effectuate the terms and purposes of this Agreement.
 - D. **Discretionary Approvals.** The Parties acknowledge that the long term development of the Property may require approvals by the County of rezonings, land divisions, or related matters where the County retains broad discretionary authority to approve or deny the matter under Nevada law (hereinafter “discretionary approval”).
 - E. **County Authorization, Hearing and Ordinance.** The Commission has approved a County Master Plan and identified the Property as Parcel B of the Toquop Township Planned Unit Development (“PUD”). The Commission, having given notice as required by law, held a public hearing on Owner’s application seeking approval of this Agreement. At the described meeting, the Commission found that the form of the Agreement is consistent with the Commission’s plans, policies and regulations, and that the execution of this Agreement by and on behalf of the County is in the public interest and is lawful in all respects. The Parties agree to record a certified copy of the Ordinance as required by NRS Chapter 278.0207.
 - F. **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 Project and surrounding areas, to insure attainment of the maximum efficient utilization of
-



resources within the County at an economically beneficial cost to its citizens, and otherwise to achieve the goals and purposes under NRS Chapter 278 and the County’s Development Agreement Ordinance were enacted.

G. Owner Intent. In accordance with the legislative intent evidenced by NRS Chapter 278.0207 and the intent of County in adopting the County’s Development Agreement Ordinance, Owner wishes to obtain reasonable assurances from the County that Owner may develop the Project in accordance with the Existing Rules subject to the conditions established in this Agreement. The nature of the Project and the type and extent of the public and private improvements to be provided in mitigation of the Project’s impacts, justify Owner’s reasonable expectation of proceeding with the Project to completion.

2.2 Incorporation of Recitals.

The foregoing recitals, facts and findings in Section 2.1 of this Agreement 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.

SECTION 3: GENERAL PROVISIONS

3.1 Reliance of Owner on Existing Rules.

Subject to the requirements of Sections 3.3 and 3.4 below, and the prohibition on physical development until Subsequent Approvals are obtained as set forth in Section 4.2 below, County acknowledges and agrees, and hereby grants herewith to Owner, a fully vested right to develop the Property in accordance with the terms and conditions of this Agreement and the Existing Rules (the “**Vested Rights**”). In the event of a conflict between the Existing Rules and this Agreement, the more restrictive shall govern. The Parties acknowledge that the Concurrent Approvals identify certain land uses and approximate acreages for the Property. Such uses shall be developed in accordance with the Subsequent Approvals, as such Subsequent Approvals provide on the date of approval thereof by the County.

3.2. Application of Subsequently-Enacted Policies, Ordinances, Resolutions, or Regulations.

A. The following rules shall apply to the Project as they existed on the Effective Date (these are defined as the “**Existing Rules**”):

1. Title 12, 13, 14, and 15 of the Lincoln County Code;
2. The (Lincoln) County Master Plan;
3. The Southeastern Lincoln County habitat Conservation Plan
4. The Concurrent Approvals; and



5. The Lincoln County Capital Improvement Plan.
 6. The Toquop Master Transportation Plan
 7. The Toquop Master Drainage Study
- B.** The County may apply any enactment, amendment, modification, or change of the following rules after the Effective Date (these are the **"Subsequent Rules"**):
1. Applicable state and federal laws and regulations, including building, construction, health, and life safety codes;
 2. The Tier 2 Development Agreement;
 3. The Subsequent Approvals; and
 4. Fees, monetary payments, submittal requirements, and review procedures prescribed by ordinance, which are uniformly applied to all applications for permits within the County's jurisdiction, including fees required for the issuance of land use approvals, building permits, plan checks, or inspections, based upon actual staff review time or similar administrative costs to the County.
- C.** Absent written agreement of the Parties, and other than the Subsequent Rules described in Subsection B above, no subsequent enactment, amendment, modification, or change of the Existing Rules shall apply to the Project that would:
1. Prevent all or a portion of the Property from being developed, used, operated or maintained in accordance with the terms and conditions of this Agreement or the Existing Rules;
 2. Limit or reduce the density or intensity of development on the Property, or any part thereof, to a density or intensity that is lower than that specified in this Agreement or the Existing Rules;
 3. Modify any land use designation or permitted or conditional use of the Property in a manner inconsistent with this Agreement or the Existing Rules;
 4. Limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any portion of the Property except as specifically permitted by this Agreement and the Existing Rules;
 5. Impose any tax, condition, dedication or exaction that would conflict with this Agreement or the Existing Rules;
 6. Require the issuance of discretionary or nondiscretionary permits or approvals by County other than those identified in the Existing Rules, the Tier 2 Development Agreement, or the Subsequent Approvals; or



7. Apply to the Property any provision, condition or restriction that would be inconsistent with this Agreement and the Existing Rules.

3.3 Conflicting Ordinances, Initiatives or Moratoria.

Except as provided in Section 3.2(B), and subject to the applicable law relating to the vesting provisions of development agreements, so long as this Agreement remains in full force and effect, no future resolution, rule, ordinance or legislation adopted by the County or by initiative (whether initiated by the Commission or by a voter petition, other than a referendum that specifically overturns the County's approval of this Agreement or the Concurrent Approvals) shall directly or indirectly limit the rate, timing, sequencing or otherwise impede development from occurring in accordance with the Concurrent Approvals and this Agreement.

Provided, however, notwithstanding anything to the contrary above, Owner shall be subject to any growth limitation ordinance, resolution, rule or policy that is adopted by the County to eliminate placing residents of the Project in a condition which is imminently dangerous to their health or safety, or both, in which case County shall treat development of the Property in a uniform, equitable and proportionate manner with all other properties that are affected by said dangerous condition. To the extent any future resolutions, rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land under the Initial Approvals, or any other terms of the Initial Approvals or this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable. By way of example only, a growth limitation ordinance which would preclude the issuance of a building permit due to a Sanitation or life safety issue; such as an immediate lack of adequate potable water to meet additional demand adopted to eliminate placing residents in a condition which is imminently dangerous to their health or safety, or both, would support a denial of a building permit within the Property or anywhere else in the County if such an approval would require additional potable water supply. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels would not be deemed to directly concern a public health or safety issue under the terms of this Section 3.3.

3.4 Owner Rejection of the Application of Other Subsequently-Enacted Rules.

Other than a Subsequent Rule, no enactment, amendment, modification, or change to an Existing Rule shall apply to the Project unless Owner consents to the application thereof in writing. County and Owner shall execute an amendment to this Agreement evidencing the applicability of such enactments or amendments.

3.5 Cancellation or Amendments to Development Agreement.

Owner or County may submit, for the consideration of the other Party, amendments to



this Agreement or the proposed cancellation of this Agreement, as provided in NRS Chapter 278.0205. Proposed amendments must be consistent with the County Master Plan and will be processed and considered in accordance with the provisions for an amendment to a development agreement as prescribed in County Development Agreement Ordinance. Except as provided by NRS Chapter 278.0205(1) and this Agreement, any cancellation of or amendment to this Agreement must be approved by all Parties with notice, publication and recordation as required by NRS Chapter 278.0205(2) and 278.0207, or other applicable law.

3.6. Term of Agreement.

- A. The Term of this Tier 1 Development Agreement shall commence upon the Effective Date and shall expire ten (10) years thereafter (“**Term**”), unless lawfully cancelled, revoked, or extended, as provided in this Agreement and Chapter 278 of NRS.
- B. A decision to extend the duration of this Agreement is within the Commission’s sole discretion. However, County agrees the approval of any time extension requested by Developer shall not be unreasonably withheld.
- C. Because a Tier 2 agreement may not occur within ten years, the Parties contemplate that the Term of this Agreement may be extended by mutual consent until build-out is achieved.
- D. At least one (1) year prior to the expiration of this Agreement, upon written request of the Owner, the Parties will meet to discuss the status of existing obligations and responsibilities and whether extension of the Agreement is necessary or appropriate. Extensions shall be as amendments to the current agreement through the county’s review process. As such, any Amendment to this Agreement for the purpose of the extension of time shall be limited to that purpose.

SECTION 4: DEVELOPMENT OF THE PROJECT

4.1 Permitted Uses, Density, Height, and Size of Structures.

The permitted uses, allowable density and intensity, maximum height, and size of proposed buildings permitted in the Project are specified in the Existing Rules and the following entitlements granted to Owner for the Property by the County (the “**Concurrent Approvals**”):

- A. The Change of Zone adopted by Ordinance No. _____ [insert number] on _____ [insert date];



B. [include other approvals, if any].

4.2 Subsequent Approvals.

Owner's Vested Rights to proceed with the physical development of the Project pursuant to Section 3.1 shall be subject to a Tier 2 Development Agreement, which shall be obtained in conjunction with subsequent project-specific approvals and permits as required by this Agreement. Following the approval of this Agreement, Owner shall obtain County's approval of project specific entitlements for development of the Property consistent with the County Master Plan, such as a Conceptual Project Plan, Phasing Plan, Project Design Standards, Project Master Plan, Land Division(s) and related infrastructure studies (collectively, the "Subsequent Approvals").

4.3 Future Tier 2 Development Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Owner shall be required to enter into a Tier 2 Development Agreement in conjunction with the Subsequent Approvals and shall not be allowed to develop the Property, or any portions thereof, until Owner has entered into a project-specific development agreement and/or agreements with the County in regard to police, fire, EMS and other necessary governmental services which are applicable to the portion(s) of the Property Owner proposes to develop (a "Tier 2 Development Agreement").

The purpose of the Tier 2 Development Agreement shall be to comply with the requirement of this Section 4.3 and shall not be for the purpose of impairing any of Owner's rights hereunder. The Tier 2 Development Agreement shall address specific issues related to the portion or phase of the Project in which specific development is proposed, and will direct specific build-out of the Property, including phasing, traffic mitigation, project-related infrastructure requirements, and tax or fee credit and reimbursement program details. As used in this Section 4.3, "develop" shall mean the approval of a parcel map or subdivision map for single-family residential development or the issuance of a building permit for all other development.

For the Term of this Agreement, this Agreement shall continue in effect with respect to any portion of the Property which is subject to a Tier 2 Development Agreement upon the effective date of such agreement, except as may be modified by specific provisions of that Tier 2 Development Agreement.

4.4 Time for Construction and Completion of the Project.

A. The Parties acknowledge and agree that it is in their respective interests that development of the Project be accomplished in a reasonably expeditious manner. In light of this mutual objective, and subject to the terms of this Agreement and the Existing Rules, a Phasing Plan shall be approved for the Project with the Subsequent Approvals. The Phasing Plan must discuss the phasing of construction



of off-site improvements needed to support development of the Property.

4.5 Applications for Permits and Entitlements.

A. **Maps and Permits.** Provided that the Subsequent Approvals and Tier 2 Development Agreement have been approved for the portion of the Property to be developed, County shall not refrain from approving final subdivision maps nor shall it cease to issue building permits, certificates of occupancy or final inspections for development of the Property or portion thereof that are consistent with the Initial and Subsequent Approvals and applicable County Codes and NRS.

4.6 Digital Map Data.

Upon the request of the Planning Director, Owner will prepare and submit to County all digital data in accordance with Title 13 of the Lincoln County Code.

4.7 Cooperation in Obtaining Available Funding and Public Financing.

County Acknowledges that Owner intends to explore all available sources of financing for the development of the Property, including private and public sources, wherever available. County agrees to use its Best Efforts, consistent with the public interest, to assist Owner, as and 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 addressed in this Agreement. Owner agrees to pay all costs reasonably incurred by County to obtain said funding or other public financing.

4.8 Public Utility & Access Easements & Rights of ways.

Owner agrees to provide, at no cost and upon written request, public utility and or access and occupation easements as deemed necessary by and at the County's reasonable discretion for the orderly development of the Project in accordance with the County-adopted master transportation plans or drainage studies, or other public facility studies adopted by affected entities, as may be amended from time to time, and in accordance with any other regional utility needs. These include but are not limited to, power, telephone, water, sewer, cable, and natural gas, provided similar easements are sought from similarly-situated properties affecting or affected by such public-facility projects. County agrees to request easements on an as-needed basis and in conformance with the planned arterial roadways and utility corridors or related studies as designated on the Conceptual Project Plan, as approved and amended, and with any subsequent maps as approved by the County.

4.9 Project Name Changes.

Owner, with County's approval, which shall not be unreasonably withheld, conditioned or delayed, reserves the right to change the current and future designated name of the Project at any time and from time to time for purposes of marketing, advertising,



licensing and transacting, or for any other purpose Owner so desires without amending this Agreement or any of the Concurrent Approvals, subject to the Planning Director's approval. Owner acknowledges, however, that in the event Owner changes the Project name designation, that all County approvals will be required to be submitted under the Project name designation as of the Effective Date of this Agreement, unless otherwise agreed to by the County. The Planning Director's approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 5: REVIEW AND DEFAULT

5.1 Compliance Reviews.

- A.** Pursuant to NRS Chapter 278.0205, at least once every twenty-four (24) months, the County will review the development of the Project for compliance with NRS, this Agreement, and the Existing Rules.
- B.** Prior to the County's compliance review, the County may request the following information from the Owner:
 - 1.** The total number of residential units built and approved, as of the date of the report;
 - 2.** The total square footage of nonresidential floor area built and approved, as of the date of the report;
 - 3.** Specific densities and nonresidential intensities within each phase and within the Project as a whole;
 - 4.** The status of each public facility obligation assumed by Owner pursuant to this Agreement, including percent completed;
 - 5.** The current status of Project and the anticipated phases of development for the next calendar year;
 - 6.** Any transfers of densities requested and approved by the County;
 - 7.** Status of any conditions of approvals; and
 - 8.** Any other data or information reasonably necessary for the County to complete its compliance review.
- C.** On or before March 1 of every odd-numbered year following the approval of this Agreement, the Owner shall notify the County with intent to review compliance with the development agreement. County shall coordinate with owner in regard to summarizing the current state of development of the Property, and identifying any terms or conditions of this Agreement with which Owner has not complied. County shall submit to owner a request of applicable information related to the development of the project.



- D. Within thirty (30) days of the Owner's receipt of the County's request, the Owner will submit all requested information and data in a land use allocation table or other format specified by the Planning Director.
- E. All costs incurred by the County to conduct the reviews, shall be borne by the Owner pursuant to the County's adopted fee schedule.

5.2 Opportunity to be Heard.

The report required by this Section 5 shall be considered solely by the County in accordance with the rules and procedures of the Lincoln County Code. County and Owner shall each be permitted an opportunity to be heard orally and in writing regarding performance of the Parties under this Agreement.

5.3 Procedures in the Event of Noncompliance.

A. Generally. 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 requested to correct the noncompliance. Courtesy notices must be made by certified mail in the manner described in Section 6.5 of this Agreement. If, after thirty (30) days of the date the courtesy notice is sent, the noncompliance is not corrected to the reasonable 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 is pending, which shall be no less than ninety (90) days, 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 ninety (90) days following delivery of the notice of default, or such longer period as provided in the notice of default, the following procedures set out in Subsections B and C shall apply:

B. County Procedures.

1. **Notice 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 Owner of the action taken. County shall give Owner at least fifteen (15) business days' notice to correct the default before the matter is scheduled for a hearing. The letter notifying the Owner of the hearing shall contain the intended hearing date. The fifteen (15) business days are measured from the date of certified mailing of the notice.



2. **Hearing Scheduled.** If a default is not corrected within the time specified above, the matter may be scheduled and noticed as required by law for consideration and review by the Commission during its next regularly scheduled meeting.
3. **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 Owner and that the default remains uncorrected, the Commission may authorize the suspension of building permits within the Project or may amend or terminate this Agreement, as provided in NRS Chapter 278.0205. Termination shall not affect the legal status of any plat map or building for which a certificate of occupancy or other final inspection has been granted as of the date of the termination. Owner shall have twenty-five (25) days after the Commission's decision is filed with the Lincoln County Clerk to institute legal action, pursuant to Section 5.5, to determine whether the Commission abused its discretion in determining whether a default existed and remained uncorrected.

C. Owner Procedures.

1. **Hearing Scheduled.** After proper notice and the expiration of the time periods set forth in Subsection A above for correcting the alleged default, Owner may request in writing a hearing before the Commission for review of the alleged default. Upon receipt of the request, the Lincoln County Clerk shall schedule an agenda item to consider the alleged default during the next regularly scheduled Commission meeting.
2. **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. Owner 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 Section 5.5, to determine whether the Commission abused its discretion in determining whether a default existed and remain uncorrected.

D. 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 or proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.

E. Notices. All notices provided for in this Agreement shall be sent to the addresses provided in Section 6.5 of this Agreement and shall be sent certified mail.



5.4 Unavoidable Delay or Default, Extension of Time for Performance.

Neither Party to this Agreement 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 that prohibit performance; or similar matters beyond the control of the Parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement of the delay, an automatic extension of time, unless otherwise objected to by County within ten (10) business 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 Owner.

5.5 Institution of Legal Action.

County and Owner 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 Owner may pursue any remedy at law or equity available for breach, except that neither Owner 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 Section 5.3. If a Party desires to present new or additional evidence to the Court, they must petition the Court to remand the matter to the Commission to consider the additional or new evidence. Subject to applicable federal law, jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Seventh Judicial District Court, State of Nevada.

5.6 Applicable Laws.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

SECTION 6: GENERAL PROVISIONS

6.1 County Cooperation in Financing.

County expressly acknowledges and agrees that Owner may be required to finance all



or part of its obligations through private financing in addition to the financing and reimbursement provisions contemplated by this Agreement. County agrees to cooperate with Owner with respect to any such private financing. County will execute and deliver written documentation to lenders or other interested persons such documents that may be reasonably requested, including documentation along the following lines:

- A. That County has no lien on the 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 Project from Owner to inure to the rights and benefits of this Agreement as to such property acquired. County and Owner 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 Owner of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

6.2 Assignment.

(To be addressed in the Tier 2 agreement)

6.3 Binding Effect of Agreement on Successors in Interest.

The burdens of this Agreement bind and the benefits of this Agreement inure to the Parties' respective successors-in-interest.

6.4 Relationship of Parties.

It is understood that the contractual relationship between County and Owner under this Agreement is such that Owner is not an agent of County for any purpose. By this Agreement, the County and Owner do not intend to create a partnership or joint venture.

6.5 Notices.

All notices, demands, and correspondences provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested, 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:

Lincoln County Investors, LLC
c/o River West Investments
3001 I Street, Suite 200
Sacramento, CA 95816

with a copy to:

Gold Patterson
Attn: Kelly J. Brinkman
1975 Village Center Circle, Suite 140
Las Vegas, NV 89134

Either party may change its address by giving notice in writing to the other. Notices given in the manner described shall be deemed delivered on the date of delivery as evidenced by the certificate of mailing.

6.6 Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the directly mentioned or incidental 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.

6.7 Waivers.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of County or Owner, as the case may be.

6.8 Recording; Amendments.



Promptly after the Effective Date, an executed original of this Agreement (or a Memorandum thereof) shall be recorded in the Official Records of Lincoln County, Nevada, with all conditions, and exhibits and other items as required by state law. All amendments to this Agreement shall be in writing signed by the appropriate officers of County and Owner 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 Owner shall be recorded in the Official Records of Lincoln County, Nevada.

6.9 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 the Agreement. All exhibits attached to this Agreement are incorporated by herein by the reference and made a part of this Agreement thereto.

6.10 Severability of Terms.

If any provision of this Agreement is held to be invalid, illegal, or incapable of being enforced by any rule of law or court of competent jurisdiction, 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 provision does not materially impair the Parties' ability to perform this Agreement. If any provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to effectuate the original intention of the Parties.

6.11 Voluntary Agreement.

Owner acknowledges and agrees that it voluntarily, willingly, and without protest or duress requests and freely enters into this Agreement and accepts the terms and conditions of this Agreement.

6.12 Indemnity; Hold Harmless; Defend.

Except as expressly provided in this Agreement, Owner 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 Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf, which relate to the development of the Project. Owner agrees to and shall defend County and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Project. Owner 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 or a provision of this Agreement. This Section shall not apply to the extent such that the damage, liability, or action is proximately caused by the intentional or negligent act of



County, its officers, agents, employees, or representatives.

6.13 Actions of Commission.

Any action by the Commission under the terms of this Agreement requires a vote of the majority of the Commission present and voting, unless otherwise provided by this Agreement or Nevada law.

6.14 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.

6.15. County Commission Hearings.

In the event County believes that an amendment to this Agreement is necessary pursuant to Section 6.14 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the Commission in accordance with NRS Chapter 278.0205. The Commission shall determine the exact nature of the amendment necessitated by such federal or state law or regulation or action or inaction. Owner shall have the right to offer oral and written testimony at the hearing.



IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year set forth the signature blocks below, as authorized by Ordinance No. _____ of the Lincoln County Code, to be effective on the _____ day of _____, 201~~3~~¹⁴ (the "Effective Date").

COUNTY:

BOARD OF COUNTY COMMISSIONERS, LINCOLN COUNTY, NEVADA

By: *E. Higbee Jr*
Chair of Board of County Commissioners

E. Edwin Higbee Jr *5-19-14*
Printed Name Date

Attest: *B. Shug*
County Clerk

Lisa Lloyd *5-19-14*
Printed Name Date

OWNER:

LINCOLN COUNTY INVESTORS, LLC,
a California limited liability company

By River West Investments, Inc.,
a California corporation,
Its Manager

By: *[Signature]*
Brian C. Vail, President

Date: *May 27, 2014*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of Sacramento }
On 5/27/2014 before me, Vanessa J. Scrivner, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brian C. Vail
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Tier 1 Development Agreement

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian C. Vail Signer's Name:

- Corporate Officer - Title(s): President
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing: River West Investments for Lincoln County Investors, LLC
Signer Is Representing:



EXHIBITS

- Exhibit A: Legal Description of Property
- Exhibit B: Mesa Vista – Project Description
- Exhibit C: Conceptual Plans
- Exhibit D: Form of Assignment

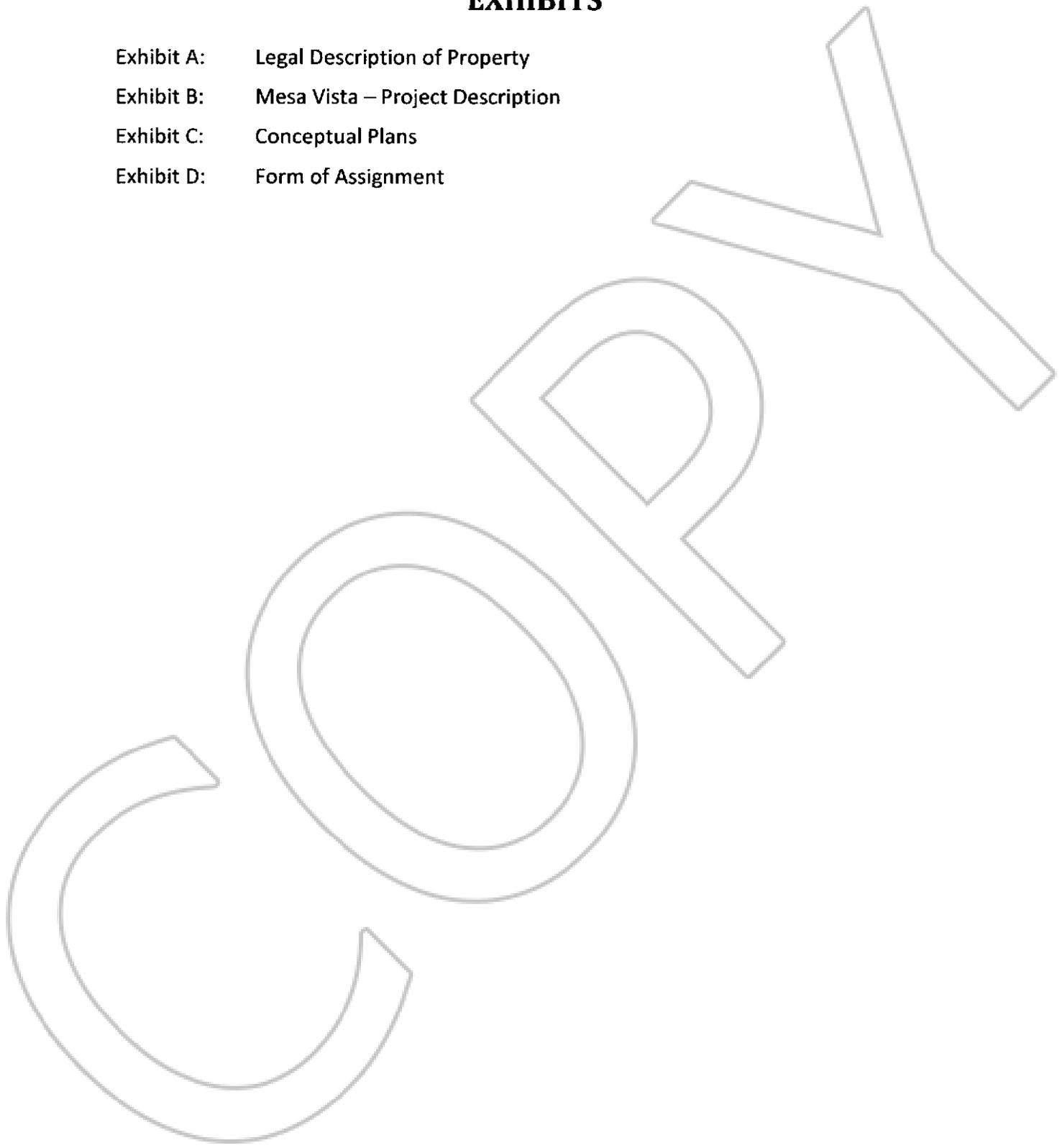




EXHIBIT A

Legal Description of Property

Legal Description for Parcel # 008-251-06

Legal Description	Sect/ Lot	Town/ Block	Range	Acres
E1/2	25			800.000
E1/2; SW1/4	36	12S	70E	

The assessor's legal descriptions are for information purposes only and are insufficient for transferring title.
 Please refer to your last recorded deed or map.

Parcel Detail for Parcel # 008-251-06

Location		Ownership	
Property Location Town Subdivision Lot Block <input type="button" value="Add'l Addresses"/> Property Name E1/2 SEC 25 & E1/2;SW1/4 SEC36 <input type="button" value="Legal Description"/>		Assessed Owner Name LINCOLN COUNTY INVESTORS, LLC Mailing Address 3001 I STREET SUITE 130 SACRAMENTO, CA 95818 <input type="button" value="Ownership History"/> <input type="button" value="Document History"/> Legal Owner Name LINCOLN COUNTY INVESTORS, LLC Vesting Doc#, Date 1425288 09/27/05 Book/Page 206/500 Map Document #s	

Description		Appraisal Classifications	
Total Acres 800.000	Square Feet 0	Current Land Use Code 100	<input type="button" value="Code Table"/>
Ag Acres .000	W/R Acres .000	Zoning	Re-appraisal Year 2013
Improvements Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00 Single-fam Attached 0 MH Hookups 0 Stories .0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 <input type="button" value="Improvement List"/> Garage Sq Ft 0 Atch/Detch Basement Sq Ft 0 Finished 0		Re-appraisal Group 4	Weighted Year
		Orig Constr Year	

Assessed Valuation				Taxable Valuation			
Assessed Values	2014-15	2013-14	2012-13	Taxable Values	2014-15	2013-14	2012-13
Land	510,972	510,972	510,972	Land	1,459,920	1,459,920	1,459,920
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0
Ag Land	0	0	0	Ag Land	0	0	0
Exemptions	0	0	0	Exemptions	0	0	0
Net Assessed Value	510,972	510,972	510,972	Net Taxable Value	1,459,920	1,459,920	1,459,920
Increased (New) Values				Increased (New) Values			
Land	0	0	0	Land	0	0	0
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0



Legal Description for Parcel # 008-261-11

Legal Description	Sect/ Lot	Town/ Block	Range	Acres
LOT 2	29			1,209.570
6,7,10,11, W1/2; W1/2 NE1/4; W1/2 SE1/4;	30			
6,7,10, W1/2; W1/2 NE1/4; W1/2 SE1/4; SE1/4 SE1/4	31			
LOTS 2 TO 3 INCLUSIVE	32	12S	71E	

The assessor's legal descriptions are for information purposes only and are insufficient for transferring title.
Please refer to your last recorded deed or map.

Parcel Detail for Parcel # 008-261-11

Location		Ownership																																																																																									
Property Location Town Subdivision Lot Block <input type="button" value="Add1 Addresses"/> Property Name LEGAL DESCRIPTION ON F16 <input type="button" value="Legal Description"/>		Assessed Owner Name LINCOLN COUNTY INVESTORS, LLC Mailing Address 3001 I STREET SUITE 130 SACRAMENTO, CA 95816 <input type="button" value="Ownership History"/> <input type="button" value="Document History"/> Legal Owner Name LINCOLN COUNTY INVESTORS, LLC Vesting Doc#, Date 125288 09/27/05 Book/Page 206/500 Map Document #s																																																																																									
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Assessed Valuation		Taxable Valuation																																																																																									
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EXHIBIT B

Project Description

Introduction: Mesa Vista, (Project) consists of two parcels, (APN's 008-251-06 and 008-261-11), totaling approximately 2010 acres. The project lies directly north of and adjacent to the City of Mesquite. The entire property is within Lincoln County. The property is directly west of, and adjacent to the Lincoln Highlands Master Planned Community.

Zoning/Master Plan: The current Land Use Designation for the property is Agricultural. The Lincoln County Master Plan designates the future use in the project area as Planned Unit Development, (PUD). The conceptual land uses of the Project consist of approximately 1,097 acres of Single family residential, (SF), 163 acres of Multi-family residential, (MF), 40 acres of Commercial, (CR), 103 acres of Hotel/Travel, (HT), 14 acres of Public Facilities, and 592 acres of Parks, Recreation, and Open Space, (PROS).

Traffic: Regional access to the Project will be from I-15 via local arterials and collectors. The only existing access to the site is Mesquite Heights Road, which runs along the eastern boundary of the Project property. The traffic circulation pattern shown on the conceptual land use plan is consistent with the Toquop Township Traffic Master Plan that was adopted by Lincoln County in 2007. Per the Master Plan, a proposed six-lane arterial, (Toquop Parkway), will connect to I-15 west of the City of Mesquite, pass through the northern portion of the Project, and connect back to I-15 at a future interchange in Arizona. A system of 4-lane collector roads are planned to collect and distribute local traffic to Toquop Parkway and are shown on the conceptual land use plan for the Project.

Drainage System: The Project generally slopes from the northwest to the southeast at a average slope of approximately 4%. The Project does contain a large percentage of topographic relief, including several natural drainage swales. The proposed layout of the Project takes advantage of these natural features, by designating many of the natural drainage swales as Open Space and Parkland. This method will provide a natural treatment of storm water runoff from the proposed development, before it is collected in storm drain basins at the south end of the Project. The Conceptual Storm Drain Plan, shown as part of Exhibit C, is also consistent with the Toquop Township Master Drainage Plan adopted by Lincoln County in November of 2007.

Water System: The Project currently lies within the Lincoln County Water District Service Area. Recent engineering studies have shown that by adding a 10-million gallon reservoir on the Eagle Falls Master Planned Community property, (Parcel I), directly west of the Project, would provide adequate water pressure for all of this property without the need for pumping. Six different pressure zones span the Project. The proposed street circulation patterns will support the necessary water distribution system as well. The on-site distribution system is shown the Conceptual Water Plan as part of Exhibit C.

Sewer System: Sewer generated by the development within the Project will be collected through a sewer collection system consisting of 8 to 18-inch gravity sewer lines. Two sewer trunk lines, a 12-inch line near the west side of the Project and an 18-inch line within the Mesquite Heights Road, will deliver the sewer to the City of Mesquite, Sewer Treatment Plant. The on-site distribution system is shown in the Conceptual Sewer plan as part of Exhibit C.

Dry Utilities: Coordination with power, gas and communication providers will be necessary to provide utilities to the Project. Consultation with the providers will also determine what facilities and infrastructure will be needed. The proposed traffic circulation pattern should provide the necessary backbone infrastructure to distribute the dry utilities to the "end users." The Conceptual Dry Utilities Plan, shown as part of Exhibit C, shows the proposed location of the distribution system.



0147303

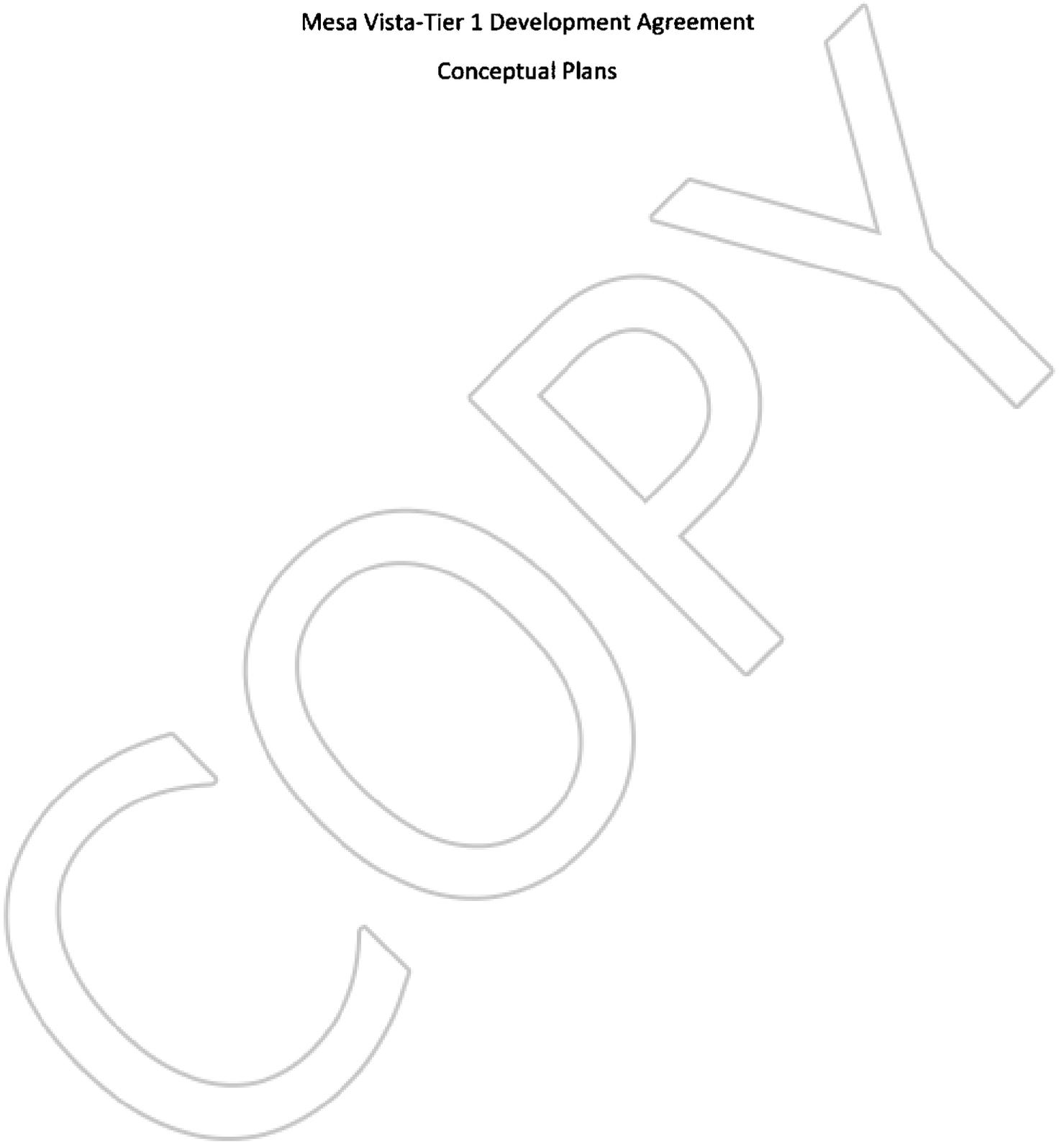
Book: 294
Page: 524

04/15/2015
Page: 23 of 41

EXHIBIT C

Mesa Vista-Tier 1 Development Agreement

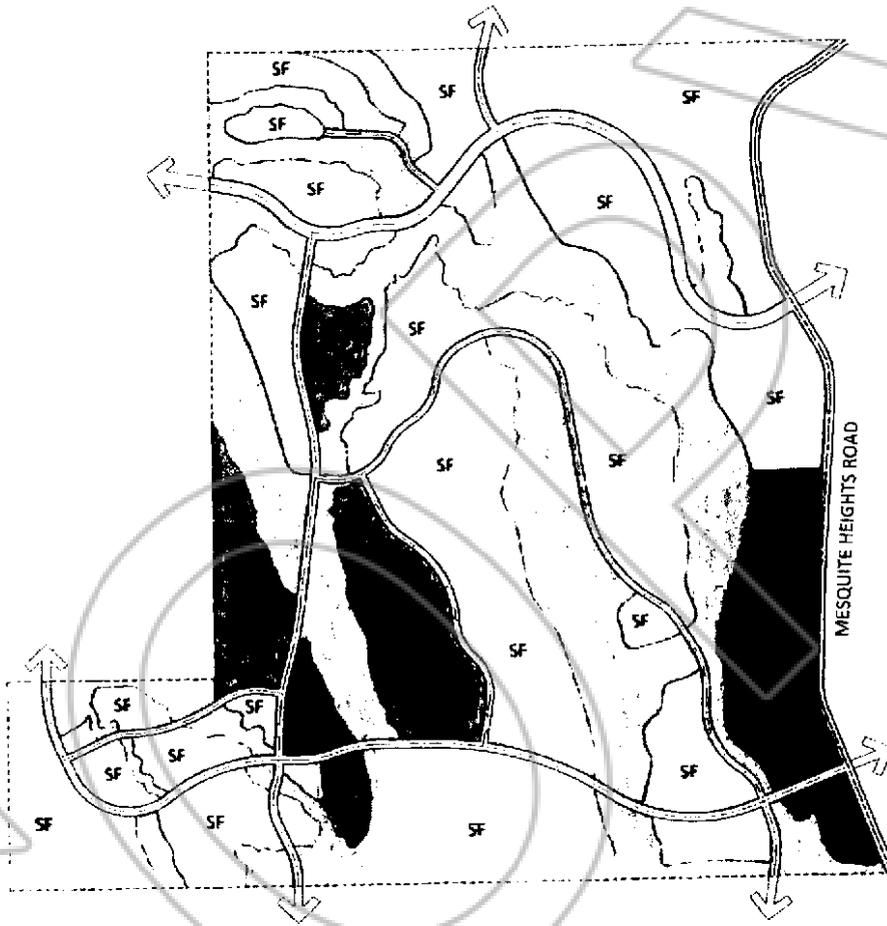
Conceptual Plans





MESA VISTA CONCEPTUAL MASTER PLAN

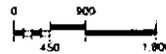
Lincoln County, Nevada



- Legend:
- Single Family
 - Public Facilities
 - Multi-Family
 - Parks, Recreation & Open Space
 - Commercial
 - Hotel / Tourist



MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL: (209) 239-6229
FAX: (209) 239-8839



Lincoln County Investors, LLC
3001 "I" Street, Suite 200
Sacramento, CA 95816
(916) 379-0955



MESA VISTA CONCEPTUAL TRAFFIC CIRCULATION PLAN

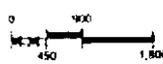
Lincoln County, Nevada



- Legend:
- 6 Lane Arterial (Toquop Parkway)
 - 4 Lane Major Collector
 - 2 Lane Minor Collector



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 Sacramento, CA 95816
 (916) 379-0955



MESA VISTA CONCEPTUAL STORM DRAIN PLAN

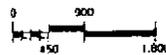
Lincoln County, Nevada



Legend:
— Storm Drain Pipe
- - - - - Natural Channel
[] Storm Drain Basin



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MESA VISTA CONCEPTUAL WATER PLAN

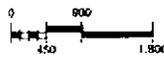
Lincoln County, Nevada



Legend: ----- Water Distribution Main



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0147303

MESA VISTA CONCEPTUAL SEWER PLAN

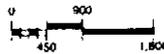
Lincoln County, Nevada



Legend: — Sewer Trunk Line



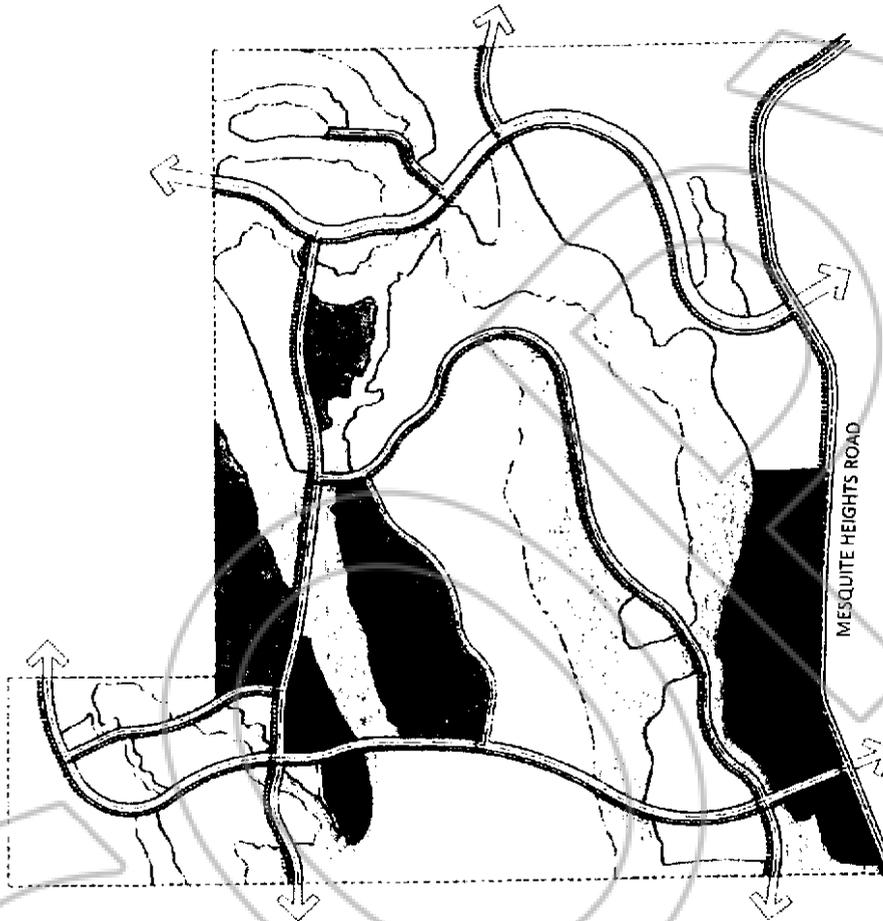
MCR ENGINEERING, INC.
1242 DUPONT COURT
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TEL: (209) 239-6229
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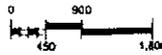
MESA VISTA CONCEPTUAL DRY UTILITIES PLAN Lincoln County, Nevada



Legend: — Dry Utilities -- Joint Trench



MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
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Lincoln County Investors, LLC
3001 "I" Street, Suite 200
Sacramento, CA 95816
(916) 379-0955



EXHIBIT D

Mesa Vista Tier 1 Development Agreement

Recording Requested By and
When Recorded Mail To:

Attn: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
THE LINCOLN COUNTY INVESTORS
TIER 1 DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of _____, 20__, by and between Lincoln County Investors, a California limited liability company (hereinafter "Developer"), and [NAME OF PURCHASER], a _____ (hereinafter "Assignee"), with respect to the following facts:

RECITALS

A. On _____, 2014, the County of Lincoln and Developer entered into that certain agreement entitled "Tier 1 Development Agreement by and between Lincoln County, Nevada and Lincoln County Investors, LLC pertaining to "Mesa Visa" (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed that development of certain property more particularly described in the Development Agreement (hereinafter, the "Property") would be subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Lincoln County on _____, 20__, as Document No. _____.

B. Developer intends to convey a portion of the Property to Assignee, as identified in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Assigned Parcel(s)").



C. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, Developer and Assignee hereby agree as follows:

1. Assignment. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s). Developer retains all the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to all other property within the Property owned by Developer.

2. Assumption. Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s).

3. Release and Substitution. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Developer shall be released from any and all obligations under the Development Agreement arising from and after the effective date of this transfer with respect to the Assigned Parcel(s) and that Assignee shall become substituted for Developer as the "Owner" under the Development Agreement with respect to the Assigned Parcels.

4. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. Notice Address. The Notice Address described in the Agreement for Developer with respect to the Assigned Parcel(s) shall be:

[Name of Assignee]

Attn: _____

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.



DEVELOPER:

LINCOLN COUNTY INVESTORS, LLC,
a California limited liability company

By: River West Investments, Inc.,
a California corporation, its Manger

By: _____
Brian C. Vail, President

ASSIGNEE:

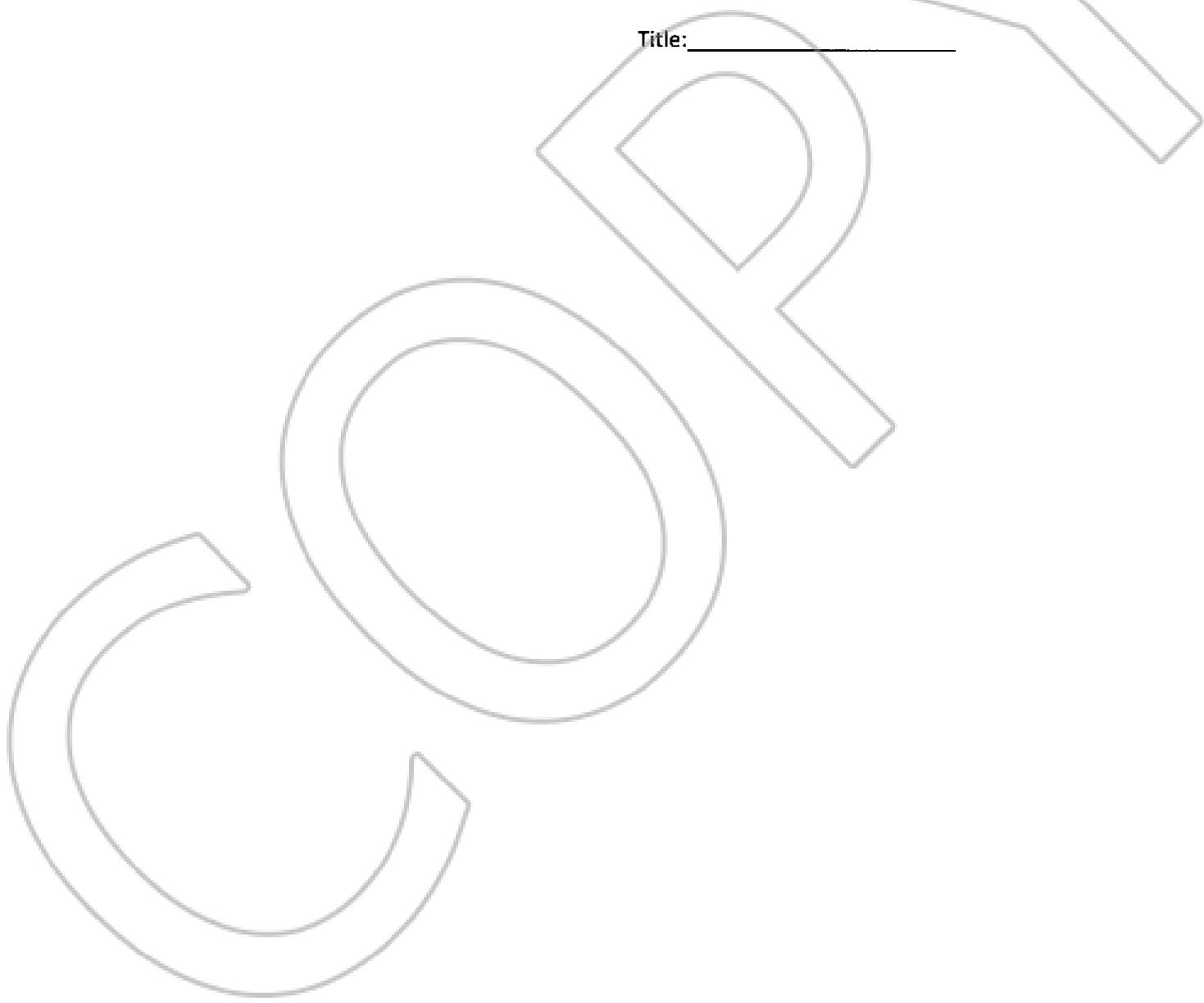
[NAME OF ASSIGNEE],

a _____

By: _____

Name: _____

Title: _____





Summary: An ordinance to approve a development agreement and conceptual plan for the development of Mesa Vista in the Toquop Planning Area.

BILL NO. 2014-__

ORDINANCE NO. 2014- Q

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT AND CONCEPTUAL PLAN FOR A PLANNED UNIT DEVELOPMENT BY THE LINCOLN COUNTY INVESTORS, LLC, KNOWN AS MESA VISTA IN THE TOQUOP PLANNING AREA. THE PROPOSAL IS FOR APPROVAL OF A "TIER 1" DEVELOPMENT AGREEMENT ESTABLISHING PLANNED UNIT DEVELOPMENT ZONING AND FUTURE APPROVALS AS AUTHORIZED UNDER NRS CH. 278A AND THE LINCOLN COUNTY CODE TITLE 14, AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the legislature has enacted NRS CH. 278A for encouraging planned unit developments in cities and counties to allow for an efficient and effective use of lands in meeting demands of development and protecting natural or cultural features of an area,

WHEREAS, the applicant, the Lincoln Count Investors, LLC, The applicant is asking for concurrent approval of their conceptual plan with this Tier 1 development agreement which may include a variety of land uses and densities prescribed in Title 14 of the county code and for the cost sharing and reimbursement for overall public improvements and infrastructure necessary to develop the project,

WHEREAS, future discretionary approvals by Lincoln County will be necessary for the applicant to implement this project,

WHEREAS, Lincoln County finds it necessary to further the public health, safety, morals and general welfare in an era of increasing urbanization and of growing demand for housing of all types and design within the Toquop Township Planning Area;



WHEREAS, the purpose of this development agreement for the applicant is to ensure that the current regulations in Title 14 of the Lincoln County Code (at the effective date of this agreement) will remain in force for the term of this agreement and that the proposed development agreement does not constitute an amendment to Title 14 of the Lincoln County Code,

WHEREAS, the purpose of this development agreement for the County is to ensure that necessary public facilities, services, staffing and equipment are conveniently located in the Toquop Township Planning Area and provided by all developers either through direct financial contribution in each agreement or through reimbursement by subsequent applicants to initial developers,

WHEREAS, this request for the “Mesa Vista Tier 1 Development Agreement” shall take effect and be in force from and after its passage and the publication thereof by title only, together with the names of the county commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Lincoln County, Nevada, at least once every week, for a period of 35 days.



Proposed on the 21st day April 2014

Proposed by: Paul Mathews

Passed on the 19th day of May, 2014

Vote: Ayes: _____

Ed Higbee

A. Paul Langhorne

Paul Mathews

Nays: None

Abstain: None

Absent: Kevin Phillips

BOARD OF COUNTY COMMISSIONERS
LINCOLN COUNTY

ATTEST:

Ed Higbee
Ed Higbee, Chairperson

Lincoln County Clerk
Lincoln County Clerk

This ordinance shall be in force and effect on the _____ day of _____, 2014

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LINCOLN DO HEREBY ORDAIN A DEVELOPMENT AGREEMENT AND CONCEPTUAL PLAN WITH CONDITIONS BETWEEN LINCOLN COUNTY AND ~~BLT ACQUISITION GROUP, LLC, FOR THE PARCEL "C" PLANNED UNIT DEVELOPMENT.~~

LINCOLN COUNTY INVESTORS, LLC FOR A "TIER 1" DEVELOPMENT AGREEMENT ON PARCEL B.