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Toquop Parcel "C" 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

Lisa Lloyd _____
Print

4-15-15
Date

Grantees address and mail tax statement:



DEVELOPMENT AGREEMENT
And
Ordinance

Approved: 5/19/14

For:

BLT Acquisition Group LLC

pertaining to:

Parcel "C" of the LCLA



DEVELOPMENT AGREEMENT

between

LINCOLN COUNTY, NEVADA

and

BLT Acquisition Group LLC

pertaining to:

Parcel "C" of the LCLA





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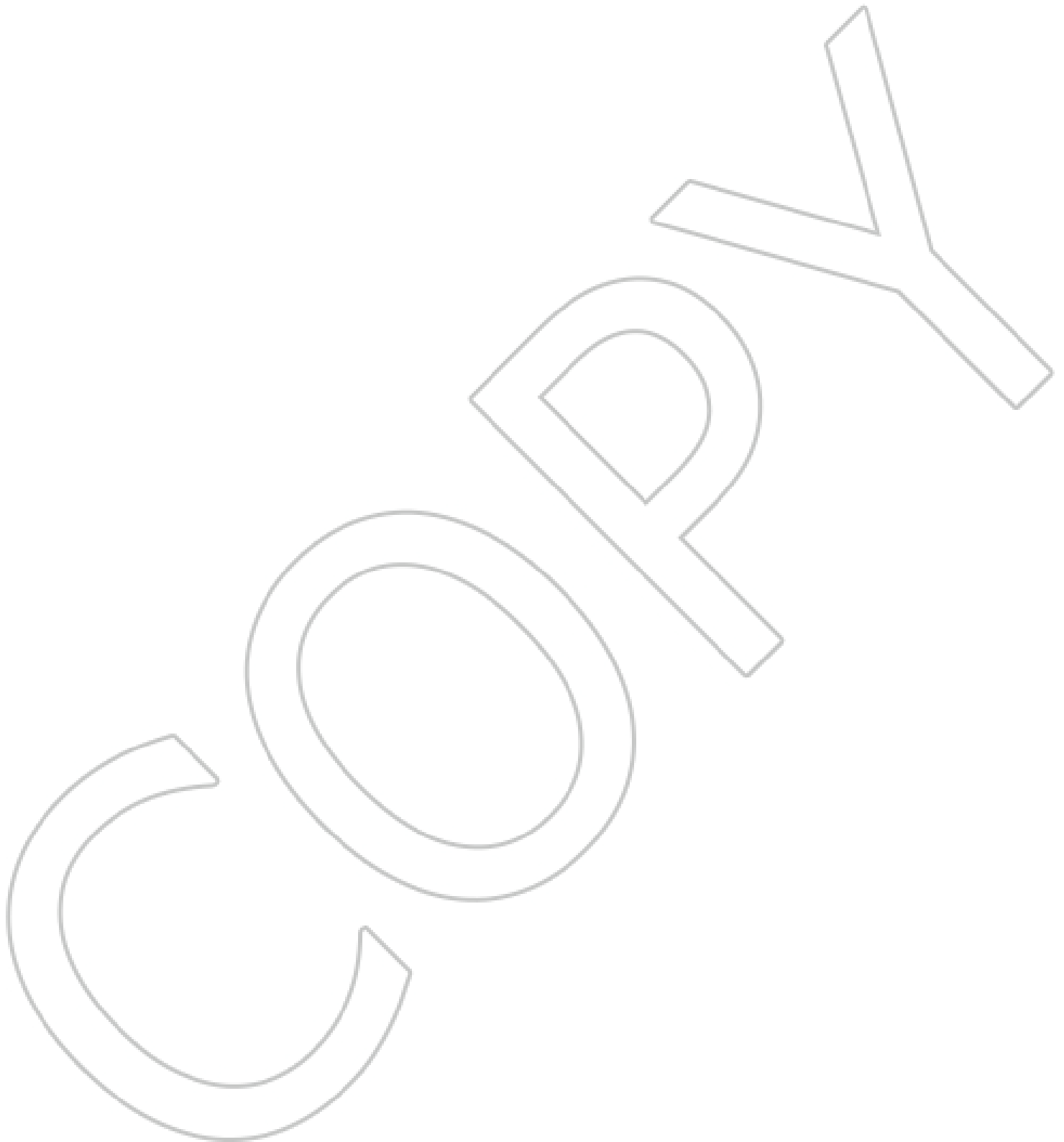
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into by and between the County of Lincoln (“County”) and **BLT Acquisition Group , LLC**, a Nevada Limited Liability Company (“Owner”), the Owner of the Subject Property (see Exhibit A). This Agreement is legally effective when signed and dated by the Parties below (“the Effective Date”). The Agreement is for the development of the Parcel “C” (“Project”).

SECTION 1: DEFINITIONS

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

“Agreement” has the meaning assigned 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.

“Applicable Rules” means and refers to the Modifiable Rules and Non-Modifiable Rules (see Section 3.B).

“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 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 reasoned 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” means the any and all approvals for the Project approved by the Commission prior to or concurrent with the execution of this Agreement.

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

“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 as of the Effective Date.

“Designated Builder” means a merchant homebuilder, apartment developer, or other developer of real property within the Project, and designated by Owner in writing, that is constructing any development within the Project. A Designated Builder may be eligible for certain impact fee credits or obligated for specific development requirements as may be specified in this Agreement or within the Applicable Rules.

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

“Fire District” means an entity created by the Commission to provide public fire protection and emergency medical services to the Project.

“General Improvement District, or GID” means an entity created by the Commission to provide public services and infrastructure management to the Project.

“Inter-Local Agreement(s)” means an agreement or agreement(s) needed to provide permanent and/or interim public services to the Property between governmental entities, general improvement districts or special improvement districts.

“Toquop Master Drainage Study” means the Master Hydrology study for the Toquop area as it relates to the Property; approved by Lincoln County for any part of the Project.

“Master Home Owners Association, or HOA” means an association of residential property owners within a planned community, condominium, or cooperative, as such term is used in NRS Chapter 116, *et seq.*

“Toquop Master Transportation Study” means the Master Transportation study for the Toquop area as it relates to the property; approved by the County for any part of the project.

“Modifiable Rules” means the rules that generally can be modified during the term of this Agreement (see Section 3.B).

“Non-Modifiable Rules” means the rules that the County generally cannot modify during the term of this Agreement (see Section 3.B).

“NRS” means Nevada Revised Statutes.

“Off-Site Improvements” means public or private capital facilities that may include but are not limited to, underground utilities (such as sanitary sewer, water, gas, electricity, and communication lines); Off-Site Road Improvements; and other capital improvements (such as survey monuments, flood control, public facilities, drainage facilities, and landscaped islands, corridors or areas) that are outside the Project, but which are made necessary by the development impacts of the Project.

“Off-Site Road Improvements” means traffic mitigation measures and improvements to the Major Intersections and Major Street Segments located outside of the Subject Property, but which are made necessary by the development impacts of the Project. Improvements included within this definition include all street or other transportation



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.

“On-Site Road Improvements” means traffic mitigation measures and improvements located within the Subject Property, which are made necessary by the development impacts of the Project.

“Owner” means the owner of the Subject Property, 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 Subject Property, or the successors or assigns of the Owner or designated agent.

“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.

“Planned unit development, or PUD” means an area of land controlled by a landowner, which is to be developed as a single entity for one or more planned unit residential developments, one or more public, quasi-public, commercial or industrial areas, or both.

“Private Street” means a street dedicated to the Project’s Master Home Owners Association (“HOA”) or general improvement district. Upon dedication, the HOA or GID will be responsible for maintenance and other liabilities associated with the Private Street.

“Project” means the Subject Property and the proposed development of the Subject Property as described in this Agreement commonly referred to as *Parcel “C”*

“Project Design Standards” means the design standards approved and adopted by the Commission describing specific standards for development of the Project. The Project 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 Project Design Standards, such as architectural design standards, shall be as set forth in the Lincoln County Code or adopted as design standards by the County. All proposed alternative design standards must be at least as restrictive as required in County code.

“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.

“Project Traffic Impact Study” means a detailed transportation study specific to the Project Master Plan, which identifies impacts to Major Street Segments and Major Intersections outside the Subject Property and the need to provide Off-Site Road Improvements to mitigate those impacts.



“Public Facility Needs Assessment” or “PFNA” means the analysis required by County Code § 14-3-11.

“Public Street” means a street dedicated to and formally accepted by the County or other political subdivision of the state for public use. Upon completion and acceptance, these streets will be maintained by the County for perpetuity.

“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, required and defined by County code or the Open Space, Parks and Trails Plan and available for general public use on a non-discriminatory basis and can be programmed by either the Owner, the GID, or the County, as provided in this Agreement.

“Successors and Assignees” means any person or entity that assumes the role of the Developer, whether as a master developer, builder, or designated builder, or assumes the responsibilities of the Developer.

“Streetscape Area” means the street medians and landscaping areas adjacent to all Project Master Plan roads within the Project and all public or private roads within Merchant Builder improvements.

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

“Technical Drainage Study” means a detailed drainage study prepared for specific Tentative Project Plans, which is consistent with and implements the Master Drainage Study. Each Technical Drainage Study must include any drainage improvement necessary for the flood protection of the Project or for mitigation of any downstream flood impacts caused by the development of the Project.

“Term” means the duration of this Agreement as defined in Section 3.E.



SECTION 2: RECITALS, FACTS, AND FINDINGS

A. Recitals, Facts, and Findings of the Parties.

This Agreement is predicated upon the following facts and findings:

1. Statutory Authorization. The County is authorized by the Nevada Revised Statutes 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.
2. Ownership Interest. Owner represents that it has acquired fee title ownership of the Subject Property.
3. 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 that are necessary or appropriate to effectuate carry out the terms and purposes of this Agreement.
4. Discretionary Approvals. The parties acknowledge that the long term development of the property shall require approvals by the County of re-zonings, utility extensions, or related matters where the County retains broad discretionary authority to approve or deny the matter under Nevada law (hereinafter "discretionary approval"). Owner does not have a right to obtain any discretionary approval from the County other than as provided in this Agreement.
5. County Authorization, Hearing, and Ordinance. All preliminary processing with regard to the Project has been duly completed in conformance with the Applicable Rules including, without limitation any Applicable Approvals as defined herein. 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.
6. 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 the least economic cost to its citizens, and otherwise to achieve the goals and purposes for which the statutes cited above and the County's Development Agreement Ordinance were enacted.



7. 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 Applicable Rules subject to the conditions established in this Agreement. Because of 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, the development of the Project is based on expectations of proceeding with the Project to completion.
8. Environmental Mitigation. Owner will use its best efforts to educate and inform builders and contractors within the Project of any applicable environmental rules and best management practices and to encourage compliance therewith those rules and practices.
9. No Waiver of Police Power. As provided above and otherwise herein, the Parties recognize and agree that the provisions of this Agreement are necessary in the County's exercise of its police power and that nothing herein this Agreement binds the County's continued lawful exercise of its police power.

B. Incorporation of Recitals.

The foregoing recitals shall be are 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

A. Reliance of Owner on Applicable Rules.

County and Owner agree that, except as otherwise specifically provided in this Agreement, Owner will be permitted to carry out the development described in section 4 of this Agreement, in accordance with the Applicable Rules. In the event of a conflict or inconsistency between two or more Applicable Rules, the more restrictive shall apply.

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

1. The County shall not apply any enactment, amendment, modification, or change of the following rules to the Project after the Effective Date, and these rules apply to the Project as they existed on the Effective Date (these are defined as the "Non-Modifiable Rules"):

- a. Title 12, 13, 14 , of the Lincoln County Code (see Exhibit B); and
- b. The Lincoln County Master Plan (attached as Exhibit C) and related plans.
- c. The Southeastern Lincoln County Habitat Conservation Plan.

2. The County may apply any enactment, amendment, modification, or change of the following rules after the Effective Date, subject to subsection 3 below (these are defined as the "Modifiable Rules"):

- a. Concurrent Approvals;
- b. Applicable state and federal laws and regulations;
- c. Lincoln County Capital Improvement Plan;
- d. The terms of this Agreement;
- e. Building, construction, health, and life safety codes;
- f. Any increase or change in "cost-base" fees associated with land use approvals and permits relating to planning, development and building that are applied uniformly across the jurisdiction of the County.

3. The County shall not apply an enactment, amendment, modification, or change to a Modifiable Rule to the Project that:

- a. conflicts with the Applicable Rules, or is made applicable to the Project under subsection 3(C), below, or
- b. prevents the development of the Project of which determination is at the Developers sole discretion.

C. Owner Rejection of the Application of Subsequently-Enacted Non-Modifiable Rules.



Notwithstanding the foregoing, should the County subsequently enact or amend a policy, ordinance, resolution, or regulation listed in section 1(B)(1) of this Agreement, it may provide written notice to Owner within sixty (60) days of such enactment or amendment, in order to allow Owner sufficient time to conduct due diligence. Upon such notice, Owner may elect to reject the application of such new or amended policies, ordinances, resolutions, or regulations by giving written notice to County with written justification as to how the new rules detract from the overall project approval. If Owner fails to give such notice within sixty (60) days of receipt of notice by the County, such enactment or amendment is deemed accepted by the Owner and to be becomes applicable to this Agreement the Project. County and Owner may execute an amendment to this Agreement evidencing the applicability of such enactments or amendments, but are not required to do so in order for such enactments or amendments to be effective as provided above.

D. 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, 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 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 and recordation as required by NRS Chapter 278.0205(2) and 278.0207 or other applicable law.

E. Term of Agreement.

1. The Term of this Agreement shall commence upon the Effective Date and shall expire fifteen (15) years from that date unless lawfully cancelled, revoked, or extended, as provided herein this Agreement and NRS.
2. 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.
3. Because build-out of the Project may not occur within fifteen (15) years, the Parties contemplate that the Term of this Agreement may be extended by mutual consent until build-out is achieved.
4. 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.

F. Assignment.

1. Owner shall not sell, transfer, lease or assign the Subject Property or this Agreement in whole or in part to any Assignee, with the exception of sale to a Designated Builder as defined here-in, without the written consent of the County Commission of which consent shall not be unreasonably withheld
2. In the event of County Commission consent, the Assignee shall assume in writing all duties and obligations of Owner hereunder, and provide substitute security in a form and an amount acceptable to the County for any security previously provided by Owner.
3. County reserves the right to require documentation of the financial stability of any Assignee prior to the closing of the transaction. The owner must contact the County 30 days prior to the closing of any property sale with information pertaining to the transaction.
4. This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions, or liens against parcels of real property.
5. Subject to subsections 1 through 3 above, Owner has full discretion and authority to encumber any part of the Project or portions thereof, in connection with financing transactions that are related to the Subject Property, without the permission of or notice to County, so long as such actions do not prevent the Owner's compliance with the terms of this Agreement.
6. Notwithstanding any provision of this Agreement to the contrary, County hereby consents to the transfer at any time of parcels of the Subject Property to one or more Designated Builders for development purposes. The Designated Builders are subject to all of the Owner's obligations under this Agreement, and the County may withhold any permit for a Designated Builder in order to enforce any of the Owner's unfulfilled obligations under this Agreement.

G. 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.

H. Relationship of Parties.

It is understood that the contractual relationship between County and Owner under this Agreement is such that Owner not an agent of County for any purpose.

I. 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:

**BLT Acquisition Group, LLC
9900 Covington Cross Drive
Las Vegas, NV 89144**

Either party may change its address by giving notice in writing to the other. After this notice is provided, all 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.

J. Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the its 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 this Agreement.

K. Waivers.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of County and Owner.

L. Recording Amendments.

Promptly after the Effective Date, an executed original of this Agreement 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 hereto 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.

M. 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.

N. 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 consummate the transactions contemplated hereby 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.

O. 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 herein this Agreement.

P. 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.

Q. 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.



SECTION 4: DEVELOPMENT OF THE PROJECT

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

1. Pursuant to NRS 278.0201 and the Concurrent Approvals, the following permitted uses, allowable density and intensity, maximum height, and size of proposed buildings are permitted in the Project:

The document entitled "Parcel C, Master Development Plan," all required plans and studies, and all associated maps approved by Lincoln County for PUDs, constitute the PUD Master Plan.

2. Development for Parcel C will follow R-1 zoning specified by Title 14 of the Lincoln County Code. This zoning designation allows for 4 units per acre and minimum lot sizes of 6000 square feet. The County and Owner agree that Owner will be permitted to carry out and complete the Project in accordance with the uses, densities, and intensities listed in this subsection, in accordance with this Agreement and the Applicable Rules.

B. Project Design Standards.

1. The Project shall be developed to the standards set forth in the Project Design Standards approved by the Commission through current or future zoning approval for the Property. Owner may amend or modify those sections within the Project Design Standards that have been identified and approved for modification by the County, so long as such the amendment or modification is not in conflict with or is less stringent than the Lincoln County Code, adopted public works standards or the County Master Plan. In the event the Project changes its designation as **Parcel C**, with County consent, Owner may change the name of the Project Design Standards to be consistent with the new Project designation.
2. The design of project infrastructure shall conform to the current and adopted versions of ***Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada; and the Design Construction Standards for Wastewater Collection Systems, Southern Nevada.*** . These standards have been adopted by the City of Mesquite and are incorporated by reference and made a part of this Agreement.

C. Time for Construction and Completion of the Project.

1. 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 Applicable Rules, the Parties have agreed to the Phasing Plan included as Exhibit F to this Agreement.



2. No Off-Site Improvements shall commence until construction plans for that improvement have been approved by the County and the City of Mesquite, and necessary permits have been secured by the Owner or the Owner's representative. Through an interlocal agreement, Lincoln County and the City of Mesquite will detail off-site improvements and the necessary approvals of the project.
3. No buildings or structures shall be used or occupied until Off-Site Improvements have been completed as provided in the Phasing Plan and the timeframes set forth in section 5.
4. Notwithstanding any provision to the contrary contained in this Section 4, Owner will develop (at no cost to County) a receiving and storage area within the Subject Property, to include a Lincoln County assigned 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 *Inter-local Agreement(s)* and issuance of the Section 11(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.

D. Plans and Maps.

The document entitled "Parcel C, Master Development Plan," all required plans and studies, and all associated maps approved by Lincoln County for PUDs, constitute the PUD Master Plan. In addition, development of the Project will be guided by such plans as may be submitted by Owner or any Designated Builder, including those which may be required by the County for traffic, parks, conservation, drainage, and other applicable matters. Through an interlocal agreement, Lincoln County and the City of Mesquite will detail approval requirements for all plans and maps.

E. County Processing of Developer's Plans

All processing of Developer's plans will be done in accordance with Title 13 and Title 14 of the Lincoln County Code and the Applicable Rules.

F. 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, along with any requirements of the Lincoln County Planning Director.

G. Dust Mitigation.

Owner agrees to use its best efforts to educate builders and contractors within the Project of the applicable dust mitigation rules of the Nevada Division of Environmental Protection Bureau of Air Quality (BAQ), or other applicable agency and any applicable dust mitigation ordinance as adopted by Lincoln County, with respect to dust mitigation and to encourage compliance therewith those regulations.

H. Temporary Storm Water Construction Permit.



Owner agrees to use its best efforts to educate builders and contractors within the Project 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. Owner shall submit a copy of the Storm Water Pollution Prevention Plan, (SWPPP) to the County. All best management practices will follow outlined drainage studies conducted for the specified area.

I. 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 Subject Property and completion of agreed-to improvements as provided in this Agreement, including private and public sources, wherever available. County agrees to use its best efforts, consistent with the public interest, to assist the 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 herein this Agreement. Any such effort to obtain this funding and public financing shall be at the Owner's sole responsibility and cost of the Owner. This subsection does not require the County to incur any cost, obligation or commitment.

J. Public Utility & Access Easements & Rights of ways.

Owner agrees to provide, at no cost and upon written request, any and all public utility and or access and occupation easements as deemed necessary by and at the County's sole 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 to include but are not be 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 Project Plans, as approved and amended, and with any subsequent maps as approved by the County.

K. The Southeastern Lincoln County Habitat Conservation Plan, (SLCHCP).

Owner acknowledges that the SLCHCP shall specifically cover all of owner's landholdings in the project. Any cost associated with permitting and development activity required by the SLCHCP shall be borne by the owner.

L. Addressing Plan. Concurrent to approval of the first tentative PUD, owner shall submit to the County and the City of Mesquite a comprehensive addressing plan for the



project. The Plan shall follow the Mesquite Street Naming and Addressing Policy, utilizing the Mesquite addressing grid. The plan shall be acceptable to the County. Through an interlocal agreement, Lincoln County and the City of Mesquite will develop a comprehensive addressing protocol for the Toquop Area as needed.

M. Project Name Designation Changes.

Owner 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 County Planning Director's approval which shall not be unreasonably withheld. However, Owner acknowledges that if 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.

N. Master Transportation Plan.

Owner shall comply with the approved Master Transportation Plan for the Toquop Area.

O. Master Drainage Study.

Owner shall comply with the approved Master Drainage Study for the Toquop Area.



SECTION 5: PUBLIC SERVICES AND FACILITIES

A. Generally.

1. **Public Facility Needs Assessment (PFNA).** The applicant shall provide the public facility needs assessment ("PFNA") required by § 14-3-11 as part of the Conceptual Project Plan. The PFNA shall identify all demands for Public Facilities, along with all onsite and offsite Public Facilities that will accommodate the demands created by residents, occupants or users of the Project. If the Public Facilities that accommodate those demands are located in another jurisdiction, such as an incorporated municipality, or are provided in whole or in part by an entity other than the County, or are not economically available from Lincoln County at the time of development, as contemplated here-in, the County agrees to use its best efforts to provide permanent and/or interim public services through inter-local agreement(s) with the appropriate public entity to include but not be limited to the City of Mesquite or the Virgin Valley Water District.
2. **Performance Bonds.** All bonds, including performance bonds, that are required to provide financial assurance for the provision or maintenance of infrastructure pursuant to this Agreement or the Applicable Rules must be issued by an entity that has at least an AAA rating with A.M. Best obtained by Owner to cover One Hundred and Fifteen percent (115%) of the estimated cost of infrastructure provided by the Owner pursuant to this Agreement. For purposes of this subsection, "AAA rating" means either a rating of "AAA" or the highest rating of financial stability that is available under the A.M. Best rating system.

B. Transportation Facilities.

1. **Generally.** Concurrent with the approval of Project infrastructure improvement plans, the Owner will provide (or agree to provide with assurance of performance, as provided herein), at no cost to County, identified On-Site and Off-Site Road Improvements, as provided in this section 5(B).
2. **Traffic Studies.** Prior to the *submittal of the first tentative PUD*, Owner will prepare and submit to the County the Project Traffic Impact Study (TIS). This study must conform to any County area-wide traffic studies affecting or affected by the Project. The TIS shall be consistent with the Institute of Transportation Engineers, (ITE) principles and technologies. The Project TIS, and all other site-specific traffic studies required subsequent to the Master Transportation Plan, shall be performed in accordance with County regulations. Any transportation Study shall be in a manner acceptable to the County and the City of Mesquite and provide the following:
 - a. The major street network and intersection plan of the Project;
 - b. Identify impacts to the roadway network within and outside the Subject Property, including impacts to any Major Street Segment and any Major



Intersection, and impacts to the transportation network which are outside of Subject Property;

- c. Identify all On-site and Off-Site Road Improvements necessary to mitigate the Project's impacts on Major Street Segments and at Major Intersections inside and outside the Project, including the roadway access needs leading to the Project necessary to mitigate the impacts of the Project; and,
- d. The construction phasing anticipated for any and all phases of the Project area together with any access improvements provided by this Agreement.

3. Mitigation of Off-Site Traffic Impacts.

a. Generally. Owner's obligation to improve any roads or construct intersections or other transportation improvements outside of the Project shall be addressed as part of interlocal agreements detailing off-site improvements. Transportation impact fees, consistent with the applicable City of Mesquite Road Impact Fee Cost Schedule, will also be required to address impacts to off-site roadways and related infrastructure. Owner will cooperate with County and the City of Mesquite in the implementation of such required improvements, as set forth in this section, except as expressly provided otherwise in this Agreement.

b. Minimum Traffic Level of Service. To satisfy its obligations to provide Off-Site Road Improvements, the Owner will construct and fund all Off-Site Road Improvements identified in order to provide or maintain the following level of service "C" as defined in the Manual of Uniform Traffic Control Devices (MUTCD). Further, Owner will implement those Off-Site Road Improvements required within the Project TIS concurrently with development and/or phasing of construction within the associated study area at the above-stated level of service standards, in accordance with the Project TIS.

c. Review, Maintenance and Cure of Levels of Service. Notwithstanding the construction and timing of Off-Site Road Improvements included within the Project TIS, County has the right at any time to review and inspect existing levels of service at any intersection or roadway identified in this section. If County finds and notices Owner in writing that minimum levels of service that are a direct result of the Project are not being met, Owner will submit traffic mitigation plans within ninety (90) days of notice showing how Owner shall meet minimum levels of service required herein. Such traffic mitigation plans shall provide:

- (1) Design and specifications necessary to bring Off-Site Road Improvements to minimum levels of service; and,
- (2) A schedule for when required Off-Site Road Improvements will be implemented.



Owner is then required to complete the Off-Site Road Improvements in accordance with the schedule provided within the traffic mitigation plan.

d. Data Collection, Sharing, and Use. Owner and County shall provide copies of all actual traffic data collected by any party related to those Off-Site Road Improvements set forth in this Section. County and Owner agree that any such actual traffic data collected on these Off-Site Road Improvements provides a valuable tool for estimating future traffic estimates and may be used by Owner and County as a model for generating any future traffic estimates, Traffic Studies, and traffic mitigation plans.

4. **Mitigation of On-Site Traffic Impacts.** Owner will fund and construct all public and private roadways within the Subject Property 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 associated with such improvements.

5. **Ownership and Control of Private Roadway Network.** Unless a transfer is made in accordance with this subsection 5(B)(5), all private roads within the Project will be constructed and maintained by Owner at no cost to the County. The hierarchy of roadways will be designed and constructed as applicable to meet AASHTO standards, other adopted standards or ITE guidelines for roadway improvements. The final design of street configurations and intersections will be established within final Project approvals to be consistent with the Project Design Standards. Consistent with section 5(A)(3), Owner 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 (GID). County hereby acknowledges that Owner 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 Owner’s inspection and maintenance obligations for such streets and roadways. With respect to any street or roadway, the GID to which Owner conveys title shall have the exclusive right to program and maintain the use thereof in accordance with NRS Chapter 318.

 - b. Transfer to Home Owner’s Association. Owner 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 Owner’s maintenance obligations for such street or roadway in writing. Any public access or occupation easements will still apply for public infrastructure.

C. Fire Protection, Emergency Medical Services and Law Enforcement



1. Fire and EMS-General. The Owner 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 provisions that will meet the needs of the Project.

2. Fire and EMS- Permanent Facilities; Level of Service. The Parties agree that the Owner will contribute its proportionate share of funds to the public improvement fund created by the Board of Lincoln County Commissioners. Funds will assist in the offset of costs to provide fire and EMS facilities and necessary equipment within the Toquop Development.

3. Fire and EMS- Initial Provision of Service. Owner acknowledges and agrees to pay Owner's share of all fire and emergency services deemed necessary by the County, in order to provide initial services within the Project prior to the completion of the permanent facilities needed to serve the Project. Owner and County acknowledge the Initial Services may be provided through an interlocal agreement with the City of Mesquite. Owner acknowledges that Owner is responsible for all such costs if the provision of such initial services is made necessary solely by the Project. The Owner's share will be based on such factors as 1) Total Dwelling Units, 2) duration of the time for County's provision of initial fire and EMS services, 3) applicable Insurance Services Rating (ISO) of the Fire Suppression Rating Schedule level of service acceptable to the County, 4) and/or any other circumstances or public facility study findings affecting the shared costs of the County's initial provision of service. Owner's obligation to participate in funding of initial services arises upon the commencement of any development activity on the Property that creates the need for the provision of fire protection or emergency medical services and terminates upon the provision of operational permanent facilities provided by the County.

4. Law Enforcement- Facilities prior to and during construction.
Private Security Program. Owner 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. Owner 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.

5. Law Enforcement- Initial Provision of Service. To the extent that law enforcement services are needed in addition to any private security provided by the Owner, Owner acknowledges and agrees to pay Owner's share of all law enforcement services deemed necessary by the County, in order to provide initial services



within the Project prior to the completion of the permanent facilities needed to serve the Project. Owner and County acknowledge the Initial Services may be provided through an inter-local agreement with the City of Mesquite. Owner acknowledges that Owner is responsible for all such costs if the provision of such initial services is made necessary solely by the Project. The Owner's share will be based on such factors as 1) Total Dwelling Units, 2) duration of the time for County's provision of initial law enforcement services, 3) number, frequency and labor to provide law enforcement services,, 4) and/or any other circumstances or public facility study findings affecting the shared costs of the County's initial provision of service. Owner's obligation to participate in funding of initial services arises upon the commencement of any development activity on the Property that creates the need for the provision of law enforcement services and terminates upon the provision of operational permanent facilities provided by the County or other property owners within the Toquop Development.

6. Law Enforcement- Permanent Facilities. The County and Owner agree that the Owner will contribute its proportionate share of funds to the public improvement fund created by the Board of Lincoln County Commissioners. Funds will assist in offset of costs to provide Law Enforcement facilities and necessary equipment within the Toquop Development.

D. Parks and Recreation Facilities.

1. Recreation Facilities. The Owner will provide certain passive recreational trails and open space for use by residents and non-residents of the project.
2. Open Space: Subject to The Open Space and Community Lands Plan, 2011 adopted by Lincoln County and Title 14.
3. Trails: Subject to The Open Space and Community Lands Plan, 2011 plan adopted by Lincoln County and Title 14.
4. Off-Site Demands for Parks and Recreation Facilities. The Owner will be required to pay a Park Impact Fee to the County or a residential construction tax will be imposed on new development, i.e. building permit, in order to address the off-site demands to be created by residents of the Project.

E. Water and Sewer Service.

1. Generally.

Owner acknowledges and agrees that, among other requirements, water commitment and sanitary sewer system development approval must be



obtained from the proper governmental entities. County does not guarantee the provision of water or sewer services.

2. Water Service.

Owner acknowledges that the Owner will be required to enter into a separate agreement for the provision of water with the Lincoln County Water District or its assignees before issuance of a final map or, if no subdivision plat is required, a building permit for any property that is within the Project.

3. Sewer Service.

County agrees to provide sanitary sewer service. Owner acknowledges that Owner is responsible for all associated costs for the provision of sanitary sewer service by the City of Mesquite.

F. Solid Waste.

1. **General.** Through an inter-local agreement with the City of Mesquite, the County agrees to provide solid waste collection and removal services. This may include necessary inclusion of the solid waste service provider for the City. The solid waste services are subject to any existing franchise agreements and operations plans. Owner will provide and fund solid waste services upon the commencement of any construction activity on the Subject Property in order to remove construction debris on the Subject Property. Additionally, Owner acknowledges that Owner is responsible for all associated costs for the provision of solid waste service by the City of Mesquite and their solid waste service provider.

G. Stormwater Management

1. The Applicant shall provide a Technical Drainage Study concurrent with an application for a Tentative Map or, if no Tentative Map is required, with a building permit. The study shall comply with the Toquop Master Drainage Study. The Technical Drainage Study shall be approved by the County and City of Mesquite and have sufficient engineering detail to permit the County to review sufficiently and approve the issuance of grading and building permits.
2. **Flood Control Facilities:** Owner is to construct all flood control facilities as referenced by the Technical Drainage Study. Owner agrees to cooperate with the County and City of Mesquite in regard to design of the facility. Recreational or other open space development may be located with such facilities.

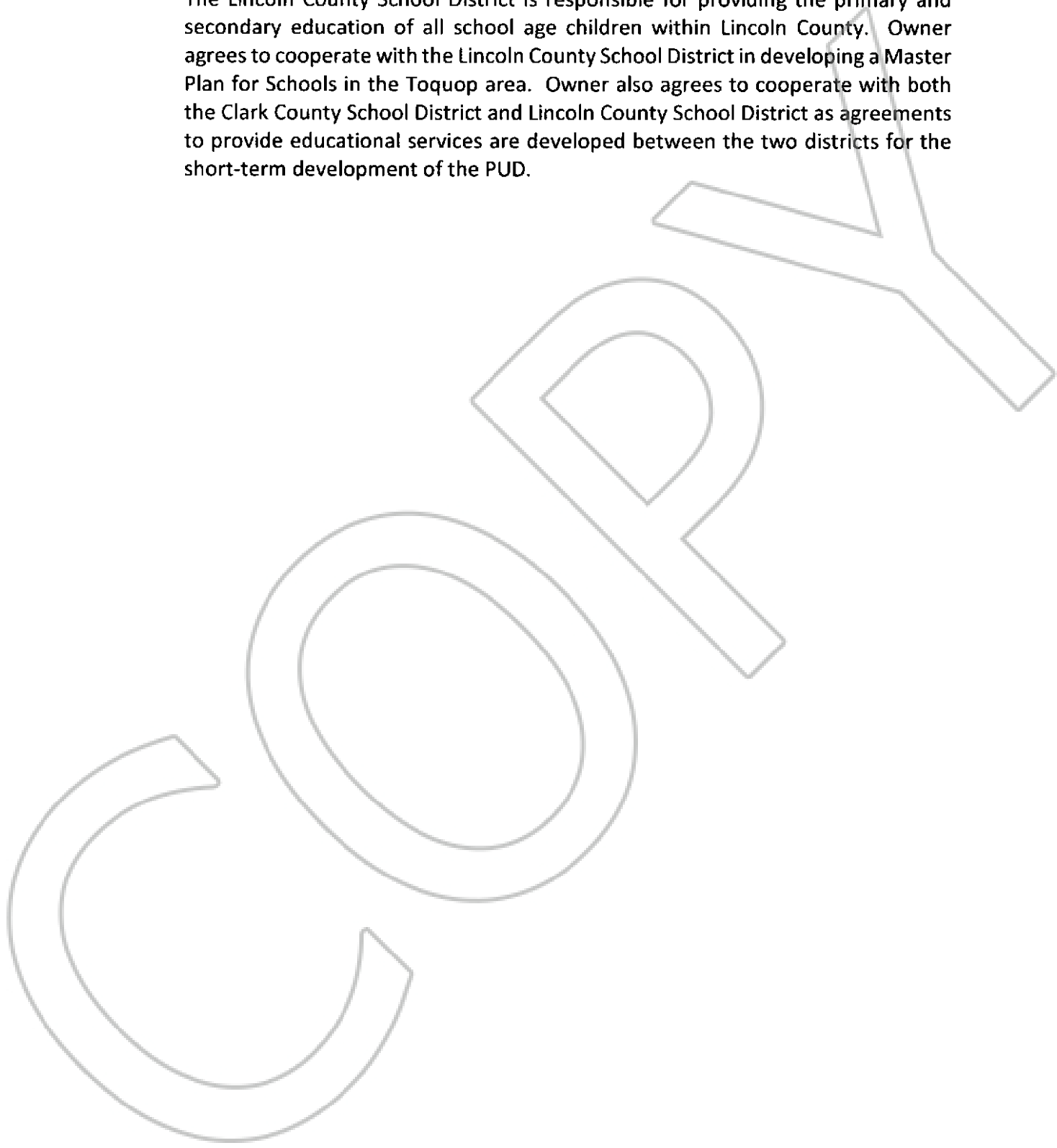
H. Satellite Government Facility.

The County and Owner agree that the Owner will contribute its proportionate share of funds to the public improvement fund created by the Board of Lincoln County Commissioners. Funds will assist in offset of costs to provide a satellite government facility within the Toquop Development.



K. Schools.

The Lincoln County School District is responsible for providing the primary and secondary education of all school age children within Lincoln County. Owner agrees to cooperate with the Lincoln County School District in developing a Master Plan for Schools in the Toquop area. Owner also agrees to cooperate with both the Clark County School District and Lincoln County School District as agreements to provide educational services are developed between the two districts for the short-term development of the PUD.





SECTION 6: REVIEW AND DEFAULT

A. Frequency of Reviews.

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 Applicable Rules. Owner and County agree that the standard review period shall fall twenty-four months following the final approval date of this agreement by the Board of Lincoln County Commissioners and shall continue every twenty-four months accordingly, for the term of the agreement unless amended.

1. Owner shall notify the County with its intent to participate in the compliance review. Owner participation shall be required as part of the review.
2. Prior to the County's compliance review, the County may request the following information from the Owner:
 - a. the total number of residential units built and approved as of the date of the report;
 - b. the total number square footage of nonresidential floor area built and approved as of the date of the report;
 - c. specific densities and nonresidential intensities within each phase and within the Project as a whole;
 - d. status of each public facility obligation assumed by Owner pursuant to this Agreement, including percent completed;
 - e. the status of Project and the anticipated phases of development for the next calendar year; and
 - f. Any transfers of densities requested and approved by the County;
 - g. Status of any conditions of approvals;
 - h. other data or information reasonably necessary for the County to complete its compliance review.
3. Within thirty (30) days of the Owner's receipt of the County's request for information, the Owner will submit all requested information and data in a land use allocation table or other format specified by the Planning Director.
4. All costs incurred by the County to conduct the reviews, shall be borne by the Owner pursuant to the County's adopted fee schedule.



B. Opportunity to be Heard.

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

C. Procedures in the Event of Noncompliance.

1. 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 necessary to correct the noncompliance. Courtesy notices must be made by certified mail. If, after thirty (30) days of the date the courtesy notice is sent, the noncompliance 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 (30) days, the following procedures set out in subsections 2 and 3 shall apply:

2. County Procedures.

- a. 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 Owner of the action taken. County shall give Owner at least ten (10) 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 ten (10) business days are measured from the date of certified mailing of the notice.
- b. 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 its next regularly scheduled meeting.
- c. 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 in any manner rescind, modify, or terminate any vested right in favor of Owner existing or received 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 subsection 10(E) below, to determine whether the Commission abused its discretion in determining whether a default existed and remain uncorrected.

3. Owner Procedures.

- a. Hearing Scheduled. After proper notice and the expiration of the time periods set forth in section 10(C)(1), for correcting the alleged default, Owner 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.
 - b. 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 this subsection 10(E) hereof, to determine whether the Commission abused its discretion in determining whether a default existed and remain uncorrected.
4. 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.
5. Notices. All notices provided for herein this Agreement shall be sent to the addresses provided in Section 3(I) of this Agreement and shall be sent certified mail.

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

Neither party hereunder 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 Subject 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 thereof 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.

E. 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. 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.

F. Applicable Laws.

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



SECTION 7: FINANCING

A. 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 any documents that may be reasonably requested, at the Owner's cost.

1. That County has no lien on the Subject Property as a direct result of this Agreement; and,
2. 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. 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.



SECTION 8: CONFLICTING LAWS

A. 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:

1. 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;
2. 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.

B. County Commission Hearings.

In the event County believes that an amendment to this Agreement is necessary pursuant to this Section 12 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 first above written, as authorized by Ordinance No. ²⁰¹⁴⁻⁰¹ of the Lincoln County Code, to be effective on the 20th day of JUNE, 2014.

COUNTY: BOARD OF COUNTY COMMISSIONERS, LINCOLN COUNTY, NEVADA

By: [Signature]
Chair of Board of County Commissioners
E Edwin Higbee Jr 11/10/2014
Printed Name Date

Attest: [Signature]
County Clerk
Wai Lloyd
Printed Name Date

Owner: BLT Acquisition Group LLC

By: [Signature] 11/25/14
Tim DeRosa, Manager Date

State of Nevada)
) SS
County of Lincoln)



This instrument was acknowledged before me on the 11th day of February, 2015 by:

Owner / Representative Name: _____

Title: _____

Deborah Stanberry

Notary Public

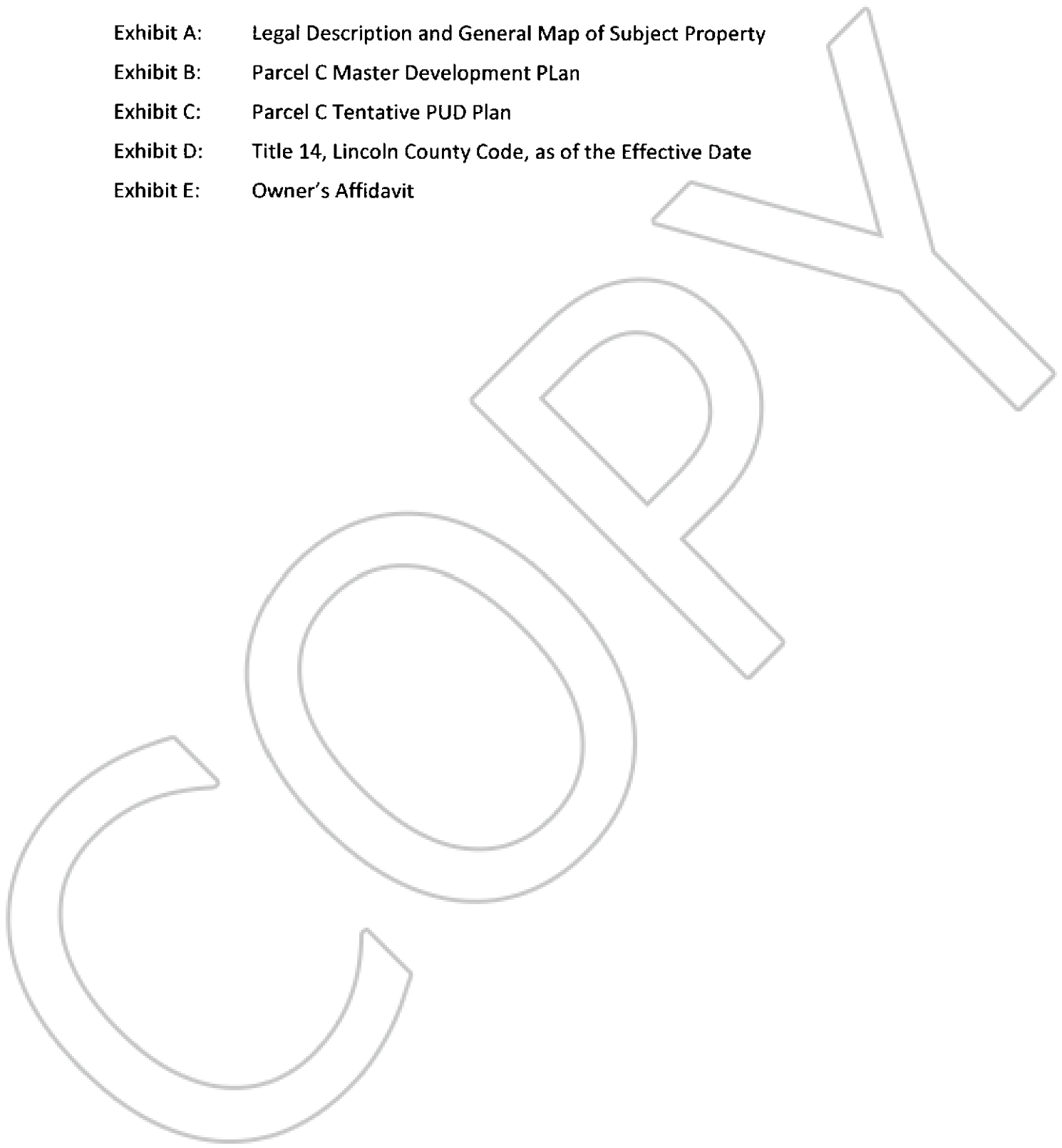


COPY



EXHIBITS

- Exhibit A: Legal Description and General Map of Subject Property
- Exhibit B: Parcel C Master Development Plan
- Exhibit C: Parcel C Tentative PUD Plan
- Exhibit D: Title 14, Lincoln County Code, as of the Effective Date
- Exhibit E: Owner's Affidavit





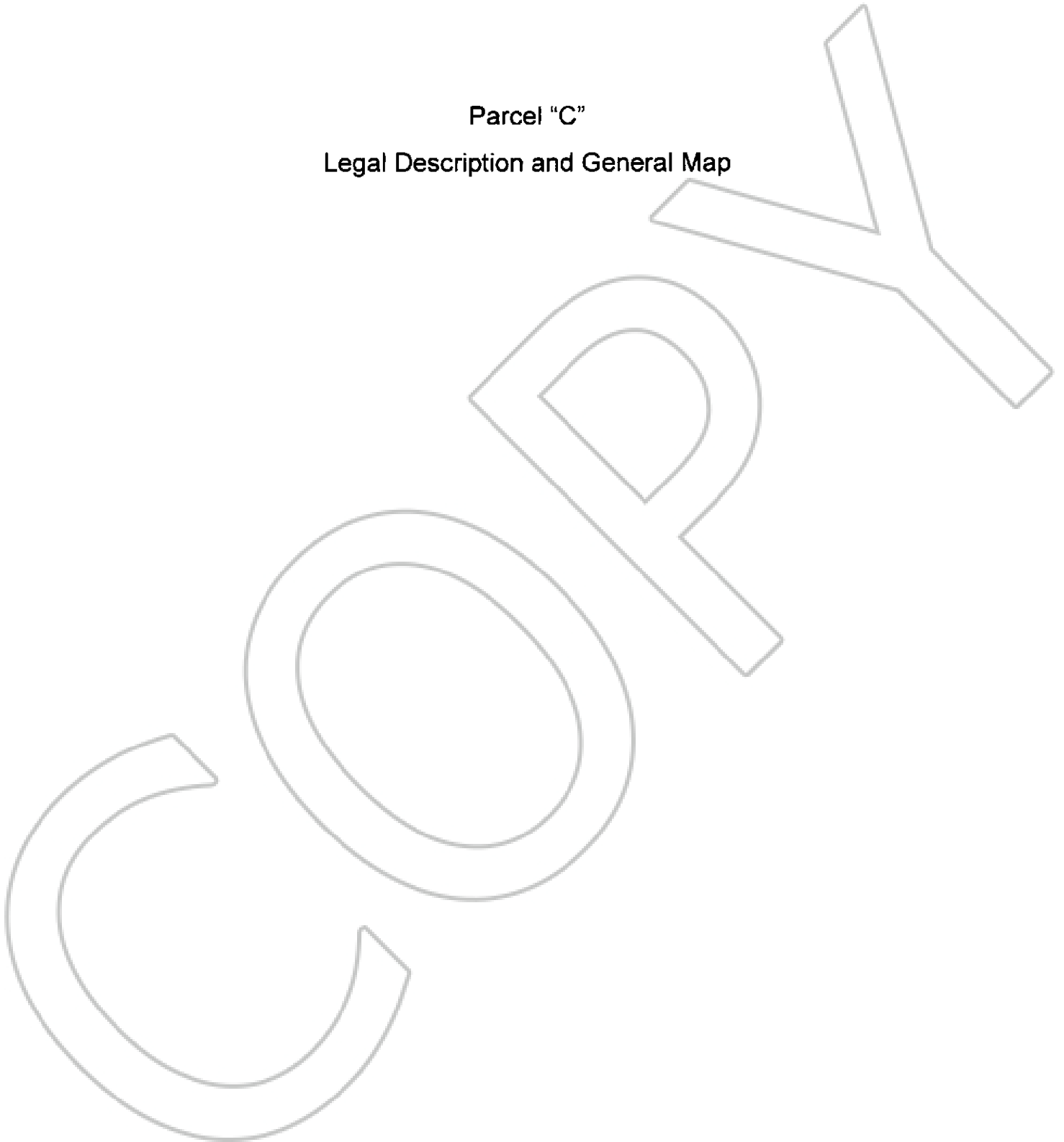
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EXHIBIT A

Parcel "C" Legal Description and General Map



Legal Description for Parcel # 008-261-05

Legal Description	Sect/ Lot	Town/ Block	Range	Acres
US GOVT LOTS 1&3	33			112.220
US GOVT LOT 8	34	12S	71E	
PAT # 27-2004-0004				

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 # 008-261-05

Location	Ownership
Property Location Town Subdivision Lot Block Property Name R71E,T12S, SEC.33 US GOV. LOTS	Assessed Owner Name BLT AQUISITION GROUP LLC Mailing Address 9900 COVINGTON CROSS DR ST 210 LAS VEGAS, NV 89144 Legal Owner Name BLT AQUISITION GROUP LLC Vesting Doc#, Date 124343 04/18/05 Book/Page 200/153 Map Document #s

Description	Appraisal Classifications
Total Acres 112.220 Square Feet 0 Ag Acres .000 W/R Acres .000 Improvements Single-fam Detached 0 Non-dwell Units 0 Bdm/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 Garage Sq Ft 0 Atch/Detch Basement Sq Ft 0 Finished 0	Current Land Use Code 100 Zoning Re-appraisal Group 4 Re-appraisal Year 2013 Orig Constr Year Weighted Year

Assessed Valuation				Taxable Valuation			
Assessed Values	2014-15	2013-14	2012-13	Taxable Values	2014-15	2013-14	2012-13
Land	153,180	153,180	153,180	Land	437,657	437,657	437,657
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	153,180	153,180	153,180	Net Taxable Value	437,657	437,657	437,657
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

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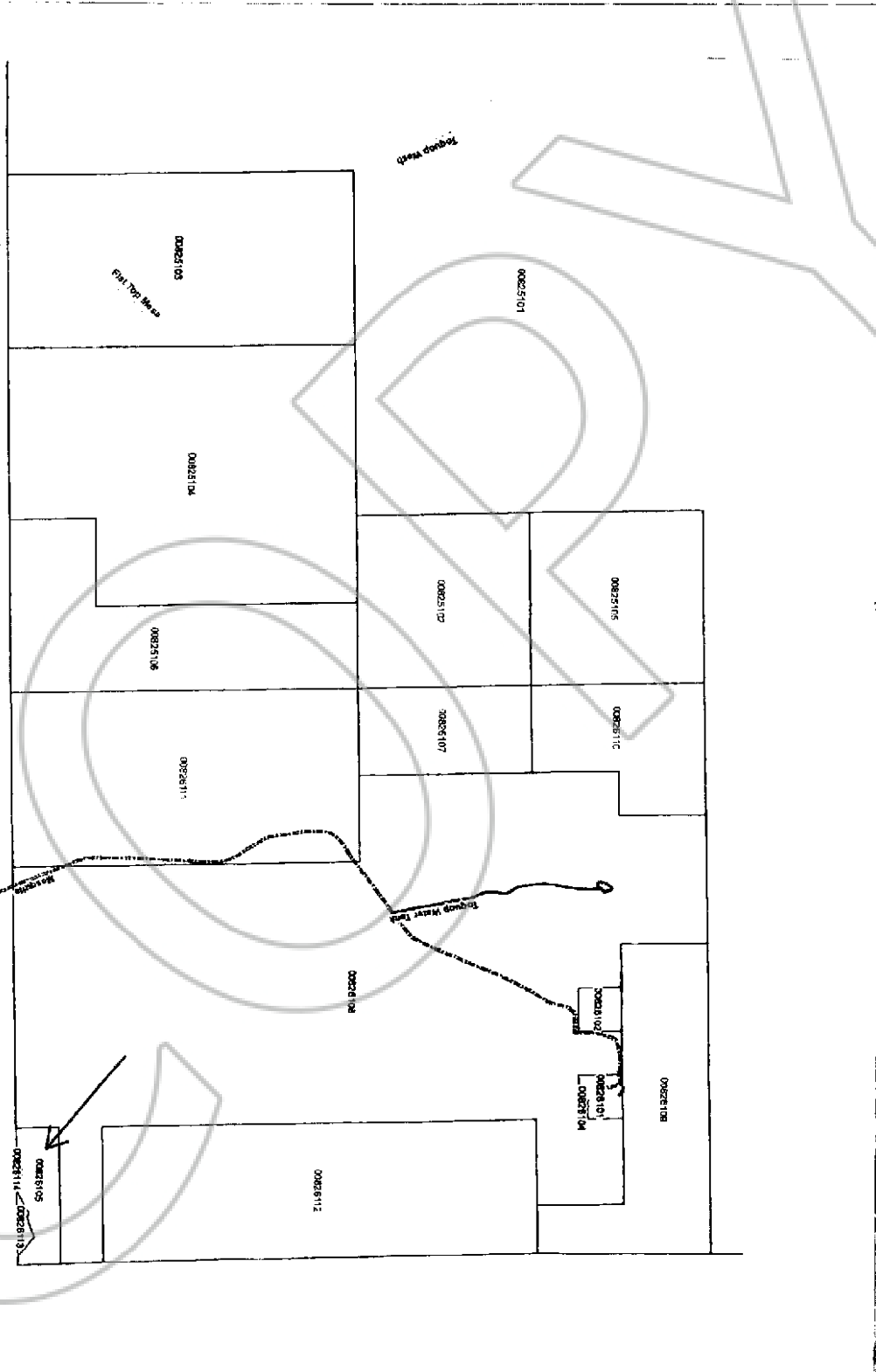


EXHIBIT B

Parcel "C" – Master Development Plan

1. **Planned Unit Development (PUD):** The proposed Development Plan for the Parcel "C" is a single land use category depicted in the Lincoln County Code, Title 14, R-1 for a single family residential development and does not contemplate a phased development with multiple developers requiring the submittal of a PUD for approval.
2. **Lincoln County Master Plan Variation:** No variations anticipated.
3. **Statement of Findings:**
 - A. The proposed Parcel "C" Master Development Plan is for a single use R-1 Residential Zone which is compatible and harmonious with adjacent and existing land uses and potential surrounding development areas.
 - i. The property is located directly north of the Wolf Creek Estates development at the southeast corner of Lincoln County, adjacent to the Arizona-Nevada border. Wolf Creek Estates is an existing Master Planned 767-acre community located within the City of Mesquite and is currently zoned for single family residential use.
 - ii. Directly to the north and west of the property within Lincoln County is the proposed Lincoln Highlands Master Planned Development. Lincoln Highlands is a mixed use PUD of over 5000 acres and has a PUD approval for a "Village Concept" that does not define specific locations of the proposed land uses but rather provides a percentage of land uses and intensities.
 - B. The proposal to develop the property as a Single Family Residential Development is in keeping with the overall general prosperity, health, safety and welfare of the local area.
 - C. The proposal to develop is for a single residential land use.
 - D. Due to the subject property's relative small size, a Single Use Residential Development is in harmony with the overall concept planning for the adjacent 5000-acre Lincoln Highlands PUD and the overall Toquop Planning Area.
 - E. Given the property's close proximity to the City of Mesquite and corresponding access to public infrastructure, the project is ideally suited for immediate development.
 - F. Contribution to public facilities, utilities and infrastructure will be proportionate to the corresponding demand imposed by the development. Accordingly, the Development Agreement anticipates the need for interim public services from the City of Mesquite and the Virgin Valley Water District to be provided to the property through inter-local agreements with the respective agencies while maintaining the obligation to participate on the proportionate basis for future permanent public services to be provided by Lincoln County and the Lincoln County Water District.
 - G. The proposed Master Development Plan will incorporate the minimum 25% Open Space per Title 14 of the Lincoln County Code, creating an adequate balance of the proposed low density residential land use and natural canyons and trails for recreational opportunities.



EXHIBIT C

Parcel "C" – Tentative PUD Plan

The proposed Single Use Master Development Plan encompassing approximately 112 acres does not warrant all the requirements set forth in the Lincoln County Code, Title 14-4-2 for a Planned Unit Development, (PUD). Accordingly, the application provides a concise description of the submittal requirements supporting the R-1 land use designation request.

- A. Justification Letter: This application is in keeping with the County's PUD Master Plan designation. However, the proposed Master Development Plan does not contemplate the need for a phased, mixed use PUD request, but rather a single land use designation, (R-1).
- B. Statement of Purpose: The relatively small size and location of the property does not lend itself to a PUD designation. This application is for approval to proceed with development of the property as a single family residential development in accordance with the development and zoning requirements of Title 13 and 14 of the Lincoln County Code.
- C. Schedule: Due to the lack of multiple phases, no development schedule is provided.
- D. Land Use Plan: The proposed development contemplates a single R-1 land use for the entire property. Thus, a single land use plan is impractical. The following addresses each land use component:
 - 1) Arterial, collector, local public and private streets: All roads are anticipated to be private residential collector and non-collector roads.
 - 2) Open Space, (private and public): A minimum of 25% of the property's gross acreage, or about 30 acres will be preserved as natural or developed open space, and could include trails, natural areas or flood control facilities.
 - 3) Parks, Trails and recreational facilities: No public or private parks are anticipated. However, the owner will contribute proportionately to future public park development benefitting the property. Natural trails are anticipated within the designated open space of the property.
 - 4) Pedestrian Access Ways and Trails: Connectivity to an overall County trail system shall be provided.
 - 5) Residential Subdivisions: The proposal is for Single Land Use, R-1 Residential Development which utilize ¼-acre lots.
 - 6) Residential Land Use Stratification: Single Land Use, R-1 Residential.
 - 7) Commercial Districts: None anticipated
 - 8) Industrial Districts: None anticipated
 - 9) Other Public Areas: None anticipated
 - 10) Public Emergency Infrastructure Facilities: None anticipated. Owner will contribute proportionately to future public emergency facility improvements through the County public facility funding mechanism. Interim public emergency services anticipated to be provided by the City of Mesquite through inter-local agreements with Lincoln County.
 - 11) Golf/Resort/Casino Districts: None anticipated.
- E. Ratio of Residential to Non-Residential Use: Minimum 25% open space while remainder is of R-1 designation.
- F. Legal Description: See Exhibit A.



G. Owner's Name and Address: See Development Agreement application.

Other items listed in the Lincoln County Code, Title 14-4-2 may be required as part of tentative PUD map submittal process for approval or other terms listed within the Development Agreement.





EXHIBIT D

Lincoln County Code, Title 14

Chapter 1

PLANNED UNIT DEVELOPMENT

14-1-1: PURPOSE:

14-1-2: APPLICABILITY AND AUTHORITY:

14-1-1: PURPOSE:

- A. Create, enhance and foster public health, safety and general welfare in the area known as the Lincoln County land act area (Toquop township). Ensure that this undeveloped area of over thirteen thousand (13,000) acres that is located far from existing county services and facilities is planned appropriately as a region considering limited county resources, surrounding land uses and jurisdictions and lack of infrastructure in the area. This region is to be developed to provide for high quality public services that complement existing services throughout the county.
- B. Ensure that development in the Toquop planning area provides for a positive benefit to the county tax base (as described in the fiscal impact report) capable of sustaining long term growth.
- C. Encourage innovations in residential, commercial and industrial development so that the Toquop area provides unsurpassed opportunities for housing, education, recreation, shopping and employment for Lincoln County residents.
- D. The general intent for the Toquop area is to create an ideal, safe, and healthy community and environment where people can live, work, and play to the fullest extent. Goals will include traditional village designs, providing for a market driven mixture of development, incorporating multiple lifestyle concepts to maximize absorption rates and planning flexibility for the developer and planning and support certainty for public services and facilities.
- E. Provide for harmonious selection of uses and groupings of buildings, parking areas, circulation and open spaces. Design and development standards are set forth within this title and are intended to act as a minimal rule for all development in the area. Proposing elements beyond these standards is highly encouraged (examples: more landscaping than minimum standards is always desirable, more community protection facilities than required, etc.).
- F. Provide for an integrated community system including trails and extensive pedestrian/bikeway systems, and locations for future mass transit facilities encouraging public access to areas throughout Toquop without the use of a car. Parking requirements will meet specific land use needs. Developers will be asked to incorporate features such as trails, pathways, cart paths, bike facilities and future transit locations to reduce dependence on automobiles.
- G. Encourage conservation of natural resources (including known water resources) and protection of air quality through the encouragement of home occupations and mixed use zoning to reduce vehicle trips, planning for mass transit and alternative transportation, limiting turf landscaping to reduce water usage, protection of the natural landscape by minimizing the amount of grading and anchoring neighborhoods and roadways with existing topographical features to reduce erosion and ground disturbance.
- H. Maintain consistency with the policies and goals of the Lincoln County master plan, water plan and the public land policy plan.
- I. Provide for orderly development of the Toquop township planning area and to promote high quality development and supporting service for its residents including work force housing options. (Ord. 2007-01, 3-5-2007)

14-1-2: APPLICABILITY AND AUTHORITY:



- A. Tentative Approval: Per Nevada Revised Statutes 278A, an application for tentative approval of the plan for a planned unit development must be filed with the county by or on behalf of the landowner (see chapter 4 of this title for submittal requirements) and the administration of the planned unit development be consistent with the provisions set out in Nevada Revised Statutes 278A and this title.
- B. Suspension And Revocation: Upon violation of any applicable provision of this title or upon failure to comply with conditions, the PUD approval shall be suspended and shall be subject to revocation upon notification to the owner of the subject property.
- C. Approval: A PUD approval pursuant to these provisions shall run with the land and shall continue to be valid upon a change of ownership of the site or structure, which was the subject of the application.
- D. Conformance With Title: Any proposed master development plan submitted for review by the county for development in the Toquop township planning area must be in substantial conformance with this title, including land use districts described in this title and allowed uses. Any proposed modifications must be outlined in a development agreement and described in the master development plan in a deviations document. (Ord. 2007-01, 3-5-2007)

Chapter 2
ZONING DISTRICTS

14-2-1: DISTRICTS ENUMERATED:

14-2-1: DISTRICTS ENUMERATED:

- A. Density for each master parcel within Toquop shall not exceed 3.3 residential units per acre. Residential PUDs must be primarily residential with no more than twenty percent (20%) of total area in commercial uses.
- B. Commercial PUDs must be predominately commercial uses with no more than five percent (5%) of total area in residential uses. Residential density cannot exceed eight (8) units per acre in the residential portion.
- C. Industrial PUDs must be predominately industrial and commercial with no more than five percent (5%) of total area in residential uses. Residential density cannot exceed eight (8) units per acre in the residential portion.

District Name	Abbreviation	Units/Acre Or Intensity Of Use	Minimum Lot Size "Square Feet" Or PUD Size In Acres	Types Of Uses Allowed
Rural estates	R-E	1		Residential only and those uses accessory to the primary use
Rural residential	R-3	2	15,000	Residential only and those uses accessory to the primary use
Single-family	R-1	4	6,000	Residential only and those uses accessory to the primary use
Single-family	R-1a	10	4,500	Residential only and those uses accessory to the primary use
Medium residential	R-M	16	Attached units	



High residential	R-H	26	Attached units	Special use permit required
Commercial/ professional	C-P			Offices only, no retail services
Limited commercial	C-1		10 acre PUD	Transitional use to C-2, can abut neighborhoods, single story only
General commercial	C-2		10 acre PUD	Cannot abut single-family neighborhoods
Mixed use residential/commercial	X-U			Commercial on first floor only
Industrial	M-1	Light use	10 acre PUD	Industrial, residential up to 5 percent
	M-2	Heavy use	10 acre PUD	
Hotel/resort	H-1			Resort only; no casino permitted
	H-2			Resort/casino; casino permitted
Public facility	PF	Heavy use with special use permit	5 acres	Includes schools, government offices, emergency services and public facilities
Open space	O-S			May include public golf courses up to 25 percent total OS area
Park	P	Uses per title		Parks and allowable facilities
Agricultural	A-3	5-10		May include interim agricultural uses

(Ord. 2007-01, 3-5-2007)

Chapter 3

MINIMUM STANDARDS OF DESIGN

14-3-1: MINIMUM STANDARDS:

14-3-2: OWNERSHIP:

14-3-3: MINIMUM SITE/DEDICATIONS:

14-3-4: ENCOURAGING DEVELOPMENT:

14-3-5: RESIDENTIAL DENSITY:

14-3-6: ARCHITECTURAL STYLE; APPEARANCE:

14-3-7: STREETS, UTILITIES AND FACILITIES:

14-3-8: CONFORMANCE TO CODES:

14-3-9: COORDINATION OF ALL DEVELOPMENT:

14-3-10: DEVELOPMENT AGREEMENTS:

14-3-11: EXTENSION OF INFRASTRUCTURE INTO UNDEVELOPED OR UNDERDEVELOPED AREAS:

14-3-1: MINIMUM STANDARDS:

Nevada Revised Statutes 278A sets forth minimum standards of design for all PUDs, which must be met. This



chapter includes standards for the Toquop township planning area which may be more restrictive. (Ord. 2007-01, 3-5-2007)

14-3-2: OWNERSHIP:

The tract shall be a development of land under unified control at the time of a master development plan application and planned and scheduled to be developed as a whole. Subsequent land divisions (including all maps), developments and ownership changes shall refer back to the original parcel A-J as the parent parcel. (Ord. 2007-01, 3-5-2007)

14-3-3: MINIMUM SITE/DEDICATIONS:

The minimum total PUD shall be no less than ten (10) acres for commercial/industrial uses. These uses must be coordinated with a larger master PUD of no less than one hundred (100) acres. A minimum of twenty five percent (25%) of gross PUD area will be required for public facilities, parks and open space. (Ord. 2007-01, 3-5-2007)

14-3-4: ENCOURAGING DEVELOPMENT:

The use of the PUD concept will encourage the best use of all property within the Toquop planning area including the protection of sensitive areas while encouraging varying levels of uses and intensities where appropriate. (Ord. 2007-01, 3-5-2007)

14-3-5: RESIDENTIAL DENSITY:

Residential development in a master development plan shall provide for a variety of housing types and design allowed in any of the residential zoning districts. While overall residential density is limited to 3.3 units per acre, the number of dwelling units allowed may be flexible from parcel to parcel. Densities in a tentative PUD shall consider increased efficiency in the provision of public facilities and services based upon such factors as: location, amount and proposed use of common open space, retention of slopes, natural drainages, water usage, internal connectivity of roadways and paths, design and type of dwelling units, physical characteristics of the site, site design and landscaping. (Ord. 2007-01, 3-5-2007)

14-3-6: ARCHITECTURAL STYLE; APPEARANCE:

The overall appearance and compatibility of individual buildings to other site elements or to surrounding development will be of high consideration during PUD review by the commission, however, unique architectural styles that enhance the community are encouraged through design handbooks or CC&Rs. Public facilities, signage (provided by the developer) and siting will be developed to the same style and/or village theme as the adjacent development. Design handbooks may be submitted for each project which set forth more specific and restrictive guidelines for development. (Ord. 2007-01, 3-5-2007)

14-3-7: STREETS, UTILITIES AND FACILITIES:

The uniqueness of each proposal for a PUD may allow design specifications and standards for streets, utilities and services to be subject to minor modifications of the specifications and standards established in this title and other county ordinances governing their construction. The plans and profiles of all streets, utilities and services shall be reviewed, modified if necessary and approved by the county per adopted standards prior to the final approval of the PUD. All PUDs shall be served by public or community water and sewer systems versus private wells or septic systems. (Ord. 2007-01, 3-5-2007)

14-3-8: CONFORMANCE TO CODES:

All planned unit developments and related development and uses in the Toquop township must conform to the standards and uses listed in this title and other applicable titles of this code and conform to the current Lincoln County master plan. (Ord. 2007-01, 3-5-2007)



14-3-9: COORDINATION OF ALL DEVELOPMENT:

All developers/owners within the Toquop planning area should coordinate planning and funding efforts for the development of roadways, utility corridors, provision of public services and facilities, layout of land uses, connections for roads, trails and open space, protection of significant landscape features, planning for emergency services and protection of floodplains. Lincoln County may require bonding (see section 14-4-4 of this title) or assess impact fees for development prorated per acre, dwelling unit or square footage to reimburse a pooled fund held by the county or designated group for regional engineering studies related to: drainage, transportation, utilities, geotechnical, off site roadway improvements, 911 system, technology services or other public facilities necessary for the overall development of the Toquop township planning area. (Ord. 2007-01, 3-5-2007)

14-3-10: DEVELOPMENT AGREEMENTS:

Development agreements will be required by Lincoln County in the Toquop planning area to determine both financial and public service commitments of both the developer and the county. This will ensure an orderly and coordinated development and to provide the public services to appropriate stages of the project.

These agreements will also outline cost sharing mechanisms that are equitable, proportionate and reimbursable for all property owners/developers for necessary development costs and impacts to county operations in the Toquop township planning area and for infrastructure and specific public facilities as it relates to its proportional share of the overall development of the Toquop planning area. (Ord. 2007-01, 3-5-2007)

14-3-11: EXTENSION OF INFRASTRUCTURE INTO UNDEVELOPED OR UNDERDEVELOPED AREAS:

Analysis by Lincoln County to construct infrastructure in undeveloped areas shall include the following:

- A. Lincoln County may require an analysis, recovery of costs for planning, engineering and related studies to construct infrastructure in an area which is relatively undeveloped and which is likely to become developed ensuring goals set forth in the county master plan.
- B. The analysis of the cost to construct infrastructure in an area that is relatively undeveloped must include, without limitation:
 1. A precise description of the area, either in the form of a legal description or by reference to roadways, lakes and waterways, railroads or similar landmarks, and township, county, city or state boundaries. It shall also include the proximity of the area to other developed areas that are currently served by Lincoln County services or other jurisdictions and/or infrastructure and the ability of the county to provide for such services/facilities.
 2. An estimate of the expected total population of the area when the land becomes fully developed and cumulative impacts to proposed systems upon full build-out.
 3. An assessment of the infrastructure and public services that will be necessary to support the area when it becomes fully developed in accordance with master plan policies or zoning ordinance provisions adopted by the governing body and for adjacent jurisdictions.
 4. A plan for the development of the infrastructure which includes, without limitation:
 - a. Any minimum requirements for the development of infrastructure that have been determined by the county commission or regional transportation commission;
 - b. A plan to meet the anticipated creation, operation and maintenance needs of the area for police and fire protection, parks, roads, regional transportation and flood control facilities when the land becomes fully developed;
 - c. An estimate of the date on which each phase of the development will occur including the ratio of residential, commercial and industrial uses;



- d. The manner in which the plan for the development of the infrastructure will be implemented;
 - e. Any interim or long term transportation or drainage infrastructure plans;
 - f. An economic analysis of the cost to plan, fund, fully develop and maintain the infrastructure for the area; including both on site or off site improvements required;
 - g. Any necessary predevelopment fees, bonding measures, reimbursement methods and provisions for a fund held by the county and provided by the developers to administer such studies, including administrative fees and interest;
 - h. Any fees or other cost recovery methods will be based upon planning and engineering studies for areawide infrastructure improvements reasonably related and beneficial to the particular development seeking approval; and
 - i. Updates to any capital improvement plans for the county.
5. The governing body may, if it finds that the analysis of the projected need and associated funding strategies for infrastructure planning is consistent with the Lincoln County master plan and will meet the purpose of this title, and will not conflict with adjacent roadway plans, approve the analysis by ordinance and require such findings to be part of a master plan amendment, development agreement or any amendments to either document.
6. Any related fees for undertaking regional studies may be collected through a development agreement, application or impact fees, or paid by a dedicated county fund with contributions made by the developers or the county. Dedicated facilities provided by the developer through a development agreement will not be credited per this section (preliminary studies) but may be considered reimbursable for other public needs provided to the county in the development agreement. Fees recovered using public expenditures may include interest and administrative costs.
7. The governing body shall provide the necessary copies of the analysis to the regional transportation commission, capital improvement committee and planning commission for review and information.

C. Lincoln County is authorized to negotiate master development agreements to carry out plans for infrastructure.

- 1. Lincoln County may carry out the planning for infrastructure by negotiating terms as part of a development agreement, retaining consultants for studies for regional improvements in order for the Toquop area to be developed in a coordinated manner.
- 2. As used in this section, "master development agreement" means a written agreement:
 - a. Between a governing body and a person(s) who has a legal or equitable interest in land that is entered into upon the application of the person who wishes to develop that land;
 - b. To enable the governing body to distribute equitably the costs to develop infrastructure for an area of land that is largely undeveloped;
 - c. That is based on an analysis of the need for infrastructure based on a capital improvements plan or construction/phasing plan for a planned unit development; and
 - d. That will impose fees on a "proportional" basis to owners where a "nexus" exists between the proposal development and the impact to public systems or public safety.

D. Analysis for regional planning and engineering studies for the entire Toquop township planning area may be required before the county may approve a development agreement for master development plan. An analysis will be done to determine the types of studies to be considered in a regional study, any potential impact fees or development agreement fees, the cost sharing and reimbursement provisions necessary, and the development of a dedicated fund whereas Lincoln County will serve as the trustee. (Ord. 2007-01, 3-5-2007)



Chapter 4

DEVELOPMENT APPLICATION PROCEDURES

14-4-1: DEVELOPMENT APPLICATION PROCESS:

14-4-2: TENTATIVE PUD PLAN SUBMITTAL:

14-4-3: PUD FINAL PLAN APPROVAL:

14-4-4: FEES:

14-4-1: DEVELOPMENT APPLICATION PROCESS:

A. Filing Application; Conference: An application for master development plan must be filed with the county by the landowner or on behalf of the owner in accordance with Nevada Revised Statutes 278A. A presubmittal conference is required between these parties. All land divisions for any approved uses/structures in the Toquop planning area will be required to follow the PUD process listed in Nevada Revised Statutes 278A, this title and title 13 of this code where applicable.

B. Application Fee: A nonrefundable fee established by the Lincoln County planning fee schedule for the review, consideration, and approval/denial or conditioning of an application for all stages of a PUD plan approval is required.

C. Other County Reviews: Any special use permit or variance requests made as a part of the planned unit development must be submitted concurrently for review with the tentative PUD plan. Separate fees will apply.

D. Mandatory Presubmittal Conference: Prior to submittal of a master development plan application, a presubmittal conference application must be filed, with the planning director, by the owner and be accompanied by the presubmittal conference fee required in this chapter.

1. A presubmittal conference will then be scheduled by the planning director to be held within sixty (60) working days of the application filing.
2. The presubmittal conference will be held with the owner (or an authorized representative), planning director, one county commissioner, county manager, additional staff as required, including staff from other affected agencies or jurisdictions that may have an interest in the tentative PUD plan.
3. The purpose of the presubmittal conference is to discuss the proposed tentative plan and review submittal requirements. No decisions will be rendered or actions taken.

E. Master Plan Amendment Application:

1. Master plan amendments for a PUD area will be required prior to the approval of a development agreement.
2. Applicants will need to demonstrate that development agreement and master development plan proposal are in conformance with the adopted master plan. This may require an amendment to the master plan and/or master plan map, the submission of an area/specific plan and findings to support the planned development request.

F. Development Agreement Application:

1. An overall master development plan may require a concurrent submission of a development agreement. Such agreements may require plans or studies listed as requirements of this title or deemed necessary for the development agreement to fulfill the overall intent of this title and the county master plan.



2. Preapplication meetings will be required with developers to identify necessary submittal components of the development agreement.
3. The development agreement materials will be reviewed by Lincoln County within thirty (30) days after submission. A letter of completeness will be provided to the applicant stating any inadequacies.
4. The applicant will have thirty (30) days to respond.
5. Once an application is determined to be complete, or further materials are not provided by the applicant, a public hearing will be scheduled for review by the planning commission. Any incomplete applications will be recommended to the planning commission for denial.
6. Planning commission will be provided a recommendation by staff and have up to thirty (30) days to forward a recommendation to the county commission. Continuances may be requested by the applicant or the county for a period of up to sixty (60) days.
7. The Lincoln County board of commissioners will have final authority on any proposed development agreements. Development agreements will be adopted by ordinance.
8. Fees for review of development agreements, PUDs and master plan amendments are determined by the county commission and described in the county planning fee schedule.
9. Development agreements may require timing thresholds for the submission of materials set forth in master development plan applications for larger studies or those requiring a greater degree of coordination with adjacent parcels (A-J). All master development plan application materials must be submitted within a time specified in the development agreement and prior to a division of large parcels.
10. The items in the following subsections of this chapter may be submitted in accordance with subsection F9 of this section: 14-4-201, O2, O3, O4, O10, O12, O16.
11. A synopsis must be required for items listed in subsection F10 of this section for the master development plan application that describes the preliminary issues known at the time of application and the approach being taken to provide detailed information to meet application completeness.

G. Master Development Plan Application:

1. For any planned unit development to be developed in multiple phases/or with multiple developers a master development plan will be required for review and adoption concurrently with a development agreement (if not already included with the development agreement) and prior to the submission of the first tentative PUD proposal or land division. The application submittal requirements for master development plan are listed in section 14-4-2 of this chapter in italics.
2. Variations of this approval for standards may be approved by the planning director for up to ten percent (10%) of density and area allocations allowed in the master development plan. Modifications greater than ten percent (10%) will require a full review under this and other applicable sections.
3. Design handbooks may be submitted concurrently with development agreements to provide more detail for development types and improve the village concept. A deviations document must be submitted with a master development plan indicating comparable sections of this title to any proposed modifications of this title (with justification) being requested as part of the development agreement.
4. The master development plan for the proposed development shall include findings to satisfy the following expectations:
 - a. Is compatible and harmonious with adjacent existing land uses and potential surrounding development areas.



- b. Protects the general prosperity, health, safety and welfare of the community.
- c. Demonstrates a proportional provision of public services, utilities and infrastructure based on potential build-out of parent parcel.
- d. Describes how the proposed development will be designed and operate in conjunction with the overall Toquop area.
- e. Avoids premature or inappropriate development.
- f. Provides adequate infrastructure, public facilities, interim funding and public services as required in the development agreement.
- g. Ensures an orderly and creative arrangement of land uses, including hillside areas, compatible with the village type proposed, that may include a variety of housing types, commercial services, employment and recreational opportunities, and common open space areas for recreational purposes, or any combination thereof, designed to achieve a balanced integration of economic, housing, and recreational opportunities within the overall planning area.

H. Subdivision Of Master Development Plan Parcels:

1. Parcels to be divided prior to sale from parent parcels A-J will be required to submit a map of large parcels for review.
2. All requirements listed in title 13 of this code will be followed in addition to any requirements set forth in approved development agreements for the master parcels.
3. Tentative maps will require the identification/dedication of roadways, trail networks, parks, public facilities, funding for regional studies per section 14-3-11 of this chapter, or other planning elements to enable the Toquop township to function as one planned area. (Ord. 2007-01, 3-5-2007)

14-4-2: TENTATIVE PUD PLAN SUBMITTAL:

Submittal of a PUD application will require the applicant to disclose and include the following. Items italicized will be required for both the conceptual and tentative PUD application.

- A. *Justification Letter: Letter addressing the request to vary to current zoning district(s) of the area and to allow a planned unit development.*
- B. *Statement: A statement of the purpose and objectives of the PUD. Overview of setting and existing conditions and why land use conditions justify a PUD.*
- C. *Schedule: In the case of a plan which proposes the development of a planned unit development in multiple sections, or over a period of years, a schedule of proposed times for the submittal of final plans for each section shall be provided.*
- D. *Land Use Plan: Type, density, and proposed land uses of the land to be developed (including a computation table showing all proposed land use allocations in acres and percent of total site area) and proposed allocations of land use expressed as a percentage of the total area and in acres. This land use plan will outline general land uses that are proposed major roadway alignment and trails. Uses to be indicated include:*
 1. *Arterial, collector, local, public and private streets.*
 2. *Open space (public and private).*
 3. *Parks, trails and plan per section and recreation facilities.*
 4. *Pedestrian accessways and trails.*



5. Residential subdivisions.
 6. A stratification of residential uses in terms of single-family detached units, patio homes, townhouses, garden apartments, etc.
 7. Commercial districts, ratio to other uses. Number of proposed units for commercial districts.
 8. Industrial uses (if appropriate) shall be reviewed through a special use permit.
 9. Other public use areas, including schools, golf courses and utilities.
 10. Public emergency infrastructure facilities.
 11. Golf/resort/casino districts and acreages.
- E. Residential To Nonresidential: The ratio of residential to nonresidential use.
- F. Legal: Location, size, property boundaries, and legal description of parcel (indicating gross area).
- G. Name And Address: Name and address of record owner, architect, engineer, surveyor, planner and contractor known at the time of filing.
- H. Drawings: Minimum twenty four inch by thirty six inch (24" x 36") drawings providing date, north arrow and scale (a scale of not less than 1 inch equals 20 feet).
- I. Digital Format: All maps and documents are to be furnished in a digital format acceptable to Lincoln County for conceptual, tentative and final maps.
- J. Vicinity Map: A vicinity map at a scale of not less than one inch equals two thousand feet (1" = 2,000').
- K. Location Map: Map showing surrounding land uses and traffic circulation patterns.
- L. Address Map: Address map illustrating proposed addresses based on county addressing system ordinance, policy and grid. All private street names will be signed according to Nevada Revised Statutes 278A.360. Major arterial names shall continue from adjacent jurisdictions and be delineated based on a directional prefix.
- M. Site Conditions: An analysis of the existing site conditions which indicates topographic contours with intervals of no more than two feet (2'), to a distance of one hundred feet (100') beyond the property boundary, location and extent of major vegetative cover (if any), grade considerations, existing drainage and flood patterns and special flood hazard zones, areas of fissuring and/or subsidence.
- N. Aesthetics: Approximate height, bulk, and location of all buildings and other structures as well as architectural features and exterior materials planned.
- O. Reports: Technical reports including the following:
1. Water supply report indicating the quantity of water demanded during, and after, its construction, estimated by applying a demand factor established by the provider of water service, or an equivalent calculation, to the number of units that will be created, and the gross acreage that will be occupied by the project. Water consumption by irrigation, commercial use and industrial operation water use of the PUD must also be described. Water plans will include reservoirs as needed for supply and emergency storage.
 2. A conservation plan for water must be attached describing the measures to be utilized to maximize the use and reuse of water resources. Report must be accompanied by a statement from the Lincoln County water district or other approved water purveyor verifying an adequate supply of water for the project. Water treatment overview with



proposed treatment, methods and operations will be discussed. A plan for water distribution and delivery shall also be provided outlining how water will be distributed to the entire Toquop area and within the subject area. Any proposed split piping systems need to be outlined with this point.

3. Wastewater treatment report indicating the quantity of sewage effluent generated, estimated by applying a sewage generation factor established by the provider of sewer service, or an equivalent calculation, to the number of units or area of indoor floor space that will be created. If there is no provider of sewer service available, submittal of a plan for this service to be provided is required. Average daily flows from all proposed land uses will be provided. If transitional treatment systems are proposed, then those bench marks will be outlined to build-out of area. Service plans will be provided by the applicant for interim and long term service. Water reclamation methods and water quality measures will be provided.
4. Geotechnical report outlining major geological conditions on the site including soils report, fault zones and other hazard areas as related to the proposed development. The report will delineate proposed impact mitigation measures considered by the applicant to be adequate to alleviate adverse geologic hazards and adverse subsurface soil and ground water. Report should specifically address extent and nature of any existing and proposed fill on the site, extent of new fill and compaction measures proposed, stability of existing and recontoured sloping ground, suitability of the land (or recontoured land where earthworks are proposed) for the foundations of buildings, roads and services, in terms of strength and settlement, and details of any earth retaining structures proposed as part of the subdivision.
5. Fire protection and emergency services report indicating that there is an adequate supply of water for fire protection as required by section 903.2 of the latest adopted uniform fire code and that the existing water delivery facilities are sufficient to provide adequate fire protection. Also indicate planned emergency management facilities, number of stations and substations to meet required mileage radius. (See section 14-5-19 of this title.)
6. Police service report indicating number of square feet for single-family, multi-family, commercial, industrial and hotel/casino uses, identification of any security measures proposed to be provided for the project by the applicant, and the distance from the site to where the nearest police services are provided, including facilities that are planned but not yet constructed. (See section 14-5-19 of this title.)
7. Educational services plan including the following:
 - a. A program for estimating the number of school age children (elementary through high school) which will live in the proposed development and the data that developers will provide in the biannual development agreement review regarding the current capacity of or need for the public schools that will provide educational services to the area and the existing and planned capacities of schools.
 - b. A site plan showing the size and location of school sites using the acreages and school capacity limits found in the development agreement. Plan will also indicate safe pedestrian routes for schoolchildren to and from residential areas, locations for school bus fleet yards, a description of siting for all school sites in the conceptual map that will provide the safest location and access for students based on the roadway system, residential areas, commercial development and other complementary and detrimental uses.
 - c. A letter of approval from the board of trustees of the Lincoln County School District.
 - d. A provision of service, acreages and siting meeting national standards per capita.
8. Fiscal impact report providing an estimate of the economic benefit for Lincoln County including:
 - a. Analysis of county tax base (all sources) on an annual basis based on proposed development up to twenty five (25) years. Description and analysis of the proposed development and outlined land uses and their relationship to county departments, workloads and the ability of expected revenues to sustain and expand public services/utilities for the term of the development agreement. The expected property tax revenues from the proposed development should be examined and analysis provided based on recent property tax limits.
- (1) General fund services including: law enforcement, juvenile probation, adult detention, cooperative extension, judicial (district attorney, public defender, district and justice courts), and general government (clerk/registrar of voters, recorder, treasurer, grants, auditor, assessor, and buildings and grounds, planning, roads, parks and recreation,



public works, public health, surveyor, GIS, information technology, emergency management) as well as costs of construction and leasing of offices for additional public sector employees;

- (2) Museum and library funds including operating costs for the library department;*
 - (3) Capital projects fund including the costs of construction of a library, a police substation and a jail;*
 - (4) Hospital district fund including costs associated with construction and operation of a community clinic;*
 - (5) Regional development fund;*
 - (6) Transportation fund; and*
 - (7) Lincoln County School District budgets and funding.*
- b. Public and private sector employment created by the proposal, both prior, during and after construction up to twenty five (25) years.*
 - c. Analysis of proposed GIDs and other special service districts allowed by Nevada Revised Statutes and the fiscal impact from each to provide service for the area.*
 - d. Analysis of early tax revenues for on site building material delivery, temporary housing facilities, personal and real property and the provision of commercial uses to serve early residents and workers of the area.*
 - e. Phasing plan and space analysis for operational workload for public facilities, services and sites requested by the county in the development agreement or required by this title.*
 - f. Sales tax projections and implications for the county's guaranteed status of revenue. This should include an overview of all nonproperty taxes including, but not limited to, fuel taxes, gaming revenues, room taxes, etc.*
- 9. Grading plan (plus hillside development grading plan if applicable) shall include the number of acres and percentage of overall area to be disturbed, left in a natural state or altered for other nonbuilding uses.*
 - 10. Construction plan is simply an analysis of timing for building streets, drainage facilities, sewers, water supply lines, developments, etc.*
 - 11. Traffic plan providing preliminary traffic information defining the number of vehicle trips generated, estimated by applying to the proposed project, the average trip rates for the peak days and hours established by the Institute of Transportation Engineers or its successor, the effects of the traffic expected on the streets, roads and highways, and proposed mitigation measures considered by the petitioner to be adequate to alleviate any adverse traffic impacts.*

The report should address the relationship to the streets and highways plan and shall include proposed locations for traffic signal improvements both on and off site, and any special striping detail to be included in the area, not otherwise considered standard by AASHTO. Report on the number of commuters/distances driven expected to serve this PUD during and after project completion (work force) and their impacts on adjacent roadways. This report will also describe facilities for mass transit, car pool staging areas, pedestrians, school crossing corridors and bicycle usage/storage.
 - 12. Pedestrian plan: The following elements must be outlined and provided as part of the application process:*

Sidewalks and meandering pathways will be within street rights of way and throughout interior portions of the project to provide connections between the residential villages, commercial areas, parks, schools, open space and other nonresidential areas. Pedestrian accessways will not be blocked between land use districts by walls or other barriers but must be designed to allow for direct access to varying uses.



13. Right of way report delineating public and private right of way dedication and the existing and planned capacities of roads considered by the petitioner to be adequate to alleviate access and traffic circulation impacts (must include trip generation projections for each project). This report will illustrate this plan's conformity to the adjacent properties as well as the overall Toquop planning area transportation study. Rights of way must be designed to accommodate overall build-out in the Toquop area and include design for all underground utilities and transportation systems.
14. Entry plan providing sketches of proposed project entries showing walls, signage, lighting and other character features. It will also include any prohibitions on materials, lighting and orientation to streetscape and adjacent residential areas.
15. *Technical drainage study for parcels included in each development agreement and their relationship to overall drainage for the entire Toquop area, including preliminary drainage information defining how the petitioner will drain and flood protect the proposed land and proposed mitigation measures considered by the petitioner to be adequate to alleviate flood control and drainage impacts on upstream and downstream properties resulting from the proposal. They should show the increase in quantity of stormwater runoff generated, estimated by using standard hydrologic methods. Mitigation of any potential impacts to the Virgin River shall also be included in the drainage study. Mitigation standards of the Nevada department of environmental protection (NDEP) shall be used, as well as any stipulated requirements in the final MSHCP and EA.*
16. Landscape plan indicating landscaped areas in relation to property lines, pavement, streets, and buildings; the common name, botanical name, size, number and location of existing and proposed plant materials and nonliving ground cover (see section 14-6-4, "Appendix D; Trees For Tomorrow", of this title); water features, irrigating techniques, fences and retaining walls; total landscape area in square feet, with amount of turf separately listed; grading to show retention of precipitation when possible, including any golf courses.
17. *Utility plan indicating dry utilities and proposed utility corridors throughout the PUD. Plan shall also address the locations for communication facilities and the ability to collocate future facilities at build-out that will serve multiple forms of communications for the Toquop township planning area. Power, telecommunications, natural gas and solid waste provisions will be provided in this report.*
18. Master development sign plan identifying the location of all signage for the planned community. Sign height, use, and type must follow the design standards outlined in section 14-5-17 of this title.
19. *Proposed covenants, conditions, and restrictions (CC&Rs) to be placed upon each neighborhood and project builder and an explanation of how homeowners' associations will be set up and the types of items to be restricted.*
20. *Description of village themes for each area. A neighborhood theme will be identified for the area that illustrates the rural and natural setting, natural features/wildlife habitat and open space or other unique attributes to the site. The developer shall identify such a theme for all distinct development areas including: architectural vernacular, landscape concept and theme, streetscape concept, signage and monuments, entries, wall and fence concept and project lighting.*
21. Lighting plan. Outdoor lighting within the Toquop planning area will be limited to preserve the night sky of the area. The PUD shall include provisions requiring dwellings to include dark sky approved lighting fixtures for all exterior lighting fixtures. This standard shall be based upon the lighting standards in section 14-6-3, "Appendix C; Outdoor Lighting Code", of this title. Covenants will be created by the developer for all proposed uses that must be recorded.
22. *Conservation plan. The master developer shall submit a report that outlines policies of support for conservation within and adjacent to the project area and the maintenance of undeveloped areas. Such a report will outline plans and programs that enhance wildlife habitat, promote stormwater practices in conjunction with open spaces, support transit and pathway systems, promote energy efficient designs, promote water conservation, and preserve slopes, drainages and other sensitive natural features.*
23. *Social services report. An analysis of facilities and amenities to be provided catering to the needs of a targeted population for each village. This may include, but not be limited to: county health facilities, healthcare sites, senior centers, transportation centers, fitness centers, community centers, trails, and recreation facilities, trails and parks for a variety of ages. (Ord. 2007-01, 3-5-2007)*

**14-4-3: PUD FINAL PLAN APPROVAL:**

- A. **Application Process:** An application for final approval shall be made to the planning director within the time specified by the minutes granting tentative approval.
- B. **Application Criteria:** An application for final approval may be for all the land included in the tentative plan or to the extent set forth in the tentative approval for a section thereof subject to minimum areas of this title.
- C. **Application Fee:** A nonrefundable fee, in an amount established from time to time by section 14-4-4 of this chapter, for the review, consideration, and approval/denial or conditioning of an application for final plan approval must be paid to the board or board designee at the time of final application submittal. A master development plan will be required for the entire parcel area (A-J) prior to the submission of the tentative PUD application to create parcels.
- D. **Application Contents:** The application must include such maps, drawings, specifications, covenants, easements, conditions and form of performance bond as were set forth in the minutes at the time of the tentative approval and a final map if required by the provisions of Nevada Revised Statutes 278.010 to 278.630, inclusive. Zoning districts will be assigned concurrently with final map approval.
- E. **Electronic Data:** All tentative and final maps must be accompanied with electronic data for maps in a digital file format suitable to the county.
- F. **Final Map Processing:** Final PUD map processing will be done according to Nevada Revised Statutes 278A.530-580 and this title.
- G. **Fees And Costs:** Lincoln County reserves the right to hire consulting services to assist in the review and processing of application materials. Any such additional fees will be agreed upon by both Lincoln County and the applicant. These costs will be based on reimbursement requests from the county to the applicant. Subsequent fees will be required for individual planned unit developments and/or additional development agreements or master plan amendments (per the county fee schedule for the Toquop planning area or the county planning fee schedule) to address specific items not adequately addressed or anticipated in the original development agreement. (Ord. 2007-01, 3-5-2007)

14-4-4: FEES:

Fees are set periodically by the commission as deemed appropriate.

- A. **Residential Construction Tax:** For initial parks and open space development and maintenance a fee will be imposed for all new development. Upon receipt of an application for a building permit for residential development: 1) the valuation of the proposed construction will be determined based on actual construction costs; 2) calculate one percent (1%) of said valuation; 3) determine whether the one percent (1%) calculation results in an amount greater than or less than one thousand dollars (\$1,000.00); 4) if the one percent (1%) is equal to or greater than one thousand dollars (\$1,000.00), impose a residential construction tax of one thousand dollars (\$1,000.00); and 5) if the one percent (1%) is less than one thousand dollars (\$1,000.00), a residential construction tax equal to the one percent (1%) amount will be imposed.
- B. **Bonding For Infrastructure:** All PUD developers may be required to post bonds for future improvements once development plans are finalized with the county. Bonding shall be recorded as a deed restriction running with the land.
- C. **Residential Construction Tax:** One thousand six hundred dollars (\$1,600.00) per unit for schools will be imposed for all new development. This fee will be paid upon receipt of an application for a residential building permit.
- D. **Impact Or Assessment Fees:** Impact or assessment fees for infrastructure cost sharing will be imposed on all new development. These assessments will be in accordance with a formula based on specific costs for public



facilities. Cost based fees may be levied in the future for regional improvements in the Toquop area necessary for public health and safety.

- E. Mitigation: Per the multispecies habitat conservation plan for southeastern Lincoln County, impact mitigation fees for the protection of the desert tortoise, southwestern willow flycatcher, or other species will be assessed to Toquop developers. All developed acreage within Toquop will be assessed five hundred fifty dollars (\$550.00) per acre for mitigation. Any fencing requirements or other required best management practices or fencing maintenance required will be assessed to the developers or a GID on a prorated basis by acreage.
- F. Application Processing Fees, Including Master Development Plans/Maps, Master Plan Amendments, Planned Unit Developments And Development Agreements And Other Reviews As Needed: Fees will be required prior to the second meeting with any development group. Planned unit developments over one hundred (100) acres will be assessed fees based on the number of parcels, acres, dwelling units or square footage of structures. These fees are listed under a separate county planning fee schedule. (Ord. 2007-01, 3-5-2007)

Chapter 5

SPECIFIC DESIGN REQUIREMENTS

- 14-5-1: SEPARATION OF USES:
- 14-5-2: HEIGHT, BULK, AND SCALE:
- 14-5-3: EXTERIOR MATERIALS AND FINISHES:
- 14-5-4: ACCESSORY USE STANDARDS:
- 14-5-5: FLOOD CONTROL AND DRAINAGE:
- 14-5-6: GEOTECHNICAL:
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- 14-5-12: OPEN SPACE, PARKS AND RECREATIONAL FACILITIES:
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- 14-5-17: SIGNS:
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- 14-5-19: PUBLIC SAFETY INFRASTRUCTURE:
- 14-5-20: WATER DISTRIBUTION SYSTEM:
- 14-5-21: WATER RELIABILITY REQUIREMENTS:
- 14-5-22: WASTEWATER COLLECTION TREATMENT:
- 14-5-23: WATER CONSERVATION:
- 14-5-24: UTILITIES:
- 14-5-25: HOMEOWNERS' AND COMMON AREA MAINTENANCE ASSOCIATIONS (HOA AND CAM):
- 14-5-26: MANUFACTURED HOUSING:
- 14-5-27: HOME OCCUPATIONS:

14-5-1: SEPARATION OF USES:

The creation of a planned unit development allows for greater flexibility in design for a developer while protecting important features of a site. However, an orderly and compatible arrangement of proposed uses will ensure long term viability and success of a mix of uses throughout the planning area. All permitted and special uses by zone are listed in section 14-6-7, "Appendix G; Permitted Uses", of this title.



- A. Commercial uses (C-2) may not abut any residential property at R-3 or greater density. Only C-P or C-1 uses may be allowed as transition densities to C-2.
- B. Any establishment selling liquor must be at least one thousand feet (1,000') direct distance from any school, church, park or childcare facility with distance being measured from business to primary use building.
1. Liquor establishments include taverns and liquor retail stores. (Restaurants with a bar are not considered liquor establishments for the purpose of this separation.)
 2. Liquor establishments must be at least one thousand five hundred feet (1,500') from adult business (AB) uses.
- C. With the exception of full service restaurants, liquor sales will only be permitted in industrial, resort, mixed use and C-2 commercial zones.
- D. Resort zones may not abut any single-family residential properties.
- E. Commercial/professional (C-P) office uses and mixed uses (X-U) are acceptable as buffers to higher intensity commercial zones or light industrial zones.
- F. Aggregate sites may not be located within one thousand feet (1,000') of residential uses.
- G. Religious institutions are encouraged in residential areas with appropriate design and parking standards for screening, buffering and siting of facilities to prevent glare, noise or other possible operational impacts.
- H. Adult businesses (AB) may not be located within two thousand five hundred feet (2,500') of any religious institution, school, boundary of any residential district, park, boys' club, girls' club, similar existing youth organization or childcare facility.
1. ABs shall be separated from all liquor establishments by one thousand five hundred feet (1,500').
 2. ABs may not be operated within one-half ($1/2$) mile of another such business, which will include any adult arcade, adult bookstore, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, massage parlor or any sexual encounter establishment.
 3. ABs may only be located in C-2, M-1 and M-2 industrial zones. All other zones are prohibited.
- I. Transitional uses or design features may be required by the county for any compatibility concerns not mentioned above. This may include, but not be limited to, transitioning, using or modifying proposed: height, colors, floor area, lot size, lighting, walls or berms, landscaping, grading of site, placement of structures on site, orientation of structures or lots, alternative uses of space. (Ord. 2007-01, 3-5-2007)

14-5-2: HEIGHT, BULK, AND SCALE:

- A. Commercial and residential buildings will not exceed a maximum height of two and one-half ($2\frac{1}{2}$) stories, or thirty five feet (35') at average grade unless a variance is granted by the commission for appropriate uses. No waivers will be permitted in or adjacent to any residential zone.
- B. Variance requests for height will be accompanied by building design, landscaping orientation, emergency equipment to serve building, setback and streetscape measures that will lessen the visual impacts upon surrounding areas and uses.



C. Box like or single, monolithic forms that are not relieved by variations in massing or articulation of facades are not acceptable. The perceived height and bulk of buildings shall be reduced by dividing the building mass into smaller scale components.

1. Larger buildings must incorporate jogs, offsets or other architectural features to reduce the visual length of long walls. Variety and/or variation of rooflines is required to reduce the apparent size of commercial buildings and provide visual interest.
2. All building surfaces over two (2) stories high or fifty feet (50') in length must be relieved with a change of wall plane that provides strong shadow and visual interest.
3. Loading areas and rooftop equipment shall be visually screened from residential uses.
4. Building elevations with public access or windows shall face the street(s).
5. Loading areas shall be provided for each freestanding commercial structure or shared sites for grouped structures.
6. Loading docks shall not be visible from the street. These areas shall be designated as to prohibit trucks from idling in these areas except in approved loading spaces in daylight hours. Loading docks may not be located adjacent to residential, park or open space areas unless enclosed.

D. Buildings shall be compatible with the scale and mass of existing development allowed by the applicable land uses for the surrounding area as established at the time of application, and shall be sited and designed to provide a sensitive transition to nearby development.

1. All single-family detached dwellings shall contain a minimum of one thousand two hundred (1,200) square feet of living area.
2. Block walls may not exceed fifty feet (50') in length without jogging, sawtooth, or meandering visual effects added to break up visual intensity. Walls used between zoning districts shall provide for direct route pedestrian pathways to increase pedestrian mobility of residents.
3. Projects on the edges of zoning districts shall be developed in a manner which minimizes the adverse impacts resulting from incongruous height, activities, bulk and scale of large buildings. Alternatives to mitigate such impacts include, but are not limited to, siting and design, additional building setbacks or stepping back of upper floors, operational changes and the actual physical reduction of the height, bulk and scale of a project. (Ord. 2007-01, 3-5-2007)

14-5-3: EXTERIOR MATERIALS AND FINISHES:

- A. Building Exterior: Stone, stucco, colored or exposed aggregate or textured finish concrete, decorative block and brick are the preferred materials for building exteriors. Simulated materials and building systems which provide an aesthetic similar to the preferred materials may also be acceptable. The use of ceramic tile, brick cast or real stone accents and trim are encouraged.
- B. Roofing: Concrete or clay tile is encouraged on all sloped roofs however a composition shingle tiles or other similar materials are acceptable. Architectural metal roofing may also be acceptable but should not be used as the primary material for large expanses of roof. Wood shingles and shakes are not acceptable. Commercial buildings may be approved with other roofing on a case by case basis.
- C. Trim: Exposed wood trim shall be of materials rated for a desert environment. All wood shall have a stained or painted finish. The use of durable substitute materials for wood such as painted polymer aluminum, metal, or fiberglass is recommended.



- D. **Building Facade:** The building design shall incorporate patterns and materials that provide visual interest. Flat, plain building walls are not acceptable. This shall be accomplished through the use of changes in color, materials and/or relief such as the inclusion of belt lines, pilasters, pop outs, etc. At a minimum, the front elevation of all dwellings shall have recessed windows and entrance doors, or pop outs or other architectural detailing around windows, entrance doors and garage doors. In addition, the rear or side elevation of any dwelling, when the rear or side elevation faces a collector or arterial street, shall have recessed windows, or pop outs or other architectural detailing around windows.
- E. **Reflective Material:** Highly reflective, shiny or mirror like materials and unplastered exposed standard concrete and standard concrete masonry units shall not be used.
- F. **Simplicity:** Restraint should be used in the number of different materials and colors selected. Simplicity of patterns is desired.
- G. **Coherent Design:** All sides of a building shall be coherently designed and treated. A consistent level of detail and finish is required for all sides of a building.
- H. **Flat Roof:** Any building design, which utilizes a flat roof shall incorporate a parapet wall and/or cornice element on all sides of the roof.
- I. **Lighting:** All lighting fixtures shall be dark sky friendly approved lighting fixtures according to section 14-6-3, "Appendix C; Outdoor Lighting Code", of this title. (Ord. 2007-01, 3-5-2007)

14-5-4: ACCESSORY USE STANDARDS:

- A. **Standards:** Must be in conjunction with a residential development containing at least three hundred (300) units or a recreational vehicle park, regardless of the number of spaces.
- B. **Commercial Uses Within A Residential Zone (Only R-H And R-M):** (Example: Sundries store within an apartment complex):
1. Use should be designed to serve the immediate residents and guests only.
 2. Location must be within building used for recreational purposes or property management offices.
 3. Floor area to be no more than one thousand (1,000) square feet per every three hundred (300) residential units with a maximum of two thousand five hundred (2,500) square feet.
 4. No exterior signs or lighting can be added.
 5. Hours of operation and delivery are six o'clock (6:00) A.M. to ten o'clock (10:00) P.M.
- C. **Accessory Dwelling Units:**
1. Shall include a deed restriction filed with the county recorder limiting the use of the accessory unit as a guesthouse and precluding the unit as a rental unit.
 2. Shall be connected to public water and sewer services where available, or have on site water and sewer facilities that comply with all county and state regulations.
 3. May not be sold separately from the sale of the entire property, including the principal dwelling unit.
 4. Shall be permanent structures.
 5. Shall be limited to one-story detached structure except a guesthouse or caretaker's quarters located over a garage.



6. Shall not exceed one thousand (1,000) square feet of habitable area or be less than six hundred (600) square feet.
7. Must meet all required setbacks listed in section 14-5-9 of this chapter.
8. Accessory units are permitted based on zoning district table.

D. Accessory Structures:

1. Private tennis courts shall not be constructed within twenty feet (20') of any adjoining residential property line. Tennis court fences or walls shall not exceed twelve feet (12') in height, and lighting standards will be subject to lighting requirements in section 14-6-3, "Appendix C; Outdoor Lighting Code", of this title.
2. Private pools shall not be constructed within five feet (5') of any adjoining residential property line and fencing shall be provided around all pools and must conform to international building code.
3. Detached accessory buildings within R-3 or greater density residential zones shall be less than seventy five percent (75%) the footprint size of the primary structure first floor area unless allowed by a special use permit.
4. Accessory structures shall adhere to the same building style, height and color palette of the primary structure.
5. No accessory structures may be built within a specified utility easement. All building setbacks are measured from the edge of such easements. (Ord. 2007-01, 3-5-2007)

14-5-5: FLOOD CONTROL AND DRAINAGE: 

All flood control facilities shall follow the design standards and specifications set forth by the Lincoln County floodplain manager and in accordance with adopted county standards and any overall drainage study for the Toquop area.

- A. Facilities shall follow RFCD procedures for ponding and settling of floodwaters and storm runoff as well as erosion and sedimentation measures.
- B. Specifications for open channels, detention basins, culverts, bridges, and street drainage shall meet RFCD codes.
- C. All developers/owners will share proportionally in the costs for planning and coordinating flood control measures for the entire Toquop planning area.
- D. Required open space areas may include flood control facilities.
- E. Specifications for drainage improvements such as storm drain manholes and drop inlets shall also comply with RFCD standards.
- F. Drainage facilities in a PUD may not be designed to increase peak flow or velocity of water in any given location.
- G. Flows may not disrupt the existing streambed or cause undue interference with existing spawning. All discharge that might flow to the river must either enhance or maintain the existing water quality and must be filtered out via treatments such as oil absorbent pads or other acceptable mitigation standards.
- H. To the extent possible, drainageways shall be lined with natural materials such as grass, soil, gravel or rock or other materials such as patterned concrete as allowed by the regional flood control district. These drainageways will be funded via assessment fees to developers per development agreements. Where these drainageways service more than one development site, proportionate costs are to be shared between all developments involved. (Ord. 2007-01, 3-5-2007)

14-5-6: GEOTECHNICAL: 



- A. Geotechnical analyses, soil studies, borehole tests, grading, and slope specifications shall conform to the international building code, most recent edition.
- B. Before any earthworks are commenced, areas of cut and fill shall be clearly defined, and where necessary or as directed, sufficient fencing or barriers should be provided around trees or other features that are to be protected. Adequate provision shall be made for the control of erosion and surface water runoff subject to an approved grading permit for all areas over two (2) acres in size.
- C. Erosion control and sediment loss measures shall be used per the international building code. Additionally, developers will be required to expose only as much ground as reasonably needed at any one time.
- D. When geotechnical conditions are favorable, natural features such as washes should be retained in their natural state to the greatest extent possible and integrated into the design of the site.
- E. A site disturbance plan shall be required for all development at the tentative plan stage to indicate areas to be retained in their natural topography and areas of disturbance. Slope maps must be provided at two foot (2') contours indicating before and after landforms and areas to be graded. (Ord. 2007-01, 3-5-2007)

14-5-7: SLOPES AND GRADE LENGTHS:

- A. Slopes and grade lengths for sidewalks will meet ADA standards; in addition, driveways in multi-family zones will meet ADA standards.
- B. Slopes and grade lengths for sidewalks, driveways, and streets will meet regional transportation commission standards and specifications.
- C. Cross slopes will not exceed two percent (2%) maximums with sidewalks at a distance of five feet (5') from back of curb. (Ord. 2007-01, 3-5-2007)

14-5-8: HILLSIDE DEVELOPMENT:

- A. Site Disturbance: For all areas of the lot or parcel with less than a fifteen percent (15%) slope and outside a sensitive ridgeline, one hundred percent (100%) site disturbance may occur in conjunction with development phasing. All development areas with slopes greater than fifteen percent (15%) will be considered hillside development areas. Slopes between fifteen (15) and thirty five percent (35%) slopes may be graded and developed according to approved development plans and this section. Grading on slopes greater than thirty five percent (35%) is prohibited except in small areas (1/2 acre or less) surrounded by lesser slopes. Slopes will be no greater than two to one (2:1) on slopes greater than fifteen percent (15%) and three to one (3:1) for slopes under fifteen percent (15%). Grading plans will be required for any disturbances greater than two (2) acres including those within five hundred feet (500').
- B. Development Specifications: Excavation, transition sloping, trenching, backfill, erosion control, aggregate and material bases shall all meet the construction detail specifications of the RTC uniform standards and specifications manual.
- C. Water Runoff: Reduce water runoff and control erosion by maintaining the natural features of the land, using on site best management practices to reduce erosion and minimize stormwater runoff.
- D. Need For Public Services: Minimize the need for public services where the ability to provide services is limited by the terrain.
- E. Identification: Tentative development plan shall identify specific hills to be used for hillside development, planned slopes and excavation.



F. Density: The maximum density within hillside development is two (2) units per acre, and nonresidential development as a principal use, other than public facilities, is not permitted.

G. Erosion Control: Seeds for trees, desert shrubs, and grasses shall be planted with a density adequate to control erosion and based on the approved weed management plan (section 14-6-5, "Appendix E; Weed Management Plan", of this title).

H. Watering System: A watering system shall be used until the revegetated materials are established and approved by the RFCD.

I. Stabilizing Material: The stabilizing material used shall blend with the natural appearance of the site or lot and its surrounding terrain.

J. Buildings: All exterior walls and roofs of structures, except solar generating/collecting equipment, shall be colored to blend with the desert environment and reflective building materials (i.e., mirror finished glass and mirror finished doors, metal roof unless treated to eliminate glare and other polished materials that would increase the sun's reflective glare) shall not be permitted.

K. Setbacks:

1. Approved Setback: All development, excluding perpendicular road crossings, is subject to an approved setback from each sensitive ridgeline.

2. Grading Plan: The grading plan shall be approved prior to any grubbing, grading, or clearing of an area and shall occur only within the areas identified on the approved grading plan.

L. Riprap: All cut and fill slopes steeper than a ratio of three horizontal to one vertical (3:1), or as approved by a geotechnical report with the exception of retaining walls, shall be treated to control erosion as approved by the county.

M. Natural Areas: The intent of natural areas is to provide for retention of hillside areas in their natural state and to provide for open space. The density and site disturbance shall be transferred to other portions of a site. Specific criteria for natural areas includes:

1. Natural areas shall be at least one-half ($1/2$) acre in size or immediately adjacent or contiguous to other land also designated as a natural area which, in the aggregate, totals at least one-half ($1/2$) acre in size.

2. Site disturbance other than hiking trails or related structures shall not be permitted within the geographical area of a natural area, unless approved for public use equipment such as benches, restrooms, and parking areas in order to offer recreational advantages.

3. The natural area shall be delineated on the tentative and final maps of a subdivision, grading plans or on any development plan required for development other than a subdivision, and shall be designated by legal description for lot division.

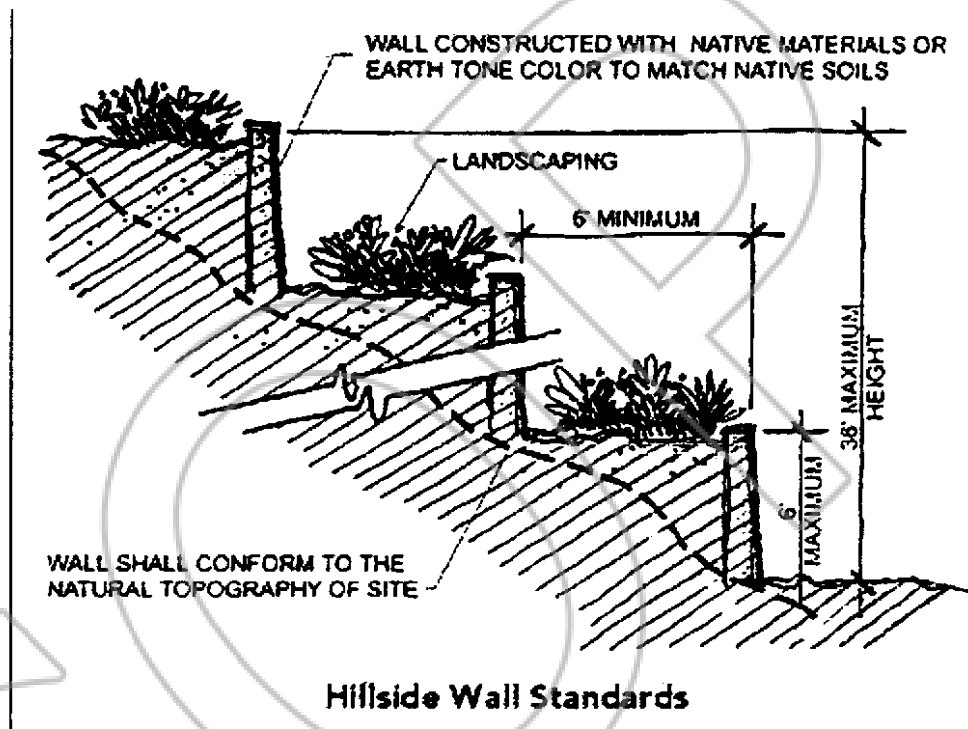
4. Natural areas may be designated as a deed restricted portion of a privately owned lot, or as a deed restricted separate parcel. Such parcel may be under the ownership of a property owners' association or deeded to any organization, or a maintenance district which accepts responsibility for the perpetual preservation and maintenance of the natural area, subject to approval and acceptance by the commission.

N. Hillside Ownership: Ownership of hillside property shall be that of the lower property owner.

O. Hillside Wall Standards: The intent of wall standards is to reduce the visual impact of screening and retaining methods used on hillside developments. Specific criteria for design include:



1. The maximum height of retaining walls is thirty six feet (36'). For each six feet (6') of vertical height, a six foot (6') horizontal offset shall be provided.
2. Walls with a change in alignment shall to the greatest practical extent incorporate the use of graduating steps rather than sharp corners.
3. Walls shall either incorporate the use of native materials or be earth tone colors to match the native soils.
4. Hillside residential developments shall include covered porches or other architectural features on the front elevation, which will effectively reduce the vertical effect of the raised structure. The minimum width of such porch or architectural feature shall be seventy five percent (75%) of the width of the front elevation.
5. The use of wrought iron or other similar open materials is encouraged for security walls and opaque rear walls.
6. Perimeter walls may be permitted around the sides of hillside development parcels. (Ord. 2007-01, 3-5-2007)



(Ord. 2002-05, 10-21-2002, eff. 12-6-2002)

14-5-9: SETBACKS:

A. General Goals: Due to the flexibility of the PUD concept, it is impractical to define an exact pattern for the arrangement of group dwellings. However, development in the area shall provide a functional and nonmonotonous orientation of units with a maximum of open space. General goals include:

1. Minimum Spacing: The minimum spacing between buildings in a PUD shall comply with all fire code and international building code regulations governing spacing.
2. Rear Yards: The rear yards of all buildings in all residential zones must be no less than thirty feet (30'). Patio covers may be placed in rear yards, but the distance between the rear wall and patio cover eaves must remain no less than fifteen feet (15'). This setback applies to accessory structures placed in rear yards as well.



3. **Side Yards:** Side yards abutting a street (public or private) in all zones, except detached residential (R-E, R-3, and R-1a) shall not be less than twenty feet (20'). Detached residential side yards shall not be less than ten feet (10') from the street or side property line.
4. **Front Yards:** The front setback of all buildings in all zones is no less than twenty five feet (25') from the back of sidewalk, or curb if a sidewalk is not planned. For all residential subdivisions, garages must be a minimum of thirty feet (30') from the back of sidewalk.
5. **Buildings Front To Front:** Buildings that have a front to front relationship across a landscaped area or open courtyard must maintain a minimum setback between buildings of fifty feet (50').
6. **Buildings Side To Side:** Buildings in all zones that have a side yard to side yard relationship must maintain a minimum setback of twenty feet (20').
7. **Buildings Rear To Rear:** Except in detached residential zones, buildings that have a rear yard to rear yard relationship must maintain a minimum setback of forty feet (40'). In order for detached residential zones to meet the thirty foot (30') back yard minimum, the rear to rear setback must be sixty feet (60').
8. **Buildings Rear To Side:** Buildings that must have a minimum thirty foot (30') separation distance.
 - B. **Measurements:** All building setbacks must be measured from the outside edge of all porches, permanent awnings or architectural features versus flat wall of the building. Any proposed waivers to setback standards must account for allowances for such structures.
 - C. **Yards:** Yards are the area contained between the building and the property lines and apply to the front, side, and rear areas of lots.
 - D. **Required Setbacks:** Required setbacks shall extend the entire width or depth of the lot and shall be open from the ground to the sky except for required utility equipment, accessory structures, such as mailboxes, light poles, or pedestrian overpass bridges when required by any government entity or as needed by any public utility.
 - E. **Parking:** Parking may be located within required setbacks except on sidewalk areas. These are applicable for front, side and rear setbacks of lots.
 - F. **Residential Lots:** Residential lots shall not front any collector or arterial streets.
 - G. **Freeways Or Drainage Channels:** Residential buildings shall not be erected within fifty feet (50') of the right of way of any freeway or one hundred feet (100') regionally from the high water mark of a significant drainage channel or other drainageway identified in the regional drainage study. (Ord. 2007-01, 3-5-2007)

14-5-10: LANDSCAPING:

- A. **Arterial Streets:** Sidewalks/bike lanes shall be surrounded by an average of ten feet (10') of landscaping on both sides for a total minimum buffer of street to development of thirty feet (30').
- B. **Collector Streets:** Sidewalks/bike lanes shall be surrounded by an average of five feet (5') of landscaping on both sides for a total minimum buffer of street to development of twenty feet (20').
- C. **Private Collector Streets:** Internal private collector streets shall have minimum of one 24-inch box tree (minimum 2 inch caliper) for every twenty feet (20') of gross frontage, with a maximum distance of twenty feet (20') on center between any such tree and the tree nearest to it, whether on the same or different lot; and a minimum of four (4) shrubs, each with a minimum size of five (5) gallons (minimum 3 feet above the top of the root ball), shall be provided for every tree.
- D. **Internal Private Streets:** Sidewalks shall be surrounded by an average of three feet (3') of landscaping on both sides for a total minimum buffer of eleven feet (11').



E. Maintenance: Trees located on streets described in subsections C and D of this section will be maintained by the HOA, CAM or other assigned district.

F. Bare Soil: Bare soil is not permitted other than on hillsides (where natural) used as open space or natural areas. Any streetscape area not covered by vegetation must contain a minimum of two inches (2") of mulch, landscape stone or decomposed granite.

G. Minimum Canopy: Landscaping must provide minimum ground coverage of sixty percent (60%).

H. Required Landscaping: Required landscaping shall be irrigated, contain live plant materials, and be maintained in a living, growing, sustainable condition.

I. Turf Areas: Turf areas in nonresidential zoning districts shall not exceed fifteen percent (15%) of the net lot area, exclusive of public rights of way. Turf shall consist of either fescue, bermuda, or bluegrass species. AstroTurf may not be considered as turf. Turf may not be used on slopes greater than fifteen percent (15%).

J. Turf Area Width: To provide for the efficient use of water and to minimize the runoff of water onto adjacent nonpermeable surfaces, the minimum width of any turf area, except in single-family zoning districts, shall be ten feet (10').

K. Parking Lot Landscaping: Landscaping shall also be provided within parking lots in a manner which will serve to visually reduce the expanse of paved areas.

1. Larger areas of grouped plantings will be encouraged over smaller planting areas.
2. Pedestrianways should be developed in conjunction with larger planting strips or islands of at least twenty five (25) square feet per tree.
3. Plant one large canopy tree for every seven (7) parking spaces around the perimeter and throughout parking lots, the maximum distance between trees in linear tree islands should be thirty feet (30').
4. The minimum width for tree wells and planting islands is eight feet (8'). Structural soils may be required for tree wells.
5. Provide a minimum open soil surface area for small, medium and large trees of twenty five (25), one hundred (100) and four hundred (400) square feet respectively.

L. Visibility Restriction Areas: All landscaping within sight visibility restriction areas shall be no taller than thirty inches (30") above the adjacent street centerline when fully mature.

M. Irrigation: Landscaping shall be irrigated with an automatic sprinkler system; drip irrigation systems with automatic moisture sensor shall be used in all landscaping buffer areas or areas smaller than twenty feet (20') in width where ground cover, trees, and flowerbeds occur.

N. Tree Guidelines: No tree whose mature height exceeds fifteen feet (15') shall be planted under a high voltage transmission line.

1. Staking: Trees shall be staked for the first year of growth only.
2. Selection: "Trees For Tomorrow" shall be used for tree selection and best management practices for trees.
3. Landscape Conformance: All landscaping and best management practices shall conform to the "Trees For Tomorrow" publication in section 14-6-4, "Appendix D; Trees For Tomorrow", of this title for water conservation.

O. Irrigation On Residential Lots:



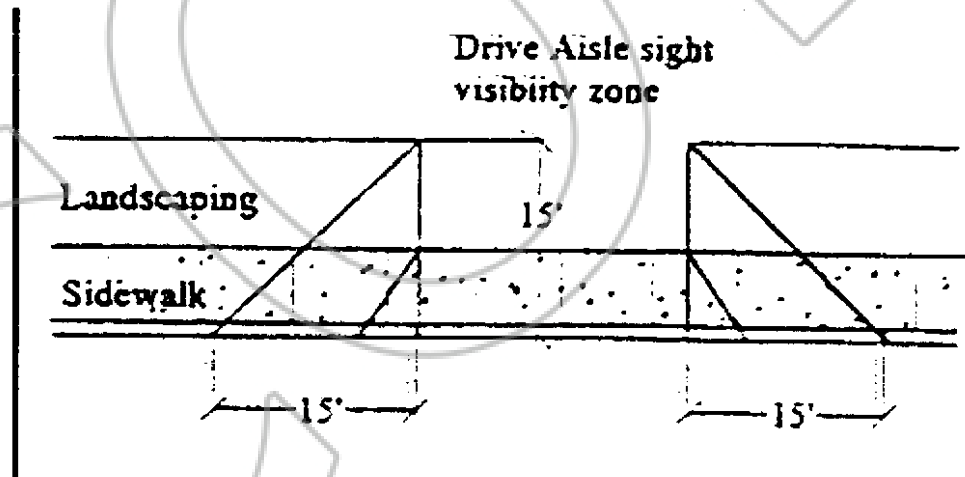
1. Each residential lot shall have a minimum of two (2) trees planted with irrigation between the sidewalk and the front of each house at the time the house is constructed.
2. Each residential lot shall be provided with an inground irrigation system for front, side and rear yards with at least three (3) valves.
3. All landscaping and irrigation systems will be installed and maintained by the developer until such point that the maintenance district, HOA or other responsible party has agreed to take over its maintenance. CC&Rs will include language for the maintenance and operation of irrigation systems. (Ord. 2007-01, 3-5-2007)

14-5-11: SCREENING:

- A. **Screen Fence Or Wall:** All commercial projects shall provide a solid screen fence or wall (subject to subsection L of this section) not greater than six feet (6') in height along all rear and side property lines which are common to property zoned for residential purposes. In the case of a floodplain, the solid wall or fence may be replaced by a wrought iron structure where appropriate. Walls may not be higher than eight feet (8') unless approved by the county.
- B. **Masonry Walls:** Masonry walls must conform to the international building code.
- C. **Retaining Walls:** All retaining walls shall be sealed by a method approved by the county to prevent the leaching or transmission of mineral deposits through the wall. Weep holes shall be provided to prevent water pressure buildup.
- D. **Block Or Stone Walls:** Split faced block walls with a minimum of two (2) rows of offset color, stucco walls, or screen walls are required unless other screening materials are approved by the county. Stone walls are also permitted.
- E. **Business And Industrial District Fences:** Fences and walls in all business and industrial districts shall not exceed eight feet (8') in height except that boundary line fences abutting residential districts shall not be greater than six feet (6') in height (measured from residential side) and barbed wire shall not be permitted along said boundary line. Perimeter walls around retail stores and shopping centers should match the building(s) in material or color. This provision is subject to subsection L of this section.
- F. **Waivers:** If a perimeter fence's or wall's proposed deviation is the result of unique topographic conditions, the person wishing to construct such fence or wall may apply for a waiver. Fencing styles shall include open fencing types, ranch style fencing, split rail, black iron, etc.
- G. **Wall Along Street:** No screen wall along any street shall directly abut the rear of the curb. Landscaping strips and sidewalks will be provided.
- H. **Height:**
 1. **Allowed:** Unless otherwise authorized in the planning process through a variance, a screening wall of no more than six feet (6') in height above high grade may be constructed and maintained between uses of differing intensity or character. This may include between existing and/or future:
 - a. Multi-family and other multi-family developments;
 - b. Single-family and multi-family developments;
 - c. Residential and nonresidential uses;
 - d. Differing nonresidential uses;



- e. Parking areas subject to general public view if not specified elsewhere in this title;
 - f. Rear and/or side lot areas and public rights of way.
2. Location: Screening shall be located adjacent to perimeter property lines, but on the constructing party's property, unless otherwise approved by the county, which may include public rights of way.
 3. Exceptions: In lieu of screen walls, the county encourages and may require alternative methods for screening uses of differing character, density or intensity. Alternative methods may include open space with landscaping; landscaped earth berms (particularly with parking lots); lower screen walls with landscaping (particularly with parking lots); open fencing with view lots.
 - I. Side Yard Walls: Side yard walls, higher than thirty two inches (32"), shall not extend beyond the plane of the front wall of the house. Alternative dynamic design ideas may be approved by the commission as submitted with the PUD application.
 - J. Decorative Screen Walls: Pilasters and decorative caps are encouraged as one method of providing decorative screen walls. The county will review each decorative screening idea as submitted with the PUD application.
 - K. Sight Visibility Zones: Sight visibility zones shall be established and maintained at all intersections of public and/or private streets and alleys and drive aisles.
 1. Height: No structure, vegetation, or object of any kind is permitted over thirty two inches (32") in height, measured from the top of the adjacent curb if a curb exists.
 2. Traffic Control Devices And Streetlights: Traffic control devices, their related appurtenances and streetlights illuminating public streets may be placed within the sight zones.
 3. Drive Aisles: An additional sight zone shall be maintained within fifteen feet (15') of the point of intersection of any drive aisle curb cut (including any medians) and any public or private street right of way (see diagram below). (Ord. 2007-01, 3-5-2007)



(Ord. 2002-05, 10-21-2002, eff. 12-6-2002)

- L. Pedestrian Accessways: Screening walls and fences must provide for pedestrian accessways through the walls between varying land uses in all land use districts and to establish direct corridors for safe school routes from home to school and for subsection H1 of this section. (Ord. 2007-01, 3-5-2007)

**14-5-12: OPEN SPACE, PARKS AND RECREATIONAL FACILITIES:**

- A. **Development:** Development of open space, parks and recreational facilities agreed upon in the master development map/development agreement or tentative PUD map stage or required in this title must be completed within the first phase of each development in a multiphase project or at thresholds as identified in the development agreement.
- B. **Natural Features:** All significant natural features such as drainages and prominent rock features shall be preserved and, where necessary, protected by setbacks and easements from development.
- C. **Native Plants:** Significant native plants shall be preserved and protected from alteration and destruction.
- D. **Minimum Percentage:** A minimum of twenty five percent (25%) of gross acreage must be identified for open space and parks and public facilities. A minimum of ten percent (10%) of the gross land area must be preserved as public open space. Public uses include trails, recreation areas, parks, public golf courses, community centers and stormwater detention facilities (if usable by the public for parks and recreation).
- E. **Computed Open Space:** No parking areas, public facilities, schools areas, roadways, private internal open space, storage areas or required park acreage above shall be computed as open space. A minimum of twenty five percent (25%) of all required open space lands must be usable for either passive or active recreation uses.
- F. **Park Acreage Requirement:** In addition to the ten percent (10%) open space requirement, developers in a PUD must provide a minimum of six (6) acres of park per one thousand (1,000) persons. If the development does not have one thousand (1,000) persons, the park area required will be based on a ratio. Persons per household will be determined based on an average of 2.5 persons per unit, hence a minimum of six (6) acres of developed park space for every four hundred (400) homes/units. These sites must be identified in the master development plan map stage by their identification within each proposed development area and finalized upon filing of tentative map applications. Park locations must be designated separately and in addition to public facility sites and dedications. Park areas must be identified as land use districts on the preliminary map and required for all public uses including trails, recreation areas, parks, public golf courses and stormwater detention facilities (if usable by the public for recreation). Thresholds for park dedications must be outlined in the development agreement as a percentage of required park for any tentative map phase.
- G. **Trail System:** Common open space must be set aside for the use and benefit of the residents and owners and shall be linked to existing and planned public open space areas to provide an overall open space system.
1. The plan for the thirteen thousand five hundred (13,500) acres of Toquop planning area will include a comprehensive trail system along all major arterials and to residential areas, connecting all parks and recreation facilities and schools.
 2. Any such trail system should connect with any adopted trail plans for the city of Mesquite and conform to county trail standards.
 3. Pedestrian and bicycle connections and necessary equipment shall be provided to link all PUD areas including, but not limited to: all adjacent neighborhoods, school sites, commuter parking facilities, open space, parks and recreation facilities and commercial areas.
 4. Split use trail systems shall be provided for both nonmotorized and motorized uses (if golf cart paths are proposed).
- H. **Recreational Facilities:** All residential areas within planned unit developments shall be provided with common usable open space with active (e.g., swimming pools, tot play equipment, courts, golf courses, fitness stations, etc.) and passive recreational facilities (e.g., ponds/water features, sheltered picnic tables, barbecue facilities, swinging benches, etc.). Open space and recreational facilities are encouraged for adjacent/shared use with school facilities. Operational agreements will be provided which are acceptable to the Lincoln County School District.



I. Construction And Maintenance: All recreational facilities will be constructed by the developer to a level commensurate with a commercial installation standard. The developer shall maintain such facilities (prior to dedication to an approved entity) for up to two (2) years or provide payment for such transfer at an earlier date. Parks are encouraged as part of model home site areas to create a destination for early visitors and users. Park sizes should be varied allowing for larger regional parks and for smaller neighborhood parks.

J. Prohibited: The following areas shall not be considered as open space or parks: rights of way, required setback areas and/or private yards, landscaped entry features, private golf courses, public facility sites, any area which is not platted as a separate lot, unless it is made available for common use by means of an appropriate access and use easement, perimeter landscaping, unless it is part of an approved common open space and recreational facilities plan.

K. Park Design: Parks and facilities shall be designed and constructed to a commercial installation standard by the PUD developer at its sole expense according to the development agreement timing. All parks will be constructed to a commercial installation standard, prior to dedication to the maintaining organization and shall include at a minimum:

1. A multipurpose field or open play area.
2. A playground or tot lot with equipment.
3. Landscaped picnic areas with barbecues.
4. Daytime restroom facilities and drinking fountains.
5. A landscaped parking area/public telephone.
6. Shade structures for areas in subsections K1 and K2 of this section.
7. Trail system connecting to adjacent neighborhoods, schools, open space, an overall trail network and commercial areas.
8. Any amenities required in county park plans.

L. Overall Plans: Overall plans for parks, trails and open space (including channels, slopes or wash areas) will be required at the time of the conceptual map/development agreement application for approval to ensure that desired amenities for the neighborhoods are provided and that maintenance for these facilities are ensured into the future.

M. Golf Courses: Public golf courses may be considered in open space allocations up to twenty five percent (25%) of total required open space. Trail networks and pathways will provide connections and be designed as part of public golf courses to increase their usage.

N. Private Open Space: Internal open space areas shall be situated on each residential lot and/or development envelope or clustered immediately adjacent to each residential area. These private areas will not be considered in the measurement of parks or open space area. The following uses are permitted in private open space and developed public parks:

1. Riding stables.
2. Tennis courts.
3. Swimming pools.
4. Clubhouses.



5. Athletic fields.
6. Public museums.
7. Skateboarding facilities (open air).
8. Fairgrounds.
9. Zoo.
10. Farmers' market (as a special use).
11. Community centers (as a special use).

O. Golf Cart Paths:

1. Where cart paths exist they must be used by carts in preference to parallel city streets with the exclusion of those cart paths privately owned and maintained by the golf courses.
2. Carts driven at night must be equipped with functional headlights and taillights; carts driven along public streets must have an audible signal and brake lights.
3. Golf cart paths are required to facilitate pedestrian and golf cart access from residential and commercial developments to schools, parks, playgrounds and other city amenities via a cart path system. When the cart path system is extended to the boundary of the parent parcel, the county will work with other adjoining developers to maintain consistency of transport and materials used.
4. Carts are not allowed on or across roadways or rights of way greater than eighty feet (80') in width.
5. No person under the age of twelve (12) is permitted to drive a golf cart; maximum cart speed is fifteen (15) miles per hour.
6. Golf cart parking spaces shall be provided in all commercial areas and public facility locations accessible by the overall path system. Separate pedestrian and bicycle paths/trails will be provided in addition to the cart paths.

P. Channel Or Wash Area: The area of any channel or wash which is to be retained in its natural state, improved as a nonconcrete channel, or improved with a combination of natural materials and stamped concrete, may be counted toward the requirements for open space within the subdivision or planned unit development upon the review and approval of the county.

Q. Physical Improvements: Physical improvements that are permitted within public open space may include, but are not limited to:

1. Trails, for equestrian, joggers or bikers, paved with materials such as wood chips or gravel, per AASHTO standards.
2. Stormwater and erosion control facilities.
3. Protected cultural resource sites.
4. Community gardens/greenhouse.
5. Interpretive kiosks.
6. Other uses approved by the county. (Ord. 2007-01, 3-5-2007)

14-5-13: ROADS: 

- A. **Grades:** Grades and siting of roads should be designed to minimize grading of the original topography. Combinations of steep grades and sharp curves should be avoided.
- B. **Erosion:** Road systems should minimize erosion and provide for efficient and maintainable drainage and utility systems.
- C. **Attractive Development:** Roads shall be designed and arranged with appropriate regard for topography and other natural features, which would enhance attractive development and be buffered from adjacent residential areas and other development areas.
- D. **Design Standards:** Roadway designs must be in conformance with NDOT standards as well as the RTC uniform standards and specifications, including all types of roadways, bikeways, sidewalks, driveways, cul-de-sacs, knuckles, alleys, medians, and bus turnouts.
- E. **Private Roads:** Private roads within developments should be designed and arranged so that their use by through traffic or other high speed traffic will be discouraged. Traffic calming measures shall be employed through design such as bump outs, pedestrian crossings with surface treatments, vertical structures, landscaped islands and other means.
- F. **Intersections:** Proposed roads shall intersect one another, as well as existing roads, as nearly at right angles as topography and other limiting factors of good design permit. Curved roads versus grid style are encouraged, but never to the extent that they limit the traffic flow of emergency vehicles.
- G. **Emergency Vehicle Standards:** Roads shall be designed so as to provide emergency ingress and egress for residents, occupants, and emergency equipment and conform to the NFPA and state of Nevada fire code standards.
- H. **Turnarounds:** Turnarounds must be provided and paved when adjacent property is undeveloped; construction and maintenance of a turnaround of approximately eighty feet (80') in diameter may be required for temporary use, with plat notation that land outside the normal road right of way shall revert to abutting property owners whenever the road is continued.
- I. **Rights Of Way:**
 - 1. **Reduce Dependency:** All streets within the PUD will be designed to reduce the dependency on the automobile and reduce the number of daily trips by single occupancy vehicles. All subdivisions shall be designed to provide walkways and paths that connect with destinations such as parks, schools, and shopping areas and other nearby developments.
 - 2. **Arterial Streets:** Arterial streets will be no less than one hundred feet (100') wide and shall, upon acceptance, be maintained by Lincoln County as public roadways. Arterial streets shall be designed to flow from one development to another with the design intent to make Toquop planning area one community.
 - 3. **Collector Streets:** Collector streets will be no less than eighty feet (80') wide and shall be maintained, upon acceptance, by Lincoln County as public roadways.
 - 4. **Local Streets:** Local streets will be no less than sixty feet (60') wide and shall be maintained by the PUD developer as either public or private roadways, unless accepted by the county as public streets. The installation of dead end streets will be allowed only on a case by case study.
 - 5. **Internal Private Streets:** Internal private streets will be no less than forty feet (40') wide. Exceptions may include the provision of CC&Rs restricting on street parking, where streets may then drop to no less than thirty five feet (35') wide. Internal private streets shall be maintained by the developer, a district or HOAs as applicable as private roadways.



6. Right Of Way Slope: Maximum three feet (3') horizontal for one foot (1') vertical behind the roadway apron and within the right of way.

7. Trails: Trails shall provide a minimum of ten foot (10') rights of way with a six foot (6') paved area.

J. Bus Turnouts: Bus turnouts must be offered at least every one thousand three hundred feet (1,300') along arterial and collector streets and are encouraged every one thousand two hundred feet (1,200') on local streets.

K. Intersection Spacing: No less than two hundred feet (200'), measured centerline to centerline.

L. Landscaping: All street medians shall be landscaped; turf shall be limited to fifteen percent (15%) of total landscaping in median areas. Areas with slopes over ten percent (10%) shall not include turf but rather natural landscaping and Xeriscaping.

M. Curbs And Gutters:

1. Shall follow NDOT standards.

2. Thirty two inch (32") minimum width rolled curbs may be used in low density residential and public facility areas.

3. L-curbs are required in commercial, industrial and medium to high density residential developments.

N. Cul-De-Sacs: Cul-de-sacs shall have a maximum length of six hundred feet (600') measured from the centerline of the connecting street to the face of curb at the turnaround. This length may be extended up to one thousand feet (1,000') with fire department approval.

O. Dead End Streets: Will be reviewed by the county for public safety and allowed by exception only. Streets at the county line may be dead end to allow for future connections.

P. Easements And Infrastructure: Easement corridors and infrastructure (for roads and public utilities) shall be provided by each PUD sufficient in area and size to accommodate maximum build-out for the entire planning area based on the potential of 3.3 units per acre for each parent parcel. Specific easement and infrastructure needs on each parcel will be determined at the development agreement stage and during each tentative PUD review based on regional roadway studies. (Ord. 2007-01, 3-5-2007)

14-5-14: STREETSCAPES: 

Streetscapes will conform to a submitted design standards handbook, Lincoln County regional streets commission specifications and will be maintained by homeowners' associations, CAMs or as otherwise designated organizations. (Ord. 2007-01, 3-5-2007)

14-5-15: PARKING: 

Parking standards will be set by section 14-6-6, "Appendix F; Parking Standards", of this title and standards below:

A. Dimensions: Each required parking space shall not be less than ten feet (10') wide and eighteen feet (18') long, exclusive of access drives, and in addition there shall be adequate space for ingress and egress. Access drives shall be a minimum of twenty four feet (24') in width.

B. Recreational Vehicle Spaces: Recreational vehicle spaces shall be ten feet (10') wide by forty two feet (42') long.

C. Commercial Vehicle Spaces: Commercial vehicle spaces shall be ten feet (10') wide by twenty five feet (25') long, with a minimum fourteen feet (14') of vertical clearance.



- D. **Parking Accessory To A Residential Use:** Off street parking facilities accessory to residential use shall be utilized solely for the parking of licensed and operable passenger automobiles; no more than one truck not to exceed gross capacity of 1.5 tons; and recreational vehicles and equipment.
- E. **Parking In Residential Setbacks:** A motor home or recreational vehicle may be parked subject to county regulations.
- F. **Single-Family Dwellings:** Except as provided below, the off street parking spaces required for an attached or detached single-family dwelling shall be furnished within an enclosed garage. The garage shall have minimum area of six hundred twenty five (625) square feet with unobstructed space to a height of eight feet (8'), except for two foot (2') protrusions into this space by utility systems and storage units. The garage shall be attached directly to the dwelling unless exempted by a development agreement or approved by the county.
- G. **Driveway Setbacks:** Driveway setbacks shall be considered additional parking space, but may not be calculated to meet off street parking requirements.
- H. **Landscaping:** Where parking areas are larger than fifty (50) spaces, landscaping shall be incorporated into design to break large expanses of pavement and provide visual relief as well as relief of the effects of heat and glare. Any planting strip used must be a minimum of eight feet (8') in width. Landscaping will be subject to the "Shades Of Green: BMP" guide.
- I. **Parallel Parking Spaces:** Parallel parking spaces shall be a minimum of twenty four feet (24') in length.
- J. **Surfacing:** All areas intended to be utilized for parking space and driveways shall be surfaced with pavers, concrete or asphalt concrete to control dust and drainage. All proposed parking areas and driveway improvements shall require a grading and drainage plan approved in accordance with provision of the drainage control uniform regulations.
- K. **Striping:** Except for single-family dwellings, all parking stalls shall be marked with painted lines not less than four inches (4") wide.
- L. **Protruding Vehicles:** All on site parking stalls, which abut property lines shall be designed and constructed such that parked vehicles shall not protrude over property lines.
- M. **Handicapped Parking:** Handicapped parking spaces shall be provided subject to federal Americans with disabilities act standards and Nevada Revised Statutes 484.408.
- N. **Shared Use Of Parking Facilities:** Up to eighty percent (80%) of the parking facilities required for a church or for an auditorium incidental to a public or parochial school may be supplied by the off street parking facilities by other uses; provided a shared use calculation is completed ensuring maximum parking shall not be exceeded during any given period. A shared use must be by signed recorded agreement between all affected property owners.
- O. **Requirements Per Shared Use Calculations:** Example: A church that only meets as a congregation on Sunday but houses a day school throughout the remainder of the week and not at the same time will only be required to meet the higher parking requirements of the two (2) uses and not both requirements.
- P. **Number Of Spaces Required:** The minimum number of off street parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses in accordance with the requirements listed in section 14-6-6, "Appendix F; Parking Standards", of this title or Lincoln County RTC parking standards.
- Q. **Vehicles For Sale:** It is unlawful for any person to display for the purpose of sales or lease any vehicle upon any vacant lot or unimproved portion of public right of way.
- R. **Emergency Parking Areas:** All buildings within the PUD are required to have emergency parking areas in compliance with NFPA and state of Nevada fire codes.



S. Bicycle Parking: All public or commercial buildings will be equipped with bicycle parking and storage facilities meeting the NDOT statewide bicycle plan standards. (Ord. 2007-01, 3-5-2007)

14-5-16: LIGHTING: 

Street lighting, signals, and other such street furniture shall conform to the regional transportation commission (RTC) uniform standard drawings and specifications manual for spacing, setbacks, wiring, and construction. However, privately maintained creative "character areas" with unique streetlight and signal designs are encouraged. Character area designs may be approved by the county during the tentative plan approval process. All lighting must conform to lighting standards in section 14-6-3, "Appendix C; Outdoor Lighting Code", of this title. (Ord. 2007-01, 3-5-2007)

14-5-17: SIGNS: 

A. Prohibited: Signs prohibited in the Toquop planning area are:

1. Imitations or simulations of any directional, working, danger and/or informational sign.
2. Illumination of such brilliance and/or position as to blind or dazzle the vision of travelers.
3. Signs, advertising displays, and structures containing statements, words or suggestions or pictures of an obscene, indecent or immoral character.
4. Off site signage for commercial uses.
5. Misleading, erroneous or false information and/or advertising.
6. Signs, advertising displays, and/or structures that emit any sound, portable or mobile signs, unless permitted as a temporary sign or for public safety.
7. Signs placed on parked vehicles or trailers, or parked commercial vehicles where the apparent purpose is to advertise a product or to direct people to a business or activity located on the same or nearby property.
8. Roof signs.
9. Banners, pennants, festoons, searchlights (special use permit).
10. Signs imitating or resembling official traffic or government signs or signals.
11. Snipe signs or signs attached to trees, utility poles, public benches, streetlights, or placed on any public property or public right of way.

B. Canopies And Awnings: Signs are permitted on architectural building features such as canopies and awnings, with all regulations applying to text and logos only.

C. Freestanding Signs: Freestanding monument, entry/exit, construction, ladder, and for sale signs are allowed and shall be considered to face the street to which they are most nearly perpendicular. All other types of freestanding signs will not be allowed in any district.

1. Height: Ladder signs shall not be more than sixteen feet (16') tall, measured from the high point on the sign to ground level. Monument signs shall not be taller than seventy two inches (72") in height. Signs in residential areas (for churches and other uses applicable in these areas) may be no more than four feet (4') in height.



2. **Display:** Front entrance signs shall display the development name, subdivision name, and directions to the subdivision only. Off premises directional signs shall display the subdivision name and a directional arrow only. Off premises directional signs shall only display a maximum of seven (7) subdivision location signs.
 3. **Materials:** Ladder signs shall be constructed of a metal material. Monument signs shall be constructed of either cement products, or of rock, marble or metal material.
 4. **Distance:** Entrance signs shall be constructed at the main entrance of the planned unit development or subdivision. Off premises directional signs are allowed a minimum of one-fourth ($\frac{1}{4}$) mile apart and at major intersections only. No one subdivision can have more than two (2) off premises directional signs unless the subdivision measures more than one mile in length. This would be measured along the street from the main entrance sign. If the subdivision is more than one mile in length the subdivision is allowed two (2) signs for every measured mile. All signs shall adhere to the community theme selected for the neighborhood.
 5. **Illumination:** No backlit signs will be allowed. No internal lighting may be used for signs in this section. Signs may be externally lit with concealed lighting only. Exposed bulbs or neon tubes are not allowed in or adjacent to planned unit developments.
- D. **For Sale Signs:** For sale signs must be no larger than three feet by three feet (3' x 3') in residential areas and are only allowed posted on local streets from Friday at five o'clock (5:00) P.M. to Sunday at twelve o'clock (12:00) midnight. Individual sale signs for homes may be posted continuously.
- E. **Election Signs:** Temporary election signs must be removed within five (5) working days of an election date and are subject to commission approval of size and height if proposed larger than three feet by three feet (3' x 3') for road signs and four feet by eight feet (4' x 8') for temporary ground billboards. (Candidates winning primary elections may leave signs in place until after general election.)
- F. **Safety Signs:** School signs, block number signs, and other safety signs must conform to RTC uniform standards and specifications.
- G. **Street Name Signs:** Street names signs shall be in accordance with the NDOT standard drawings and specifications manual, however, creative character areas with unique street sign designs are encouraged. Character area designs may be approved during the tentative plan approval process.
- H. **Billboards:** Billboards of any kind (except temporary ground A-frames) are not allowed in the PUD communities and will be reviewed for use only along arterials by special use permit. (Ord. 2007-01, 3-5-2007)

14-5-18: STORAGE AND TRASH ENCLOSURES:

- A. **Refuse Container Enclosures:** All development, except for single-family residential development, shall provide interior or exterior enclosures for all refuse containers, including recyclable containers if provided, compactors, and areas per the standard of the local trash service provider.
1. Trash enclosure walls shall be five feet four inches (5'4") high, constructed of masonry, concrete block or wood and shall have solid/screened gates. The height may be waived with the approval of the county if the owner demonstrates that the height of the trash enclosure will completely screen the trash receptacles.
 2. The enclosure shall be set back at least fifty feet (50') from any residential development on an adjacent parcel and exact locations shall be provided to the county for approval with the PUD.
 3. An enclosure shall be located within two hundred feet (200') of each multi-family residential or commercial building within a development.
 4. Doors shall not open into the right of way, or be located within any required yard.



5. Colors and materials for refuse facilities should blend with and be carefully placed to minimize impacts on structures in the area.

6. Refuse container sites and access should be designed as to minimize traffic impairment.

B. Storage Enclosures: Outdoor storage and display of merchandise, materials, or equipment, including display of merchandise, materials, and equipment for customer pick up, may be permitted subject to special use permit in the commercial and industrial zones with approved visual screening requirements and other conditions if deemed necessary to prevent such adverse impacts. (Ord. 2007-01, 3-5-2007)

14-5-19: PUBLIC SAFETY INFRASTRUCTURE: 

A. Automatic fire sprinkler systems, meeting the specifications of the fire district, shall be required in all structures, including residential and multi-family.

B. Emergency medical services will be provided by the emergency medical services district having jurisdiction. Law enforcement services will be provided by the Lincoln County sheriff according to development agreements provisions.

C. A 911 system must be available to all residents and visitors in Toquop. This system may be maintained in the Toquop community or outside Toquop with direct dispatch capabilities to Lincoln County emergency management personnel. Developers shall provide cash contributions for the establishment of such a system on a prorated system based on gross acreage owned.

D. Fire prevention and suppression services will be provided by the fire district having jurisdiction.

E. Developers, at their sole expense, shall provide cash contributions or construction of county fire stations, dedication of sites and associated equipment and police substations, to be credited toward overall contribution by all parcel owners in the Toquop planning area. Contributions of sites, equipment and facilities will be credited or prorated toward overall public safety needs in a proportional manner by all parcel owners in the Toquop planning area.

F. The Toquop planning area fire stations shall be located within a five (5) mile road distance radius of all developed properties and maintain at least one primary police station. Site dedications by developers will be based upon locational needs and requirements of this title.

G. Substations will be required based on travel distance, density and the type of proposed development and determined by Lincoln County at the time of the development agreement. Substations will require at least one fire engine, one quick response vehicle and one EMT/rescue vehicle.

H. The primary fire station shall be equipped and provided by developers with at least two (2) pumper trucks, one tanker truck, and ladder truck capable up to thirty five feet (35') in height (standard building height for Toquop), one EMT/rescue vehicle. If building height waivers are requested above thirty five feet (35') developers will be required to provide a ladder truck near the site and associated storage facilities for such vehicles.

I. Public clinic locations shall be available to residents in Toquop, either by interlocal agreement, development agreements or other means.

J. All buildings must follow the adopted codes of Lincoln County (IBC) in order to meet public safety requirements.

K. The fire safety rating system will be the highest rating attainable with all buildings required to be fire sprinklered. (Ord. 2007-01, 3-5-2007)

14-5-20: WATER DISTRIBUTION SYSTEM: 



- A. Sizing: The water distribution system internal to the development shall be sized to meet both the initial and future culinary and fire safety demands of the proposed development. Oversizing for likely extensions for future phases is also required at the time of installation. Any oversizing costs shall be shared proportionally based on overall development areas and proposed densities by the affected developers.
- B. Design Standards: Except as noted, all water systems shall be designed in accordance with the uniform design and construction standards for water distribution systems, the uniform standard specifications for public works construction, and the NFPA code.
- C. Building Fire Sprinkler Systems: All buildings shall be provided with an approved automatic fire sprinkler system in accordance with the fire code. The water system design shall accommodate the requirements for building fire sprinkler systems in accordance with NFPA 13, 13R, and 13D. The building fire sprinkler system shall meet fire code requirements.
- D. Fire Hydrants: In all residential areas, fire hydrants shall not be spaced greater than five hundred feet (500') apart.
- E. Future Connections: If future connection to a different supply system is anticipated, critical pressure in that system may be used as the starting design pressure.
- F. Service Life: The system is to be designed for a minimum service life of fifty (50) years.
- G. Freeze Prevention: System must provide sufficient cover to prevent freezing.
- H. Dead End Mains: Dead end mains are to be provided with a suitable means for flushing.
- I. Fire Flow Standards: Standards for fire flows as required by international fire code and NFPA. (Ord. 2007-01, 3-5-2007)

14-5-21: WATER RELIABILITY REQUIREMENTS:

- A. The average daily demand of the entire service area and the proposed development will be based on a maximum of one-half (1/2) acre-foot per home per year with water conservation measures at the national average or future requirements set forth by the county water district.
- B. The average daily demand and fire flow for commercial and industrial uses will be reviewed based on the anticipated demand of the proposed development. Appropriate multipliers may be utilized in calculating this amount.
- C. Each residential lot shall have adequate water to meet required landscaping areas and types as specified in this title.
- D. In addition to the fifteen percent (15%) turf limitation, watering will not be permitted between the hours of nine o'clock (9:00) A.M. and seven o'clock (7:00) P.M. between April 1 and October 1 of each year.
- E. The development agreement shall include any requirements for water under section 14-4-2 of this title.
- F. Individual on site wells will not be permitted in the Toquop township.
- G. All water facilities (tanks and accessory buildings) colors and design shall blend with the surrounding environment. (Ord. 2007-01, 3-5-2007)

14-5-22: WASTEWATER COLLECTION TREATMENT:



- A. Wastewater collection systems shall be designed in accordance with uniform plumbing codes.
- B. Septic systems shall not be permitted except in the R-E district for residential use. (Ord. 2007-01, 3-5-2007)

14-5-23: WATER CONSERVATION:

- A. Standards: Standards for water closets, urinals, and flow rates used in the Toquop area shall conform to the most recent international plumbing code.
- B. Reuse Water (Secondary System): A secondary (or dual) water system shall be utilized throughout all zones in the PUD. Rights of way shall be designed to accommodate the use of dedicated irrigation lines in addition to other required systems.
- C. Gray Water Systems: Use of gray water systems are encouraged in master planned communities, particularly in large projects (such as hotels) as the water supply for flushing toilets.
- D. Landscape Watering: Reuse and gray water systems for watering golf courses (fairways and greens), fountains, landscaping strips in ROWs, common open space, and ponds are required. (Ord. 2007-01, 3-5-2007)

14-5-24: UTILITIES:

- A. Underground Installation: All utilities, including electricity and telephone, television and traffic signal service lines shall be installed underground, with the exception of high voltage transmission lines above one hundred thirty eight (138) kilovolts (all distribution voltage must be buried), transformer and switch boxes, and vaults.
- B. Electric Utilities: Electric utilities will meet national electrical safety code standards.
- C. Underground Location: Typical underground utility and pipe locations in streets shall follow RTC uniform standards and specifications.
- D. Installment Methods: Trenching, anchoring, installation, and chlorination methods shall follow RTC uniform standards and specifications.
- E. Utility Fixtures: Utility fixtures, such as transformers, junction vaults, and traffic control pedestals, irrigation controls, and fire protection equipment (except hydrants) shall be set back from public rights of way and screened from view.
- F. Location Of Utility Poles And Cabinets: Utility poles or cabinets must be located away from sidewalks.
- G. Telecommunications Facilities: All telecommunications facilities and accessory structures will be sited to minimize their view or be collocated with other facilities. Facility design, exterior colors and materials will be required for the facility to blend with the surrounding landscape. (Ord. 2007-01, 3-5-2007)

14-5-25: HOMEOWNERS' AND COMMON AREA MAINTENANCE ASSOCIATIONS (HOA AND CAM):

A. Homeowners' Associations:

1. Much of the Toquop area roads and landscape will eventually be owned and maintained by private homeowners, requiring an ongoing homeowners' association to be established. Therefore, HOAs must be established prior to the first parcel being sold within all residential developments.
2. Membership and dues to the homeowners' association shall be mandatory for each owner and successive buyer.



- 3. Maintenance of the perimeter landscaping shall be the responsibility of the property owner, developer, or homeowners' association and described as such in proposed CC&Rs for each PUD.
- 4. The management and maintenance agreement for common open space and recreational facilities shall be permanent or in conjunction with a long term agreement (e.g., 99 years).
- 5. The homeowners' association shall be responsible for liability insurance and the maintenance of recreational service and other facilities as deemed necessary by the county.
- 6. CC&Rs for each individual development/subdivision shall be initially created by the developer and subsequently maintained and enforced by the established HOA in perpetuity. Any CC&Rs must meet minimum standards of this title.
- 7. CC&Rs shall address parking limitations, landscaping and architectural limitations, common area maintenance and other issues deemed appropriate by each HOA if not outlined in this title. Any additional requirements may not be less restrictive than those listed herein. The HOA must also address the limitation to potential impacts to the Virgin River Basin through involvement in the Virgin River watershed group or through the establishment of a best management practices committee.
- 8. Homeowners shall pay their pro rata share of the cost and the assessment levied by the association that can become a lien on the property in accordance with Nevada Revised Statutes 278.
- 9. The association shall be required to adjust its assessment to meet changing needs with a majority of total votes received.

B. CAMs:

- 1. Office, commercial and industrial developments shall establish a mechanism to manage and maintain common areas to the development.
- 2. Each building and/or property owner in the development shall be a member of this management mechanism.
- 3. The management and maintenance agreement for common open space and recreational facilities shall be permanent or in conjunction with a long term agreement (e.g., 99 years).

C. Maintenance Districts: Maintenance districts may be created by the county to address any maintenance or service related issues not addressed adequately by the homeowners' association. Any associated cost will be imposed as a fee to be paid by the property owner and if unpaid will become a lien upon the property. (Ord. 2007-01, 3-5-2007)

14-5-26: MANUFACTURED HOUSING:

- A. Manufactured housing standards must conform to Nevada Revised Statutes 278.
- B. Manufactured homes in the Toquop area shall contain a minimum of one thousand two hundred (1,200) square feet of living area, equal to that of the smallest single-family home. In addition, all manufactured homes will be required to have the first floor level near adjacent finish grade level. The intent is to maintain the appearance of a standard stick built home. (Ord. 2007-01, 3-5-2007)

14-5-27: HOME OCCUPATIONS:

- A. Purpose: Home occupations although more of a "use" than a standard, are addressed in this title because the community is expected to model a quiet bedroom type community with higher percentages of persons working at home than the national norm. For this reason, the following standards must be met:



B. Permitted Home Occupations: Permitted home occupations are subject to the following standards:

800 numbers and 900 numbers.

Artist.

Bookkeeping, accounting services.

Ceramics, kiln with a one hundred twenty (120) volt service only.

Computer based businesses.

Computer graphics services.

Consulting services.

Court reporting.

Errand services.

Family home (baby sitting).

Flower arrangement, excluding fresh flowers.

Handicraft, including gift basket assembly (no alcoholic beverages nor food products produced at the home).

Health fitness training services.

Information services.

Insurance adjustment services.

Interior design services.

Internet design and management.

Janitorial services.

Jewelry making, excluding the smelting of metal.

Maintenance businesses, except licensed contractors.

Massage therapist - outcall only.

Newspaper delivery service.

Party planning services.

Photography and related services, excluding the processing of film.

Professional services (such as architects and similar professions).

School - individual instruction.

Secretarial services.

Tailoring, sewing services.

Tax preparation services.



Telephone services, does not include escort services nor telemarketing services.

Travel agent.

Writer.

- C. Services: Services must be business outcall only with no walk-in traffic.
- D. No Disturbance: There shall be no disturbance such as noise, vibration, electrical interference, smoke, dust, odor, lighting, heat or glare beyond the lot lines or beyond the confines of the dwelling unit.
- E. No On Site Sales: There shall be no direct selling, leasing or delivery of stocks of merchandise, supplies or products on, to or from the premises.
- F. Exterior Alterations: There shall be no external alteration of the residential appearance of a dwelling unit. At or in front of the dwelling unit of the home occupation, there shall be no exterior display; no exterior storage of merchandise, inventory, equipment or materials; no exterior deposition of waste materials, except that which is placed at the curb the day of garbage pick up; window display, including a sign visible from outside the dwelling unit; no house calls; nor other indication from the exterior that a dwelling unit or accessory building is being used in part for any use other than that of a dwelling unit or accessory building for purely residential purposes.
- G. Harmful Materials: There shall be no toxic, explosive, flammable, combustible, corrosive, etiologic, or radioactive materials, used or stored on the premises, except that which is generally used for residential purposes.
- H. Parking: At or in front of the dwelling unit of the home occupation, the use; parking or storage of such equipment and vehicles as tractors, semitruck tractors or trailers; heavy equipment such as construction equipment; vehicles over 1.5 tons; and commercially licensed vehicles with six (6) wheels or more shall be prohibited.
- I. Space: Occupation must occupy no greater than fifteen percent (15%) of space in home (excluding garage).
- J. Employees: No more than one on site employee (in addition to homeowner) is permitted to work on premises.
- K. Other Uses: Any uses not listed for home occupations (or prohibited) may be considered by the planning director through a similar use determination application process. (Ord. 2007-01, 3-5-2007)

Chapter 6
APPENDICES

- 14-6-1: APPENDIX A; DEFINITIONS:
- 14-6-2: APPENDIX B; TOQUOP PLANNING AREA MAP:
- 14-6-3: APPENDIX C; OUTDOOR LIGHTING CODE:
- 14-6-4: APPENDIX D; TREES FOR TOMORROW:
- 14-6-5: APPENDIX E; WEED MANAGEMENT PLAN:
- 14-6-6: APPENDIX F; PARKING STANDARDS:
- 14-6-7: APPENDIX G; PERMITTED USES:

14-6-1: APPENDIX A; DEFINITIONS:

ABUTTING: Having a common border with, or being separated from such a common border, by a public or private street, alley, or easement.

ACCENT LIGHTING: Any directional lighting which emphasizes a particular object or draws attention to a particular area.

ACCESS: A means of approach to provide vehicular or pedestrian physical entrance to a property.



ACCESSORY BUILDING: A detached building clearly incidental to, and located upon, the same lot occupied by the main building. Any accessory building shall be considered to be a part of the main building when joined to the main building by a common wall or when an accessory building and the main building are connected by a breezeway.

BUILDING: Any structure, other than a tent, having a single or common roof supported by columns or walls.

BUILDING HEIGHT: The vertical distance from the average grade to the highest building point.

CASINO: A gaming establishment that holds a nonrestricted gaming license issued by the Nevada gaming commission and by the board pursuant to title 4, chapter 9 of this code.

CHARACTER AREA: Specific designs in designated areas that are all similar in style and color and highlight the character and aesthetics of an area with colors, styles, or designs.

DARK SKY LIGHTING: Outdoor lighting fixtures that are ninety degree (90°) cutoff fixtures, shielded towards the ground and do not allow light pollution onto adjacent parcels. See section 14-6-3, "Appendix C; Outdoor Lighting Code", of this chapter.

DENSITY: The number of residential dwelling units occupying a given land area, expressed in terms of dwelling units per gross acre of land.

DEVELOPMENT AGREEMENT: A written agreement, adopted pursuant to state statutes for a specified period of time between the county and any person having a legal or equitable interest in real property for the purpose of developing such property in accordance with specified laws, ordinances, codes, rules and regulations in effect at the time such agreement is executed, in return for additional development requirements that may include, but are not limited to, provision of design standards, public facilities and staffing, on and off site infrastructure and other improvements.

DISABLING GLARE: Light that impairs visibility, and does create a potentially hazardous situation for either pedestrians or motorists.

GLARE: The brightness of a light source that causes eye discomfort.

GRADE: The average level of the finished ground level at the center of all walls of the building and the finished grade for the purpose of determining the height of fences, walls, and/or hedges shall be the top of curb grade for fences, walls and hedges along a street. Where the finished grade line of a lot is above or below the finished grade line of an abutting lot, the finished grade shall be the point on the high side.

GRADING: Any excavation, filling, clearing vegetation, rough grading, stockpiling, or altering the natural ground surface or its elevation.

HAZARDOUS MATERIALS: May include, but are not limited to, explosives, flammables, combustibles, compressed gases, cryogenics, poisons and toxins, reactive and oxidizing agents, radioactive materials, corrosives, carcinogenics, or etiological agents, or any combination thereof.

LAMP: The light producing source installed in the bulb portion of a luminaire.

LANDSCAPING: The combination of natural elements such as trees, shrubs, ground covers, vines, and other living organic and inorganic material which are installed for purposes of creating an attractive and pleasing environment, screening unsightly views, reducing environmental heat, filtering particulate matter from the air, and boosting oxygen levels. Public art, water features, plazas, patios, decorative courtyards and lighting may also be considered landscape elements.

LEGAL HARDSHIP: That the strict application of the regulations would work an unnecessary hardship and that the granting of the application is necessary for the preservation and enjoyment of substantial existing property rights.

LIGHT POLLUTION: General sky glow caused by the scattering of artificial light in the atmosphere and resulting in decreased ability to see the natural night sky.

LIGHT TRESPASS: Light emitted by a luminaire that shines beyond the property on which the luminaire is installed.



LUMINAIRE: A complete lighting unit including the lamps, together with the parts required to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. Used synonymously with fixture.

MASTER DEVELOPMENT PLAN: Upon submittal of development agreement or any development of land within the Toquop planning area a master development plan shall be submitted in accordance with Nevada Revised Statutes 278A, title 13 of this code and this title. Selected portions of the planned unit development submittal requirements will be required per this title for any master development plan.

MASTER DEVELOPMENT PLAN APPLICATION: Preliminary design concept for overall planned unit development area as presented by parcels A-J subsequent to the approval of a development agreement outlining overall development potential of the subject tract.

NUISANCE GLARE: Light that creates an annoyance or aggravation, but does not create a potentially hazardous situation.

OPEN SPACE: Land areas which are dedicated to the county, GID or HOA for public use. These areas may not be occupied by any nonrecreational structures designed or intended for vehicular traffic, parking, buildings, or structures but allow water features, decorative objects such as artwork, decorative fences, unenclosed patios and balconies. Public open space areas will include areas of not less than twenty five percent (25%) total open space area that are usable for recreational uses and contain slopes less than thirty five percent (35%).

PATIO COVER: A structure, which is not enclosed and provides sheltered outdoor space, except that a patio cover may be partially enclosed providing that the wall area is more than fifty percent (50%) open, not including windows. This does include balconies.

PUBLIC UTILITY: Water, sanitary or storm sewers, telecommunications, traffic signal and street lighting systems, petrochemical pipelines, electric power, gas, cable television systems or facilities, irrigation water company systems, or other facilities permitted to be within county rights of way or the companies operating such facilities, and including the meaning ascribed under section 704.020 of the Nevada Revised Statutes.

RELIGIOUS INSTITUTION: Any church, synagogue, mosque, temple or building, which is used primarily for religious worship and related religious activities.

RIGHT OF WAY: A strip of land, which is used as a roadbed, either for a street or railway. The land is set aside as an easement or in fee, either by agreement or condemnation. Also used to describe the right of land to pass over that of another.

SCHOOL: Any public or private educational facility including, but not limited to, child daycare facilities, nursery schools, preschools, kindergartens, elementary schools, primary schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, special education schools, universities, and community colleges. School includes the school grounds, but does not include the facilities used primarily for another purpose and only incidentally as a school.

SECONDARY WATER SYSTEM: Pressurized or open ditch water delivery system of untreated water for irrigation of privately or publicly owned lawns, gardens, parks, cemeteries, golf courses and other open areas. These are sometimes called "dual" water systems.

SEXUALLY ORIENTED BUSINESS: An adult arcade, adult bookstore, adult novelty shop, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, massage parlor, sexual encounter establishment, escort agency or seminude model studio. This includes phone and internet based adult businesses.

SHIELDING: No light rays are emitted by a fixture above the horizontal plane running through the lowest point of the fixture where light is emitted.

STREET: A public or private thoroughfare used, or intended to be used, for passage or travel by automobiles, trucks, bicycles and/or pedestrians, whether designated a street, road, avenue, trail or otherwise, and including all the improvements and landscaping within the right of way or easement or a thoroughfare which has been made public by right of use and which affords the principal means of access to abutting property.

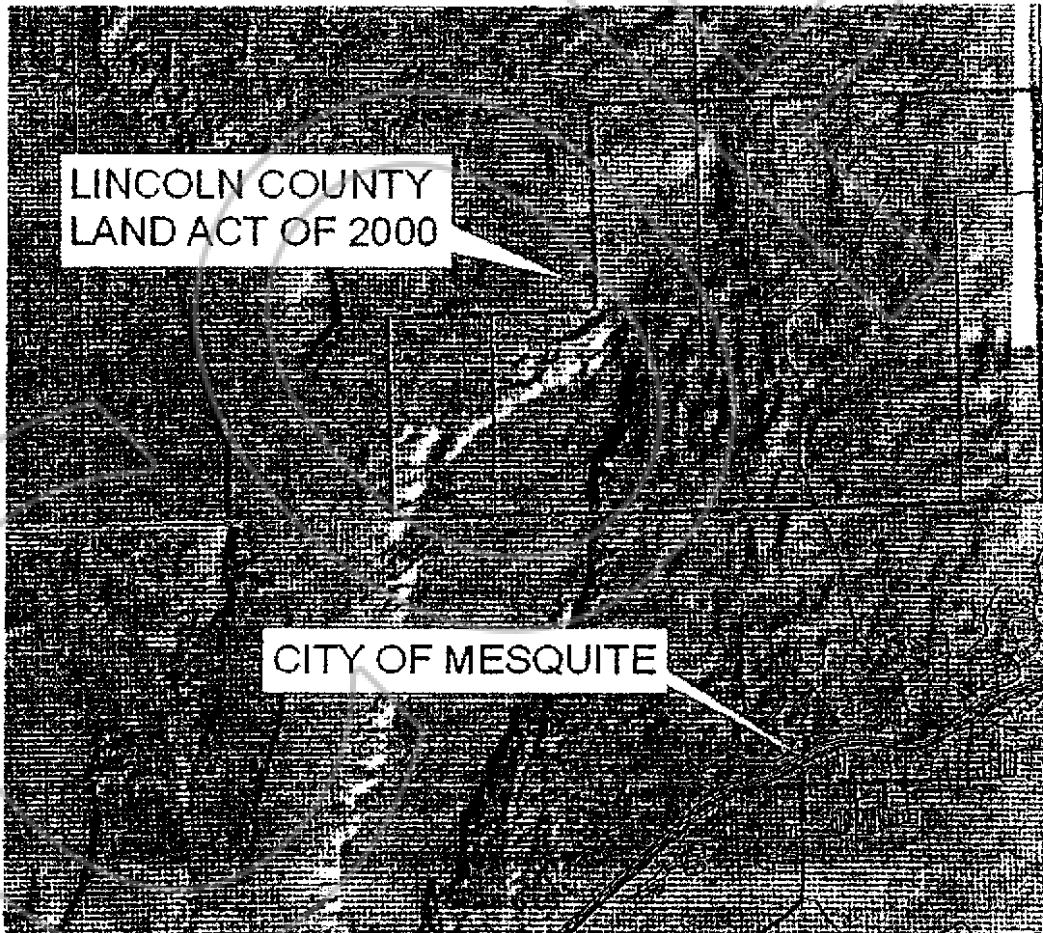
TURF: Any grassy area maintained by frequent mowing and fertilization and/or watering, commonly used for lawns and playing fields.



XERISCAPE: A style of landscaping for the purpose of water and energy conservation that is generally accepted to include the following seven (7) principles:

- A. Appropriate planning and water conserving design.
- B. Reduced lawn areas.
- C. Appropriate and efficient irrigation.
- D. Soil improvement for water absorption and retention.
- E. Use of organic or inorganic mulches.
- F. Use of low water demand plants and trees.
- G. Good maintenance. (Ord. 2007-01, 3-5-2007; amd. Ord. 2008-04, 12-15-2008, eff. 7-1-2009)

14-6-2: APPENDIX B; TOQUOP PLANNING AREA MAP: 



(Ord. 2007-01, 3-5-2007)

14-6-3: APPENDIX C; OUTDOOR LIGHTING CODE:

- A. The purpose of the outdoor lighting section is to regulate outdoor lighting in order to: reduce light pollution; reduce or prevent glare; reduce or prevent light trespass; conserve energy; promote a sense of safety and security; and ensure aesthetically appropriate outdoor lighting in keeping with the character of the Toquop planning area.
- B. Applications for tentative PUDs, building permits which include the installation or replacement of outdoor lighting fixtures for new construction, additions or remodeling shall provide evidence of compliance with the requirements of this section. The submittal shall contain the following information:
 - 1. Plans indicating the location, type, and height of luminaires including both building and ground mounted fixtures;
 - 2. A description of the luminaires, including lamps, poles or other supports, and shielding devices, which may be provided as catalogue cuts from the manufacturer;
 - 3. Photometric data, such as that furnished by the manufacturer, showing the angle of light emission; and
 - 4. Additional information as may be required by the planning and land use department in order to determine compliance with this section.
- C. Applications for single-family residential or other projects where no lamp exceeds one hundred sixty (160) watts shall not be required to comply with subsection B of this section.
- D. Illumination levels and uniformity shall be in accordance with current recommended practices of the Illuminating Engineering Society as available from the planning and land use department. Recommended standards of the Illuminating Engineering Society shall not be exceeded.
- E. All outdoor lighting fixtures shall be designed, installed, located and maintained such that nuisance glare onto adjacent properties or streets shall be minimized to the greatest extent practical. Disabling glare onto adjacent properties or streets shall not be permitted. This subsection may be enforced on the basis of a formal complaint filed in writing with the planning department.
- F. To address public safety concerns, pedestrian corridors and crosswalks may include lighted bollards or low profile (4 feet or shorter) decorative lighting fixtures. These fixtures shall meet dark sky lighting standards and be ninety degree (90°) or less cutoff fixtures and fully shielded or hooded.
- G. Lighting covenants will be developed and recorded by developers for homeowners to disclose to homeowners the nature of the dark sky policies and proper lighting fixtures for all exterior lighting. The HOA will be responsible for monitoring and enforcement of such covenants.
- H. Any accessory structures or utilities built in conjunction with the Toquop planning area will follow dark sky lighting standards developed in conjunction with the PUD.
- I. Accent lighting shall be directed onto the building or object and not toward the sky or onto adjacent properties. Direct light emissions shall not be visible above the roofline or beyond the building edge.
- J. Soffit or recessed lighting is strongly encouraged when exterior ambient lighting is necessary for all buildings.
- K. The following type of lamps are permitted and shall be shielded as follows:

Lamp Type	Required Shielding
Low pressure sodium	Yes



High pressure sodium	Yes
Metal halide	Yes
Fluorescent, quartz-halogen, and incandescent over 160 watts (per fixture)	Yes
Incandescent 160 watts or less (per fixture)	No
Glass tubes filled with neon ¹ , argon, or krypton	No
Any light 50 watts or less (per fixture)	No

Note:

1. Neon is permitted only in casino districts.

(Ord. 2007-01, 3-5-2007)

14-6-4: APPENDIX D; TREES FOR TOMORROW:

NOTE: See actual Title 14 for Table.

(Ord. 2007-01, 3-5-2007)

14-6-5: APPENDIX E; WEED MANAGEMENT PLAN:

A. Invasive plant species are dramatically changing the natural resources of Nevada by displacing historic native vegetation and forming extensive monocultures of alien plants. This process displaces plants necessary for soil retention, ecological function, helps limit fire history to historic frequencies, and provides habitat and nutrition for many different species of animals. Included among the animals dependent upon native vegetation are many endangered species, including the desert tortoise.

B. Coordinated long term controls of invasive plants are essential to keep them in check. All people who are associated in any way with natural resources have a responsibility to assist in the efforts to keep invasive plant species under control. Landowners are specifically responsible for designated noxious weeds under Nevada statute.

C. Developers need to take all steps necessary to ensure that noxious weeds are not allowed to produce propagative parts (seeds, root stolons, etc.) to grow within the PUD boundaries.

D. An approved "noxious weed management plan" will be required with a tentative PUD application or grading permit. Items to be included in a "noxious weed management plan" for approval are:

1. Survey of development proposal and all existing noxious weed infestations located with GPS.
2. Soil disturbances will be held to a minimum. When soil disturbance is necessary topsoil will be removed, stored in a manner that keeps it weed free, and replaced over all appropriate disturbed areas.
3. Wherever soil disturbance does occur the disturbed area will be revegetated, planted or reseeded with appropriate, approved vegetation at the earliest practical growing season, even if this necessitates additional revegetation at a future date.
4. All vehicles and equipment used in the construction and maintenance activities will be thoroughly cleaned before site entry of soil or plant materials that could transport noxious weed seed to the site.



5. All staff will receive training about noxious weed management and will make every effort to identify any noxious weeds growing on the site.
6. Noxious weed maintenance will continue for the life of the development and until complete restoration of the site to a condition similar to the vegetation prior to development.
7. The plan will be reviewed and accepted by the Lincoln County board of commissioners prior to the issuance of notice to proceed with the subdivision development. The weed management plan will be reviewed for approval by the local conservation districts, weed control district or other assigned body.
8. Oversight will be the responsibility of the developer, but Lincoln County reserves the right to periodically review the oversight with on site visits.
9. Planting materials for revegetation will be reviewed for acceptance by the county. (Ord. 2007-01, 3-5-2007)

14-6-6: APPENDIX F; PARKING STANDARDS:

Housing Type	Minimum Required Parking (Per Sq. Ft.)	Other/Additional Space Requirements	Minimum Required Bicycle Parking ¹	Minimum Required Loading Spaces ¹
Single- and two-family residences	2.0			
Single-family attached	1.25			
Studio apartment or 1 bedroom unit	1.75			
2 bedroom units	1.75			
Units with more than 2 bedrooms	2.0			
Visitor parking	1:5			
Senior housing	1	Covered or enclosed		

Commercial/Retail Service Uses	Minimum Required Parking (Per Sq. Ft. Or Other Basis)	Other/Additional Space Requirements	Minimum Required Bicycle Parking ¹	Minimum Required Loading Spaces ¹
Adult bookstores and sex novelty shops	3 per 1,000			
Adult entertainment cabarets	10 per 1,000	Not less than 15		
Adult theaters (AB)	1 per 90 sq. ft.	Not less than 15		



Automobile repair	5.5 per 1,000	Not less than 5	
Automobile sales/ auctions	2 per sale	Plus 1 per 20 display vehicles	
Bar, lounge, tavern	10 per 1,000 sq. ft.	Plus 2 per 1,000 outdoor use areas	
Car wash, automated	2	1 per employee stacking areas	
Financial services	4 per 1,000		
Funeral home	10 per 1,000 sq. ft.		
Furniture and appliance store	2 per 1,000 sq. ft. up to 15,000 sq. ft.	Then 1.25 per 1,000	
Grocery stores/ convenience markets	4 per 1,000 sq. ft.		
Hotels/motels	1 per guestroom up to 500 rooms	1:2 500-1,000 1:4 over 1,000 and 10 per 1,000 sq. ft. of on site restaurant	
Office	4 per 1,000 sq. ft.		
Plant nurseries, building materials, equipment rental or sales yards, and similar uses	2 per 1,000 sq. ft., plus 1 per 2,500 sq. ft. of outdoor display		
Resort hotels, includes timeshare and all accessory uses, including cofacilities (except for amusement parks and stadiums or arenas)	1 per guestroom up to 500 plus 1 per 2 guestrooms over 500 up to 1,000 plus 1 per 4 guestrooms over 1,000 plus 6 per 1,000 sq. ft. all other uses (except for access to the rooms)		
Restaurants: freestanding restaurants not in a shopping center	10 per 1,000 sq. ft. plus 2 per 1,000 sq. ft. outdoor public uses		
Retail uses such as 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 per 1,000 for up to 75,000 sq. ft.		
Vehicle services/ maintenance stations	3 per service bay	Plus 4 per 1,000 sq. ft. of retail sales	



Institutional Uses	Minimum Required Parking (Per Dwelling Unit)	Other/Additional Requirements	Minimum Required Bicycle Parking¹	Minimum Required Loading Spaces¹
Congregate care facility	1 per 3 beds	1 per employee		
Hospitals	1.5 per bed			
Hotels, motels (including office, lobby, and timeshare, but not including resort hotels)	1:2 guestrooms, 0_500 sq. ft. 1:4 guestrooms, 500_1,000 sq. ft.	Plus 10 for restaurant on site		
Medical/dental offices and clinics	4 per 1,000 sq. ft.			
Place of worship	10 per 1,000 sq. ft.	0.5 per bedroom for residence		

Educational Uses	Minimum Required Parking (Per Sq. Ft. Or Other Basis)	Other/Additional Requirements	Minimum Required Bicycle Parking¹	Minimum Required Loading Spaces¹
Childcare or daycare	4 per 1,000	Designated drop off and stacking place		
Elementary and middle schools	1 per classroom	Plus 4 per 1,000 sq. ft. of office		
High school	7 per classroom	Plus 4 per 1,000 sq. ft. or 1:90 sq. ft. of gym or auditorium (larger of the 2)		
Colleges/universities	1 per 2 employees	1 per 3 students based on maximum projected enrollment		
Other schools for music, technical, business or sports	2 per 1,000	Plus 4 per 1,000 sq. ft. office		

Cultural Entertainment Uses	Minimum Required Parking (Per Sq. Ft. Or Other Basis)	Other/Additional Requirements	Minimum Required Bicycle Parking¹	Minimum Required Loading Spaces¹
Amusement parks	1 per 600 of internal acreage			

Billiards hall	1 per 90		
Bowling alleys	4.5 spaces per lane		
Club/loodge	10 per 1,000		
Community/recreational buildings not in conjunction with a residential use	4 per 1,000		
Convention facilities (stand alone)	2 per 1,000		
Dance halls, skating rinks and similar uses	10 per 1,000		
Golf course	2.5 per 1,000	Plus 1:2 tees 4 per green	
Health or fitness	5:1,000		
Library, museum	3.3:1,000		
Miniature golf	3 per hole		
Stables, horseback riding and boarding	1:3 per stalls or corrals		
Stadiums and arenas	1:4 seats or per 8 ft. of bench		
Tennis clubs	3 per court	Plus other uses on site	
Theaters	1:4 seats or 1 per 90 sq. ft.		

Technical Uses	Minimum Required Parking (Per Sq. Ft. Or Other Basis)	Other/Additional Requirements	Minimum Required Bicycle Parking ¹	Minimum Required Loading Spaces ¹
Distribution centers	1:1,000 up to 125,000	1:2,000 over 125,000		
Manufacturing, industrial, warehousing (with showrooms)	2 per 1,000	May include incidental uses		
Outside storage, auto dismantling, salvage yards	1:7,000 up to 42,000	Plus 1:42,000 additional space; minimum 3 spaces		

Note:
 1. Standards to be adopted by Lincoln County.



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(restaurants)																	
Emergency healthcare		Y	Y	Y			Y	Y	Y								Y
Food and beverage sales		Y	Y	Y			Y	Y									
Golf course	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y*	Y	Y	Y	Y	Y	Y	Y
Government offices	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y						Y
Greenhouse					Y	Y					Y						
Group living	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*		Y*	Y*	Y*	Y*	Y*	Y*	Y*
Heliports			Y*	Y*	Y*	Y*	Y*	Y*	Y								
Holiday sales (temporary)	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*			Y*						
Home occupation				Y#								Y#	Y*	Y*	Y*	Y#	Y#
Horticulture					Y*	Y*	Y*	Y*		Y*	Y						
Hospitals	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*								Y*
Hotel/motel		Y*	Y	Y*	Y		Y	Y									
Junkyard					Y*	Y*					Y*						
Laboratories	Y*	Y*	Y*		Y*	Y*					Y*						
Liquor store	Y*	Y*	Y	Y*	Y	Y	Y	Y									
Live entertainment events, temporary		Y*	Y		Y				Y	Y	Y						
Maintenance and repair services		Y*	Y*		Y*	Y*						Y*					
Maintenance and service facilities			Y		Y	Y			Y			Y*					
Microbreweries,	Y	Y		Y*	Y	Y	Y	Y			Y*						



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malt beverage																
Mining and processing (short or long term)				Y*	Y*					Y*						
Mobile home estate subdivision											Y*	Y*	Y*	Y*	Y*	Y*
Museums	Y*	Y	Y	Y*			Y	Y	Y							
Nonprofit rehabilitation centers	Y*	Y	Y		Y											
Pawnshops			Y*		Y*											
Personal improvement services	Y*	Y	Y							Y						
Personal services	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y*	Y*	Y*	Y*	Y*	Y*
Plant nurseries		Y*	Y*		Y*	Y*		Y		Y						
Property sales (real estate)	Y*	Y*	Y*	Y*						Y#	Y#	Y#	Y#	Y#	Y#	Y#
Public safety facilities	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Recycling facilities			Y*		Y*	Y		Y*		Y*						
Religious assembly (includes churches, etc.)	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*		Y*	Y*	Y*	Y*	Y*	Y*	Y*
Research and development services	Y	Y	Y	Y*	Y	Y				Y*						
Retail sales/rental		Y	Y	Y*	Y		Y	Y		Y*						
Rock crushing					Y*	Y*				Y*						
Schools	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*		Y*	Y*	Y*	Y*	Y*	Y*
Senior institutional	Y*	Y*	Y*	Y*			Y*	Y*	Y*		Y*		Y*	Y*	Y*	Y*



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housing																	
Service station		Y*	Y*		Y	Y	Y	Y				Y*					
Street fairs/trade fairs		Y*	Y	Y*	Y*		Y	Y									
Swap meets			Y		Y	Y											
Tattoo and body alteration parlors			Y	Y*	Y												
Taverns and bars		Y	Y*	Y			Y	Y									
Temporary buildings incidental to construction	Y*	Y*	Y	Y*	Y	Y	Y*	Y*	Y*	Y	Y	Y*	Y*	Y*	Y*	Y*	Y*
Temporary development lodging	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y*	Y*	Y*	Y*	Y*	Y
Temporary outdoor event	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*						
Temporary religious assembly	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Toolsheds (storage of domestic supplies - noncommercial)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y*
Transfer station (solid waste)			Y*		Y	Y						Y*	Y*				
Transfer terminal		Y*	Y		Y*	Y	Y*	Y	Y*			Y*					
Travel services	Y	Y	Y	Y								Y#	Y#	Y#	Y#	Y#	Y#
Travel trailer and RV park			Y*				Y*	Y*				Y*					
Utilities	Y	Y	Y	Y	Y	Y	Y	Y	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*
Vehicle/equipment sales and services			Y		Y	Y						Y*					
Veterinary office	Y*	Y	Y		Y							Y	Y*				



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EXHIBIT E

Owner's Affidavit

COPY



Summary: An ordinance to approve a development agreement and conceptual plan for the development of Parcel “C” in the Toquop Planning Area.

BILL NO. 2014-__

ORDINANCE NO. 2014-02

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT AND CONCEPTUAL PLAN FOR A PLANNED UNIT DEVELOPMENT BY THE BLT ACQUISITION GROUP, LLC, KNOWN AS PARCEL “C” IN THE TOQUOP PLANNING AREA. THE PROPOSAL IS FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT 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 BLT Acquisition Group, LLC, The applicant is asking for concurrent approval of their conceptual plan with this 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 "Parcel C Planned Unit Development" 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

M. Muto

Paul Mathews

Paul Mathews

Nays: None

Abstain: None

Absent: Kevin Phillips

BOARD OF COUNTY COMMISSIONERS
LINCOLN COUNTY

Ed Higbee
Ed Higbee, Chairperson

ATTEST:

[Signature]
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.**