

APN 012-210-02

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OFFICIAL RECORD
AMY ELMER, RECORDER

DEVELOPMENT AGREEMENT - LINCOLN COUNTY AND PARSONS

Title of Document

Affirmation Statement

X I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) 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, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

Signature

DIRECTOR - PLANNING AND BUILDING

Title

CORY LYTLE

Print

1/13/22

Date

Grantees address and mail tax statement:

CC Planning Department
P.O. Box 329
Pioche, NV 89013

DEVELOPMENT AGREEMENT

between

COUNTY OF LINCOLN

and

**Keith and Vilace Pearson
and
Roger and Kady Pearson**

pertaining to:

Castle Rock

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into by and between the County of Lincoln (“**County**”) and Keith and Vilace Pearson and Roger and Kady Pearson, (“**Owner**”), the Owner of the real property described in Exhibit A hereto (the “**Property**”). This Agreement is legally effective when signed and dated by the Parties (defined below) below (the “**Effective Date**”). The Agreement is for the development of the Property (the “**Project**”) presently known as Castle Rock.

SECTION 1: DEFINITIONS

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

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

“**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.

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

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

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

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

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

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

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

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

SECTION 2: RECITALS, FACTS, AND FINDINGS

2.1 Recitals, Facts, and Findings of the Parties.

This Agreement is predicated upon the following facts and findings:

- A. Statutory Authorization.** The County is authorized by law and NRS including, but not limited to, NRS Chapters 278.0201 through 278.0207, inclusive, to enter into binding agreements with persons having a legal or equitable interest in real property to establish long range plans concerning the development of such property.
- B. Ownership Interest.** Owner represents that it has acquired fee title ownership of the Property.
- E. County Authorization and Hearing.** 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.
- F. County Intent.** County desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law and this Agreement to provide for public services and 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 in relation to surrounding areas.
- G. Owner Intent.** Owner wishes to obtain reasonable assurances from the County that Owner may develop the Project in accordance with the Existing Rules subject to the conditions established in this Agreement. The nature of the Project and the type and extent of the public and private improvements to be provided in mitigation of the Project’s impacts, justify Owner’s reasonable expectation of proceeding with the Project to completion.

SECTION 3: GENERAL PROVISIONS

3.1 Reliance of Owner on Existing Rules.

Subject to the requirements of Sections 3.3 and 3.4 below, and the prohibition on physical development until Subsequent Approvals are obtained as set forth in Section 4 below, County acknowledges and agrees, and hereby grants herewith to Owner, a fully vested right to develop the Property in accordance with the terms and conditions of this Agreement and the Existing Rules (the “Vested Rights”). In the event of a conflict between the Existing Rules and this Agreement, the more restrictive shall govern.

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

- A.** The following rules shall apply to the Project as they existed on the Effective Date (these are defined as the “Existing Rules”):
1. Title 12 and 13 of the Lincoln County Code;
 2. The (Lincoln) County Master Plan;
- B.** The County may apply any enactment, amendment, modification, or change of the following rules after the Effective Date (these are the “Subsequent Rules”):
1. Applicable state and federal laws and regulations, including building, construction, health, and life safety codes;
 2. Fees, monetary payments, submittal requirements, and review procedures prescribed by ordinance, which are uniformly applied to all applications for permits within the County’s jurisdiction, including fees required for the issuance of land use approvals, building permits, plan checks, or inspections, based upon actual staff review time or similar administrative costs to the County.
- C.** Absent written agreement of the Parties, and other than the Subsequent Rules described in Subsection B above, no subsequent enactment, amendment, modification, or change of the Existing Rules shall apply to the Project that would:
1. Prevent all or a portion of the Property from being developed, used, operated or maintained in accordance with the terms and conditions of this Agreement or the Existing Rules;
 2. Limit or reduce the density or intensity of development on the Property, or any part thereof, to a density or intensity that is lower than that specified in this Agreement or the Existing Rules;
 3. Modify any land use designation or permitted or conditional use of the Property in a manner inconsistent with this Agreement or the Existing Rules;
 4. Limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any portion of the Property except as specifically permitted by this Agreement and the Existing Rules;

5. Impose any tax, condition, dedication or exaction that would conflict with this Agreement or the Existing Rules;
6. Require the issuance of discretionary or nondiscretionary permits or approvals by County other than those identified in the Agreement.
7. Apply to the Property any provision, condition or restriction that would be inconsistent with this Agreement and the Existing Rules.

3.3 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. 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.

3.4 Term of Agreement.

The Term of this Agreement shall commence upon the Effective Date and shall expire Twenty (20) years thereafter unless lawfully cancelled, revoked, or extended, as provided in this Agreement and Chapter 278 of NRS.

3.5 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.

3.6 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:

Lincoln County Planning and Building
P. O. Box 329
Pioche, NV 89043

with a copy to:

Office of the District Attorney
Lincoln County
P. O. Box 60
Pioche, NV 89043

To Owners:

Keith and Vilace Pearson Roger and Kady Pearson
PO Box 440
Panaca, NV 89042

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

3.7 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. All amendments to this Agreement shall be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Lincoln County, Nevada. Upon the completion of performance of this Agreement or its cancellation, revocation, or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Lincoln County, Nevada.

SECTION 4: PROJECT DEVELOPMENT, SERVICES AND FACILITIES

4.1 General Process.

The Parties agree that the Project will be developed in multiple segments and at the Owner's discretion. The Parties also agree that applicable County approvals shall be required for each segment. The approval process is further described below.

4.2 Maps and Permits.

Segments of the project will consist of an applicable subsequent map(s) submitted by the Owners and approved by the County.

4.3 Transportation and Drainage Improvements.

The Project is located approximately 1 mile south of the Town of Panaca on Whitewash Road. Whitewash Road is a County Maintained Road. Portions of the Whitewash Road crossing BLM administered land fall under Right-of-Way 90922. Additionally, the Project will contain a private ingress/egress loop road to access the interior parcels.

The Owner will be required to complete specific project-related transportation and drainage improvements outlined in Exhibit D.

4.4 Utility Water Service.

Utility water service for the Project shall be supplied by the Owner. Owner shall

obtain approval for service to the project from Panaca Farmstead Association.

4.5 Utility Power Service

Utility power service for the Project shall be supplied by the Owner. Owner shall obtain approval for service to the project from Lincoln County Power District #1.

4.6 Fire Protection.

Panaca Fire District acceptance of access road design.
Hydrants spaced at 500 feet maximum.

4.7 Grading and Drainage Improvements.

Grade work will be required to address necessary lot drainage.
Culverts for private access as well as drainage control for Whitewash Road will be required.
See Exhibit D.

4.8 Communication.

Lincoln County Telephone; conduits (easements)

SECTION 5: REVIEW AND DEFAULT

5.1 Compliance Reviews.

- A. Upon submittal of each subsequent map by the Owner, the County will review the development of the Project for compliance with NRS, this Agreement, and the Existing Rules.
- B. The compliance review, may include the following:
 - 1. The status of the services and facility obligations assumed by Owner pursuant to this Agreement, including percent completed;
 - 2. The current status of Project and the anticipated phases of development for the next calendar year;
 - 3. Any other data or information reasonably necessary for the County to complete its compliance review.

5.2 Procedures in the Event of Noncompliance.

- A. **Option 1.** In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing a

courtesy notice stating the reason for noncompliance and any action requested to correct the noncompliance.

Option 2. In the event that Owner obligations pursuant to Section 4 of this Agreement have not been carried out, the County shall not approve further subsequent map applications brought forward by Owner.

B. County Procedures.

1. **Notice to Remedy Noncompliance.** Pursuant to Section 5.2 above, the County, or designee, may issue a letter providing notice of County's intent to set the matter of non-compliance for hearing before the Commission.
2. **Review by Commission.** Following consideration of the evidence presented before the Commission and a finding based on substantial evidence that a default has occurred by Owner and that the default remains uncorrected, the Commission may authorize the suspension of map approvals, building permits, or other actions as deemed necessary until such non-compliance is corrected.

C. Owner Procedures.

1. **Hearing Scheduled.** Pursuant to Section 5.2 above, Owner may request in writing a hearing before the Commission for review of the alleged default.
2. **Review by Commission.** Following consideration of the evidence presented before the Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, the Commission shall direct County staff to correct the default.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year set forth the signature blocks below, as authorized to be effective on the 20th day of July, 2020 (the "Effective Date").

COUNTY:

AS RECOMMENDED BY THE LINCOLN COUNTY PLANNING COMMISSION

By: *Hannon Zelch*
Chair or Representative Date

BOARD OF COUNTY COMMISSIONERS, LINCOLN COUNTY, NEVADA

By: *Carlin A. Wolfe* 7/20/2020
Chair or Representative Date

Attest: *Linda* 7/20/2020
County Clerk Date

OWNER:

Keith and Vilace Pearson

By: _____ By: _____
Keith Pearson Vilace Pearson

Date: _____

Roger and Kady Pearson

By: [Signature] By: [Signature]
Roger Pearson Kady Pearson

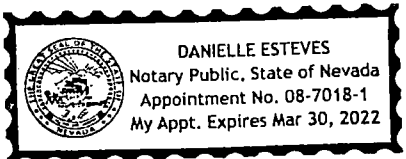
Date: 12-31-2021

State of Nevada)
)
 CLARK) SS
County of Lincoln)

This instrument was acknowledged before me on the 31st day of
DECEMBER, 2021 By: ROGER PEARSON

KADY PEARSON
Owner/Agent: _____

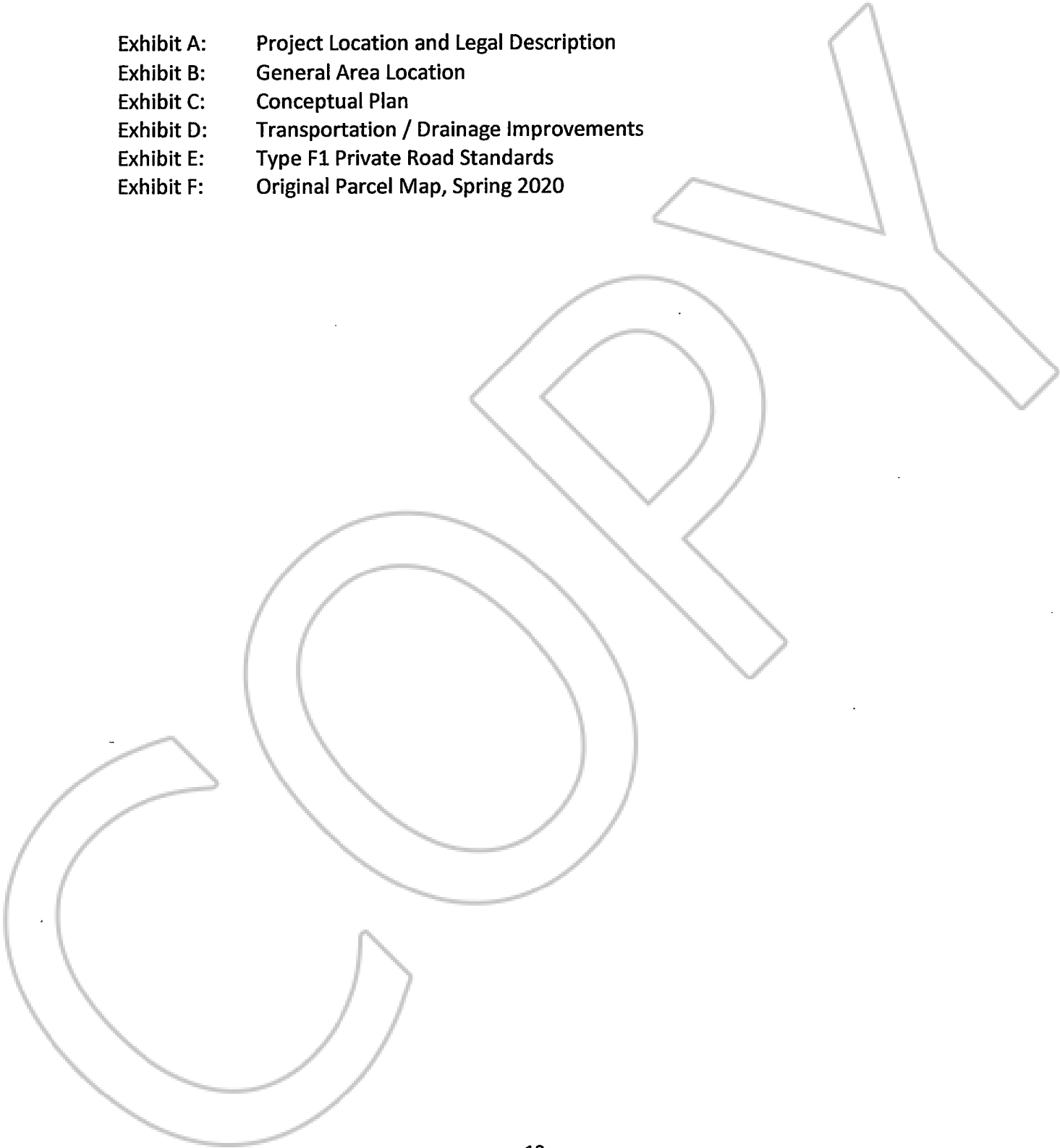
Title: OWNER



[Signature]
Notary Public

EXHIBITS

- Exhibit A: Project Location and Legal Description
- Exhibit B: General Area Location
- Exhibit C: Conceptual Plan
- Exhibit D: Transportation / Drainage Improvements
- Exhibit E: Type F1 Private Road Standards
- Exhibit F: Original Parcel Map, Spring 2020



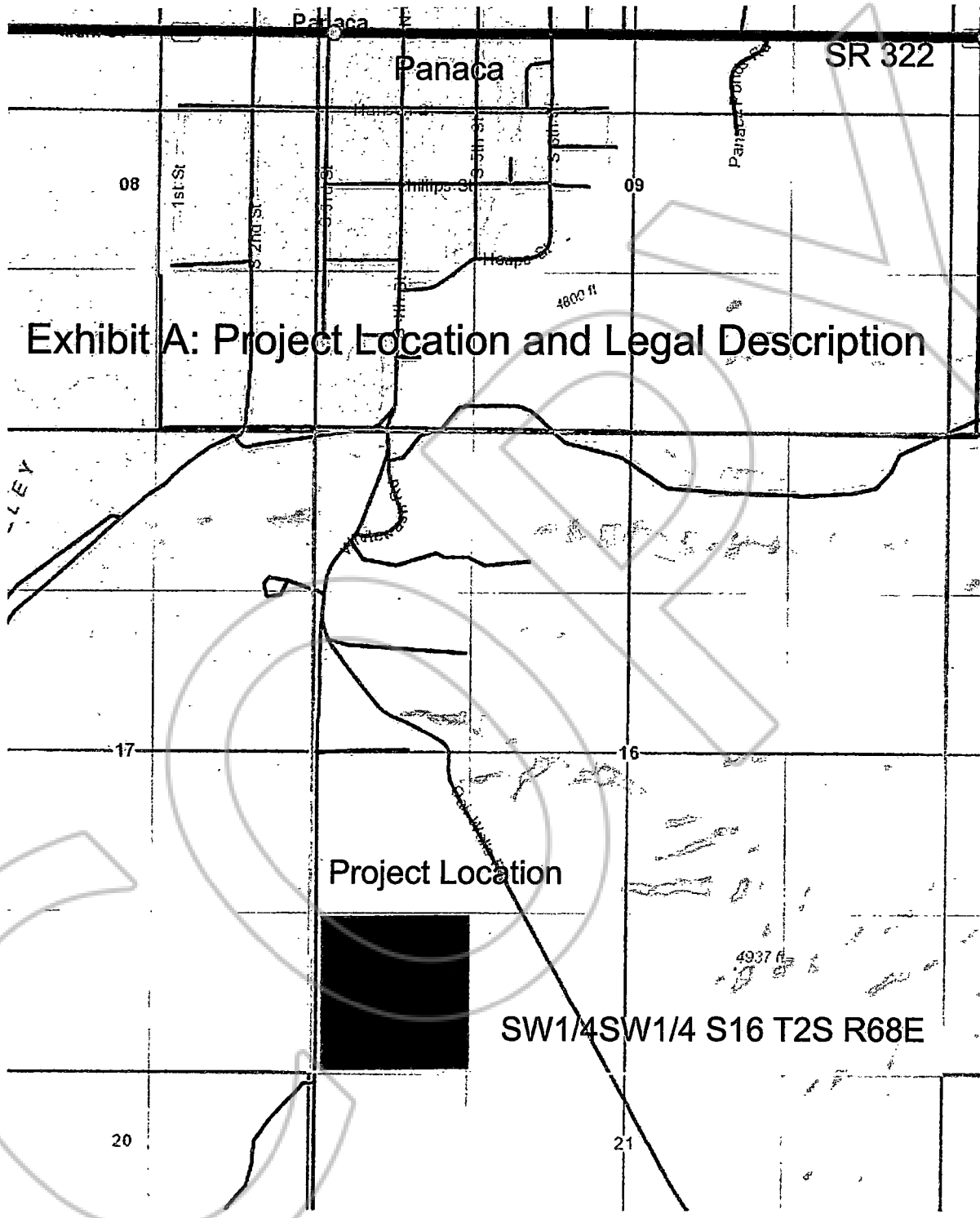


Exhibit A: Project Location and Legal Description

Project Location

SW1/4SW1/4 S16 T2S R68E

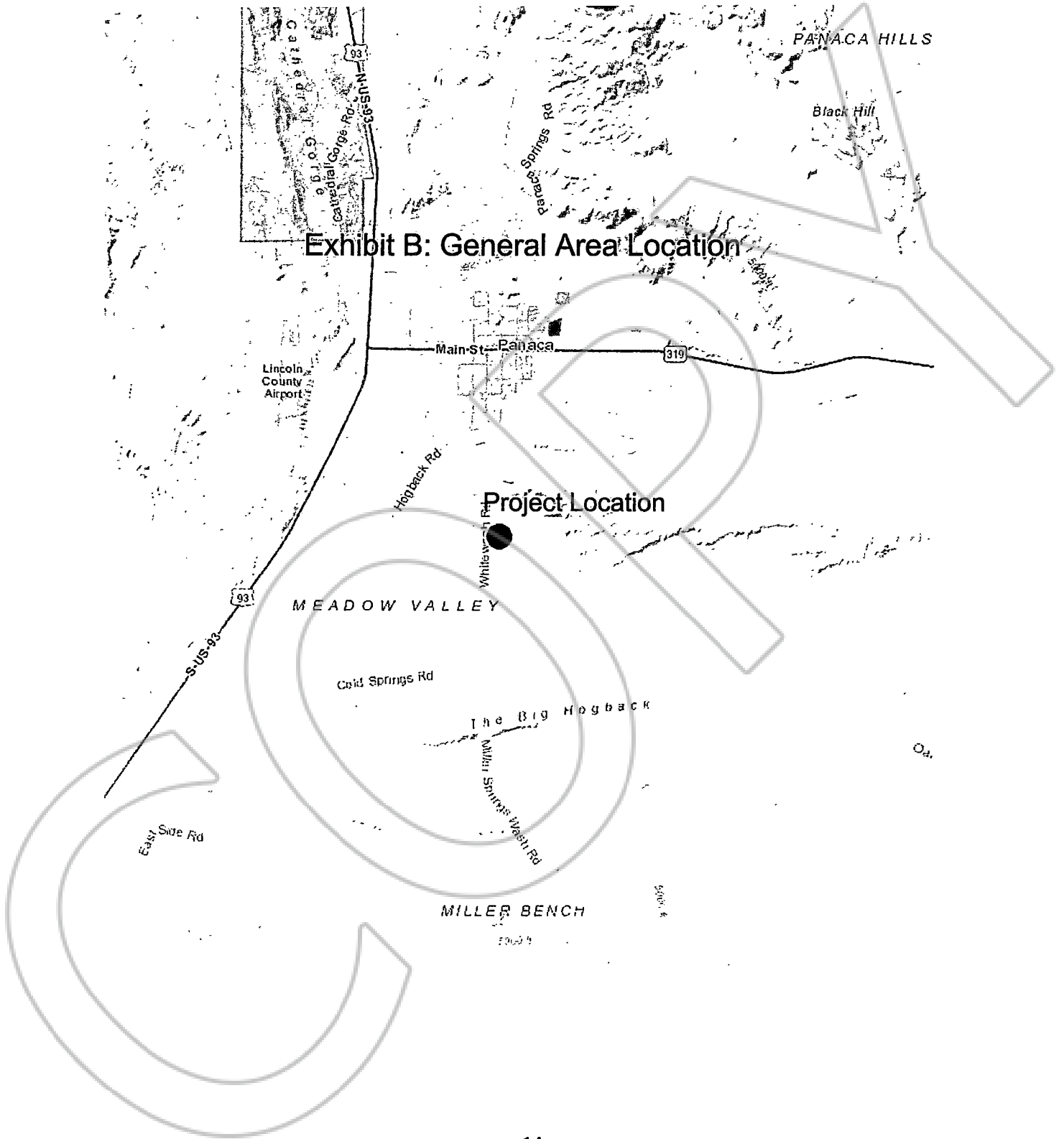
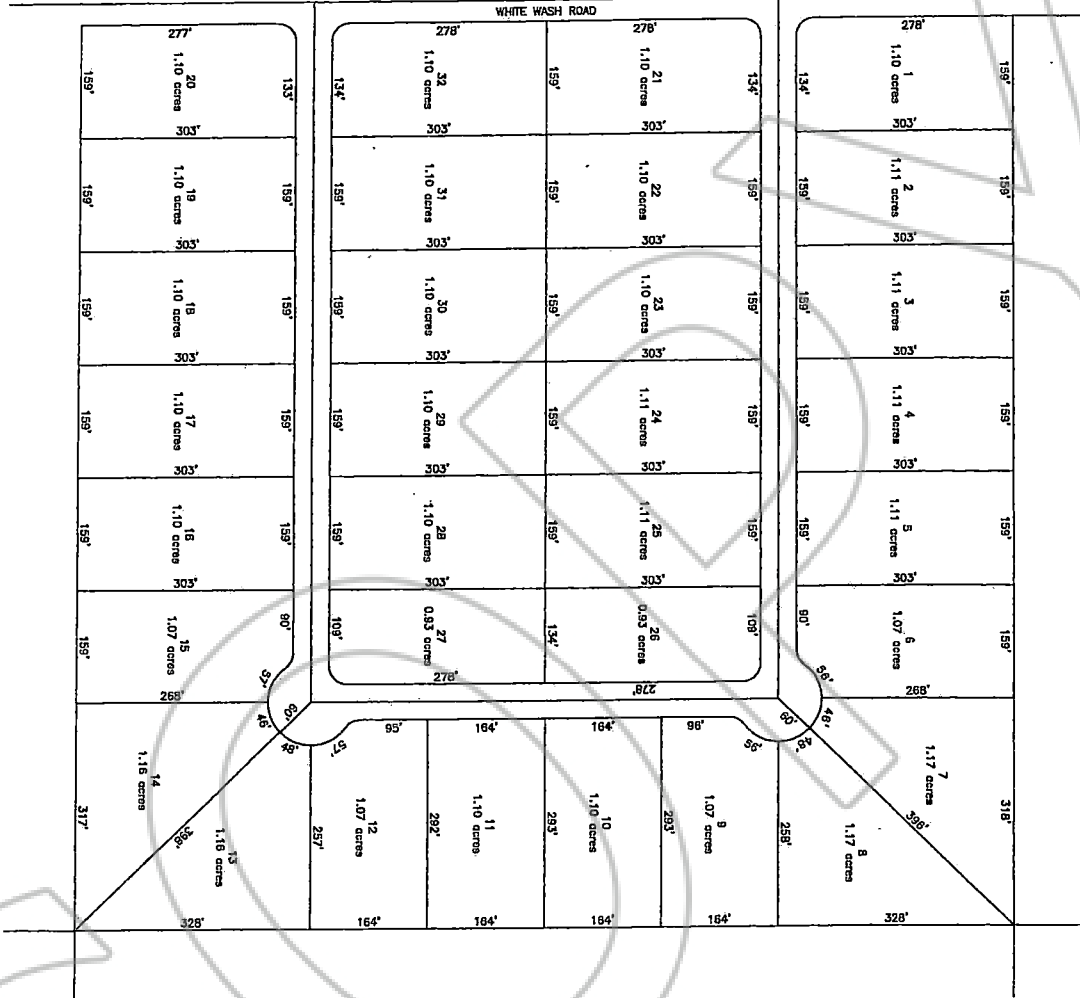


Exhibit B: General Area Location

Exhibit C

To Panaca >



North >>>

Exhibit D: Transportation and Drainage Improvements

The Project is located approximately 1 mile south of the Town of Panaca along Whitewash Road. The potential exists for approximately 30 developable lots within the Project. Given the location of the Project, the potential for increased traffic, and the current condition of Whitewash Road, certain transportation and drainage improvements will be required. It is the Owner's responsibility to consider existing as well as future utility placement with required improvements.

Prior to the recordation of the first subsequent parcel map, (second map), Owner shall have:

- 1) Constructed rough grading and drainage improvements along the widened portion of Whitewash Road adjacent to the Project and in relation to the two private access entrances. Widened portion will be dedicated as a County ROW, as depicted in Exhibit E. Work on Whitewash Road will be coordinated with the LC Road Department.
- 2) Constructed rough grading and drainage improvements along each private access road running west to east and to each cul de sac as depicted in Exhibit C.

Prior to the recordation of the third subsequent parcel map, (fourth map), Owner shall have:

- 1) constructed each private roadway segment running west to east to each cul de sac, as depicted in Exhibit C, to a Type F1 Private Roadway Standard.
- 2) constructed and rough graded all associated drainage swales.
- 3) installed drainage culverts, (corrugated steel, precast concrete, or HDPE) running north and south on each private access road and in relation to the widened dedicated portion of Whitewash Road. Work shall be coordinated through the LC Road Department. Culvert diameter shall be a minimum 18" at the south entrance and 18" at the north entrance. Length of each culvert application shall be a minimum 30 feet.

Prior to the recordation of the fourth subsequent parcel map, (fifth map), Owner shall have:

- 1) constructed the remaining portion of the private roadway segment running north and south, to a Type F1 Private Roadway Standard, and to include cul de sac areas as depicted in Exhibit C.
- 2) In conjunction with the LC Road Department and LC Highway Commission, finalized an agreement that includes, but is not limited to, necessary roadway and drainage improvements to Whitewash Road. This shall include any recommended culvert placement to address drainage and aggregate application to elevate and improve roadway as deemed appropriate. The terms and format of the agreement shall be determined by the Board of Highway Commissioners.

Exhibit E

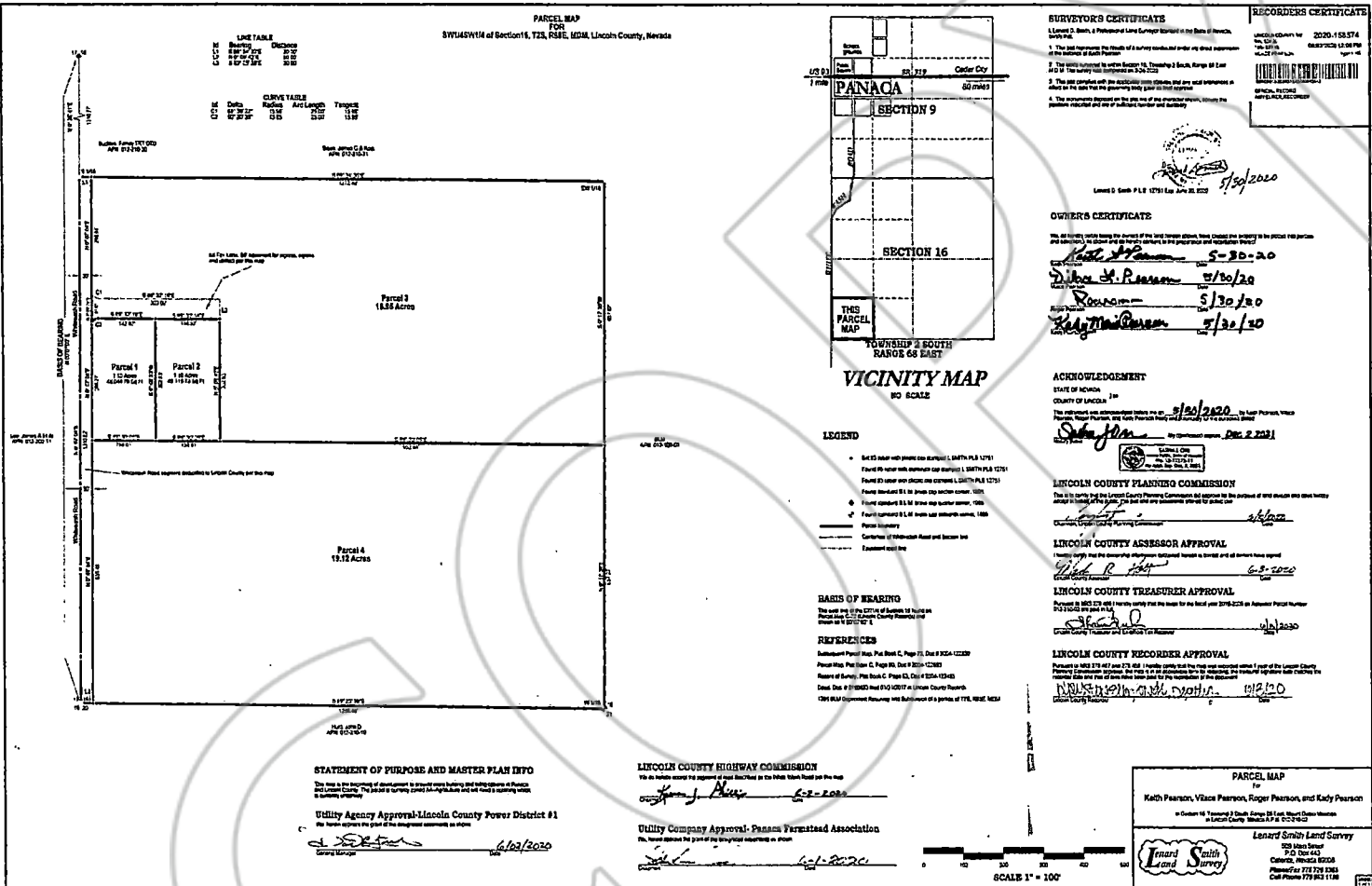
TYPE F1 - PRIVATE ROAD "Local Rural Road"

Type F1 Local Rural Road Standards generally apply to those roads located within and adjacent to areas that are within close proximity to townships and populated areas of the county and:

- I. Current zoning will allow for continued land division both within and/or adjacent to applicable parcels**
 - II. Lands that fall within all unincorporated town boundaries**
 - III. Areas determined by the planning commission as applicable to F1 Standard**
- 1) Minimum dedicated access easement of 40 feet.
 - 2) Minimum roadway section of 30 feet consisting of the following:
 - a) Minimum improved travel width of 20 feet
 - b) Minimum 5 feet on either side of improved travel width for shoulders, drainage swales, or other applicable measures
 - 3) Travel width to be improved with the following:
 - a) Rough grade and wheel-roll compacted native base
 - b) Type 2 aggregate base applied and compacted a minimum 4 inches in depth by the approved roadway travel width. In certain areas, acceptable "pit run" may be used in place of Type 2.
 - c) Elevated crown on center of improved roadway with 2% slope to edge
 - 4) Road grade shall not exceed 18%
 - 5) Road segments within 50 feet of a private and/or public road intersection shall not exceed 8% grade.
 - 6) Cul-de-sacs, or other approved dead end turn around designs, shall be required on private access roads over 150 feet in length. Cul-de-sacs shall be designed to have a minimum radius of 45 feet and maximum cross-slope of 6%.
 - 7) Culverts shall be corrugated steel or high density polyethylene (HDPE) and designed and installed per Lincoln County Road Department Standards.
 - 8) Type F1 Private Local Rural roadway alignments may be required to allow for utility easements in addition to ingress/egress
 - 9) Additional design requirements and applications specific to certain locations, densities, environmental considerations, and other factors may be required prior to approval. These may include, but are not limited to:
 - Detail alignments relating to all aspects of easement and roadway dedications, (turn radius details, approaches, centerline tangent)
 - In certain areas, "pit run" aggregate base may be required to be applied prior to Type 2 aggregate base
 - Culvert placement along certain private road alignments to address drainage
 - Vertical roadway vegetation clearance
 - Other easement depiction
 - Other necessary drainage requirements
 - 10) Workmanship standards and materials shall conform to the following sections in the Orange Book
 - Grading-Section 302
 - Type II-Sections 200 and 308
 - Pipe Culverts-Section 203

EXHIBIT F

DOCUMENT # 2020-158574



ROAD IMPROVEMENT AGREEMENT
between
COUNTY OF LINCOLN
and
Keith, Vilace, Roger and Kady Pearson

The "Castle Rock" Development Agreement between the parties listed was approved July 20, 2020. Exhibit D of that Agreement required the "OWNER" and "COUNTY" to enter into a Road Improvement Agreement detailing certain Transportation and Drainage Improvements relative to the Castle Rock Development south of the Town of Panaca on Whitewash Road.

See Below an excerpt from Appendix D:

Prior to the recordation of the fourth subsequent parcel map, (fifth map), Owner shall have:

- 1) constructed the remaining portion of the private roadway segment running north and south, to a Type F1 Private Roadway Standard, and to include cul de sac areas as depicted in Exhibit C.*
- 2) In conjunction with the LC Road Department and LC Highway Commission, finalized an agreement that includes, but is not limited to, necessary roadway and drainage improvements to Whitewash Road. This shall include any recommended culvert placement to address drainage and aggregate application to elevate and improve roadway as deemed appropriate. The terms and format of the agreement shall be determined by the Board of Highway Commissioners.*

It is hereby agreed the OWNER, prior to the recording of the seventh subsequent parcel map, (eighth map), shall:

- 1. Provide payment to the Lincoln County Road Department in the amount of \$6,000.00,(six thousand dollars even), for costs associated with labor, general maintenance, drainage improvements, application of road base aggregates, water, and grading to Whitewash Road; and as a direct result of increased traffic due to development in the area.**

Note: This agreement contemplates the 7th Subsequent Parcel Map (eighth map), provides for approximately 20 developable "1-acre lots."

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year set forth the signature blocks below, as authorized to be effective on the 3rd day of JANUARY, 2022.

COUNTY:

SUPERVISOR: LINCOLN COUNTY ROAD DEPARTMENT

Shane Pearey 1-3-2022
Date

BOARD OF HIGHWAY COMMISSIONERS, LINCOLN COUNTY, NEVADA

Vaclav J. Buzek 01-03-2022
Chair or Representative Date

OWNER:

Keith and Vilace Pearson

Keith S. Pearson *Vilace L. Pearson*
Keith Pearson Vilace Pearson

Date: 1-3-2022

Roger and Kady Pearson

R Pearson *Kady Pearson*
Roger Pearson Kady Pearson

Date: 12-31-2021

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year set forth the signature blocks below, as authorized to be effective on the _____ day of _____, 2022.

COUNTY:

SUPERVISOR: LINCOLN COUNTY ROAD DEPARTMENT

Date

BOARD OF HIGHWAY COMMISSIONERS, LINCOLN COUNTY, NEVADA

Chair or Representative Date

OWNER:

Keith and Vilace Pearson

Keith Pearson

Vilace Pearson

Date: _____

Roger and Kady Pearson

R Pearson

Roger Pearson

Kady Pearson

Kady Pearson

Date: 1-14-2022