

PAHRUMP TOWN BOARD AGENDA

Harley	Bill	Tom	Robert	Amy
Kulkin	Dolan	Waters	Adams	Riches
Chair	Vice-Chair	Clerk	Member	Member

TOWN OF PAHRUMP MISSION STATEMENT

Our mission is to balance our history as a rural community with our need to provide appropriate and sustainable services to our citizens and those who visit our community. We will do this by demonstrating honest, responsive leadership and partnering and when appropriate to augment our resources.

NOTICE TO MEMBERS OF THE AUDIENCE

The Pahrump Town Board meets the second and fourth Tuesday of each month at in the Nye County Building, 2100 E. Walt Williams Drive. Agendas are available at the Town Office (400 Highway 160) on the Thursday prior to each Board meeting and are posted on the Town website at www.pahrumpnv.org. Copies of agendas and supporting materials may also be requested from Stephanie Massimino at the Town Office. Ms. Massimino may be reached at (775) 727-5107. Please find a video of our Pahrump Town Board meetings at the following link - URL **Granicus Instructions:**

http://nyecounty.granicus.com/MediaPlayer.php?view_id=3&clip_id=330

BOARD MEMBER	PHONE	EMAIL	TERM EXPIRES DECEMBER 31
Harley Kulkin	727-1525	hkulkin@pahrumpnv.org	2014
Bill Dolan	910-1617	bdolan@pahrumpnv.org	2016
Dr. Tom Waters	764-0949	twaters@pahrumpnv.org	2014
Robert Adams	910-1965	radams@pahrumpnv.org	2014
Amy Riches	764-0751	ariches@pahrumpnv.org	2016

A quorum of Advisory Board members may be present at any Town Board meeting, but they will not take any formal action.

SPECIAL NOTES:

Public comment is limited to 3 minutes, unless extended by the Town Board Chair. It is requested that advisory reports and or presentations be kept to 15 minutes.

Any member of the public who is disabled and requires accommodation, assistance or a wireless microphone at this meeting is requested to notify the Pahrump Town Office in writing or call 775-727-5107, prior to the meeting. Assisted listening device is available at Town Board Meetings upon request with 24 hour advance notice.

MEETING CONDUCT:

Audience members and speakers may not use provocative, rude, obnoxious, abusive, inflammatory, slanderous, or offensive comments. Any person who makes such remarks or otherwise disrupts the meeting with loud outbursts, shouting, threats or other disruptive behavior will be warned by the Chair that his or her behavior is unacceptable. If after receiving a warning, any person persists in disrupting the meeting, the Chair shall order that person to leave and may utilize law enforcement to enforce that order. The Town Board shall have the power to prevent, punish and restrain any disorderly conduct. NRS269.215.

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY CENTER
2100 E. Walt Williams Drive
TUESDAY – 6:00 P.M.
November 10, 2014
AGENDA**

- 1. Call to Order**
- 2. Invocation by Pastor Jay Davis of Church of Nazarene.**
- 3. Pledge of Allegiance.**
- 4. Consideration to Move the Order of or Deleting an Agenda Item(s).**
- 5. Public Comment:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item).
- 6. Board and Staff Comments:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. NRS 241.020(2)(c)(3). (Non-Action Item).
- 7. Announcements (Non-Action Item).**
- 8. Consideration to adopt Consent agenda items: (For Possible Action)**
 - a. Action – Approval of Town Vouchers.
 - b. Action – Approval of Town Board meeting minutes for October 28, 2014.
 - c. Action – Approval of resignation of Mike Hrubetz and Kathleen Cheney from the Public Lands Advisory Board.
 - d. Action- Approval of Merrilee Spoor and Linda Hatley to the Public Lands Advisory Board.
 - e. Action- Approval of Kimberly Lennox to the Youth Advisory Board.
 - f. Action- Approval of letter of support to RSVP Southern Nevada Mobility Manager for support of a public transportation system.
 - g. Action- Approval of Proclamation naming November Native American Awareness Month.
 - h. Action- Approval of Proclamation recognizing Dell Sunim’s 75 years of Community Service as one of Pahrump’s 100 year old residents.
- 9. Advisory Board Reports** from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards. (Non-Action Item)
- 10. Consideration** to approve waiving fees for use of the RUUD Center by No-To-Abuse for an afternoon with Santa on December 12, 2014 from 4pm- 8pm. (For Possible Action)
- 11. Consideration** to approve Amendment to Development Agreement between Nye County and PV Land Investment. (For Possible Action)
- 12. Consideration** to approve moving forward with the development of Last Chance Park. (For Possible Action)

13. Closed Session(s).

Discussion and Possible Decision regarding a Closed Session, to receive information and advice from the Town Attorney regarding potential or existing litigation pursuant to NRS 241.015(2)(b)(2). (For Possible Action).

14. Future Meetings/Workshops: Date, Time and Location: regular meeting December 9, 2014. (Non-Action Item)

15. Public/Board/Staff Comment: Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item)

16. Adjournment.

A quorum of Advisory Board members may be present at any Town Board meeting but they will not take any formal action. *Any member of the public, who wishes to speak during public comment on any item, will be limited to three (03) minutes. Items may be taken out of order. Items may be combined. Items may be pulled or removed from the agenda at any time.* Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Pahrump Town Office in writing, or call 775-727-5107 prior to the meeting. Assisted listening devices are available at Town board meetings upon request. This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations: PAHRUMP TOWN OFFICE, COMMUNITY CENTER, TOWN ANNEX, COUNTY COMPLEX, and CHAMBER OF COMMERCE

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
10/29/2014	11/10/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration of moving the order of or deleting an Agenda Item(s).

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107 ext.</u>
Mailing Address	Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED <u>10/29/2014</u>	DATE OF DESIRED BOARD MEETING <u>11/10/2014</u>
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Public Comment

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Citizens, Town Board & Staff

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u>Pahrump Town Board</u> Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107 ext.</u> Telephone Number
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AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
10/29/2014	11/10/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Town Board/Staff Comments

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(s) OF ITEM: Pahrump Town Board & Staff

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
Mailing Address	Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED 10/28/2014	DATE OF DESIRED BOARD MEETING 11/10/2014
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Announcements

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
See attached announcements.

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: X YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Citizens, Town Board & Staff

SPONSORED BY:

Pahrump Town Board	<i>Pahrump Town Board</i>
Print Name	Signature

400 N. Hwy 160	(775) 727-5107
Mailing Address	Telephone Number

Announcements

November 11th, 2014

- The following advisory boards are currently scheduled to meet in the 'A' Room of the Bob Ruud Community Center:

- Youth Advisory Board on November 12th at 2:30 pm
- Public Lands Advisory Board on November 12th at 7:00 pm
- Arena Advisory Board on November 13th at 7:00 pm
- Events Advisory Board on November 17th at 4:00 pm.
- Parks & Recreation Advisory Board on November 19th at 6:30 pm
- Veterans' Memorial Advisory Board on November 20th at 6:00 pm
- Nuclear Waste and Environmental Board on December 5th at 12:30 pm.

- The following advisory boards are currently scheduled to meet in the 'B' Room of the Bob Ruud Community Center:

- Tourism Advisory Board on December 4th, 2014 at 8:00 am.

- The Social Security Office meets in Room "B" the last Tuesday of the month at the Bob Ruud Community Center starting at 9:00 am.

-A representative from Steven Horsford's Office is at the Bob Rudd Center every Monday from 9:00 am-Noon in Room A.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
10/14/2014	10/28/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration for possible action of approving Town Vouchers (Consent Agenda Item A)

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107 ext.</u>
Mailing Address	Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED 10/28/2014	DATE OF DESIRED BOARD MEETING 11/10/2014
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration to approve of Town Board minutes for October 28, 2014.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
See attached minutes

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

Pahrump Town Board	<i>Pahrump Town Board</i>
Print Name	Signature

400 N. Hwy 160	(775) 727-5107 ext.
Mailing Address	Telephone Number

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY CENTER
2100 E. Walt Williams Drive
TUESDAY – 6:00 P.M.
October 28, 2014
Minutes**

PRESENT:

Town Board:

Harley Kulkin
Dr. Tom Waters
Amy Riches

Excused:

Bill Dolan
Robert Adams

Staff:

Susan Holecheck, Town Manager
Tracy Difillippo, Legal Counsel
Michael Sullivan, Financial Director
Matt Luis, Buildings & Grounds Manager
Stephanie Massimino, Executive Assistant

1. Call to Order

Mr. Kulkin called the meeting order.

2. Invocation by Gary Hollis of Church of Christ.

Commissioner Hollis led the invocation.

3. Pledge of Allegiance.

Dr. Waters led the Pledge of Allegiance.

4. Consideration to Move the Order of or Deleting an Agenda Item(s).

Dr. Waters pulled item 10 at the request of the Veterans Advisory Board.

5. Public Comment: Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3).

Public comment was heard.

6. Board and Staff Comments: Action may not be taken upon matters considered during this item until specifically included on an agenda for action. NRS 241.020(2)(c)(3).

Mrs. Riches stated she attended a conference that focused on building pools and she found it very interesting.

7. Announcements

Announcements were read by Dr. Waters.

Ms. Susan Holecheck stated the Event Advisory Board has completed the grant applications for Pahrump. The deadline for applications is November 14th and grant winners will be awarded at the December meeting.

8. Consideration to adopt Consent agenda items:

- a. Action – Approval of Town Vouchers.
- b. Action – Approval of Town Board meeting minutes for October 14, 2014.
- c. Action – Approval of Sallie Kerr to the Events Advisory Board.
- d. Action- Approval of Mary Duff to the Nuclear Waste and Environmental Board.
- e. Action- Approval of Letter of Support to the Pahrump Valley Chamber sponsoring the 2015 Balloon Festival and 2015 Liberty Festival.

Dr. Waters motioned to approve consent agenda items a-e.

Mrs. Riches seconded.

Motion carried 3-0.

9. Advisory Board Reports from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards.

Ms. Robin Podel, Chairman of the Youth Advisory Board, gave an update on the youth boards progression and announced their Halloween Party Friday October 31st, 2014. They stated the party is free to anyone wearing a costume or they can get in with 2 cans of food or \$2.

10. Presentation by Veterans Advisory Board on the recent work by Home Depot at the Veterans Memorial October 9th and 10th.

Pulled.

11. Consideration to approve materials only for improvements for the Bocce courts not to exceed \$20,000.

Mr. Adams emailed Mr. Kulkin and asked that Mr. Kulkin read a statement into the record. Mr. Adams preferred that the Bocce Ball courts item be postponed until the next meeting.

Ms. Holecheck stated that this project was getting done through the town's buildings and ground department which would save taxpayer money and all the board was approving was the cost of materials.

Mr. Luis stated that the members of the Parks and Recreation Board also agree that these courts are an issue for players.

Dr. Waters asked what took so long for the Bocce Ball courts to be fixed.

Mr. Luis stated that once Mr. Shultz, a town citizen and bocce ball player, contacted us about the poor conditions of the Parks and informed the Parks and Recreation board then the board realized what an issue the current courts were.

Mrs. Riches asked why the group needs the new material instead of just using what we have.

Mr. Luis stated at the time of creation of the courts the buildings and ground did not know how many people used the courts or what the proper ways of creating the courts were. He also said the Bocce Ball program is becoming more popular and it would make it easier for the group to use if we fixed the courts now.

Mrs. Riches stated that she heard concerned from people about spending the money on this project when they thought no one used it.

Ms. Holecheck stated that signs should help clarify what the courts are meant for.

Mrs. Riches asked if the money was budgeted.

Mr. Sullivan stated the money was budgeted.

Mr. Rodney Camacho stated that he was on the Parks and Recreation Board and he was totally for improving the courts. He stated everything the Town improves for the kids has been used and brought value to the town in some way.

Public comment was heard.

Dr. Waters motioned to approve materials for the improvements for the Bocce courts not to exceed \$20,000.

Mrs. Riches seconded.

Motion carried, 3-0.

12. Consideration to approve the purchase of replacement commercial refrigerators at four Town facilities pursuant to a mandate issued by the State of Nevada Health Division.

Mr. Luis stated the first time the board approved the fridges he had believed the Town was allowed to use one type of fridge and then, when they got closer to purchasing of the fridges, buildings and grounds realized they didn't fulfill state requirement. He stated the size is the reason for the price increase.

Mrs. Riches stated that the current fridges are too small for use?

Mr. Luis stated that yes and that the town also receive complaints from groups who use the town facilities that have the smaller fridges that they could not store enough food in the fridges which it made it an issues for their events considering no cooking is allowed to be done in Town facilities.

Mr. Kulkin stated that he would not recommend buying used items for these areas.

Mrs. Riches motioned to approve the purchase of replacement commercial refrigerators at four Town facilities pursuant to mandate issued by the State of Nevada health Division not to exceed \$24,000.

Dr. Waters seconded.

Motion carried, 3-0.

13. Closed Session(s).

Discussion and Possible Decision regarding a Closed Session, to receive information and advice from the Town Attorney regarding potential or existing litigation pursuant to NRS 241.015(2)(b)(2).

No closed session.

14. Future Meetings/Workshops: Date, Time and Location: regular meeting November 10, 2014.

15. Public/Board/Staff Comment: Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3).

Public comment was heard.

Dr. Waters stated the Youth Board needs adults to chaperon the Halloween Event if anyone is interested.

16. Adjournment.

Meeting adjourned at 7:26pm.

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
10/28/2014	11/10/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration to approve resignation of Mike Hrubetz and Kathleen Cheney from the Public Lands Advisory Board.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
Due to unauthorized absence it requested that both members be removed to make room for other members.

STAFF COMMENTS/RECOMMENDATIONS:
Staff would recommend approval.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Susan Holecheck, Town Manager

SPONSORED BY:

Susan Holecheck, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: Public Land Advisor Board
Applicant Name: MERRILEE A. SPOOR
Home Address: [REDACTED] Pahrump Zip: 89060
Mailing Address: Same City: _____ Zip: _____
Home Phone: [REDACTED] Cell #: [REDACTED]
Work #: _____ Preferred # for Public Use: _____
E-Mail Address: [REDACTED]

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

Management, Sales, Customer service, Been in house 4 years, Plus was raised with horses

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

I have attached my resume/letter of interest: Yes ___ No ___

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Merrilee Spoor
Signature

Oct 7, 2014
Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

(This document becomes a public record once it has been received by the Town of Pahrump.)

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: PLAB
Applicant Name: Linda M Hatley
Home Address: [REDACTED] City: Pahrump Zip: 89060
Mailing Address: same City: _____ Zip: _____
Home Phone: [REDACTED] Cell #: [REDACTED]
Work #: N/A Preferred # for Public Use: [REDACTED]
E-Mail Address: [REDACTED]@gmail.com

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

I have retired over here to have my horses. I was told it was a horse community, would love to help get more here in this community.

Are you currently employed by a public entity? Yes No If yes, which entity? _____

I have attached my resume/letter of interest: Yes No

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Linda M Hatley
Signature

10-7-2014
Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

(This document becomes a public record once it has been received by the Town of Pahrump.)

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Youth Advisory Board (YAB) Application

Name of Board: Youth Advisory Board
Applicant Name: Kimberly Lennox
Home Address: [REDACTED] City: Pahrump Zip: 89048
Mailing Address: [REDACTED] City: Pahrump Zip: 89048
Home Phone: [REDACTED] Unlisted? Yes ___ Fax: ___
Cell Phone: [REDACTED] Work #: ___
E-Mail Address: [REDACTED]@gmail.com
Signature of Parent of Guardian for Consent: [Signature]

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

I have attached my resume/letter of interest: Yes No ___

I certify that I am between 14 to 19 years of age, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Pahrump to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

[Signature]
Signature

10/13/14
Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
10/28/2014	11/10/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Consideration to approve of letter of support to RSVP Southern Nevada Mobility Manager for support of a public transportation system.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

With the continuous growth of Pahrump it would be worthwhile to have public transportation system within the Town. Currently the only form of transportation without a personal vehicle is taxi. Attached is letter of support to RSVP Southern Nevada Mobility Manager.

STAFF COMMENTS/RECOMMENDATIONS:

Staff would recommend approval.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Susan Holecheck, Town Manager

SPONSORED BY:

Susan Holecheck, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number



Town of Pahrump 400 N. Hwy 160 Pahrump, NV 89060 Phone:775.727.5107 Fax: 775.727.0345

October 28, 2014

Mr. Albert Bass
RSVP Southern Nevada Mobility Manager
1020 East Wilson Road
Pahrump, NV 89048

Dear Mr. Bass:

Pahrump, Nevada, is an unincorporated jurisdiction within the County of Nye. Pahrump is a large rural area spanning 364 square miles. The population of Pahrump as recorded by the 2010 census was 36,441 and by the State demographer statistics is expected to grow to over 48,000 in the next few years.

Pahrump has a blend of age groups and income levels. Many of Pahrump's residents do not possess their own form of personal transportation and must either rely on someone else to drive them, hire a taxi, ride a bike or walk to their destination. Additionally, much like a vast portion of Nevada there has been a sizeable uptake in baby boomers relocating to Pahrump and many of those baby boomers cannot or do not want to drive.

We are pleased that Pahrump is being selected for a variety of reasons such as a balanced climate environment, low crime rate, lower living costs, wide open spaces, as well as the possibilities presented by our proximity to Las Vegas, but our economic growth has been and will remain in jeopardy until we secure a reliable, affordable public transportation service that would have a positive impact on the lifestyles and health of senior citizens, students, job seekers, those already employed, as well as individuals who are home bound due to a lack of transportation. A public bus system in our community would enable a variety of age groups to keep appointments, run errands, apply for work, and maintain employment.

We the elected Town Board of the Town of Pahrump seek your support in our endeavors to secure a public transportation system.

Thank you.

Sincerely,

Harley Kulkin, Char

Bill Dolan, Vice Chair

Tom Waters, Clerk

Robert Adams

Amy Riches

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
10/28/2014	11/10/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration to approve Proclamation naming November Native American Awareness Month.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
Every year the Town Board approves a Proclamation Declaring November Native American Awareness Month. Attached is the proclamation.

STAFF COMMENTS/RECOMMENDATIONS:
Staff would recommend approval.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Susan Holecheck, Town Manager

SPONSORED BY:

Susan Holecheck, Town Manager
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

Proclamation

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity; and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned;

THEREFORE, the Pahrump Town Board hereby proclaims November as the National American Indian Heritage Month, in the Town of Pahrump and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

Dated this 10th of November, 2014

Harley Kulkin, Chairman

Bill Dolan, Vice Chair

Dr. Tom Waters, Clerk

Robert Adams

Amy Riches

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
10/28/2014 11/10/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration to approve a Proclamation recognizing Dell Sunim's 75 years of
Community Service as one of Pahrump's 100 year old residents.

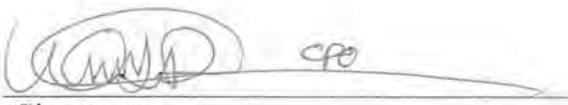
If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:
Staff would recommend approval.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Bill Dolan, Vice Chairman

SPONSORED BY:
Bill Dolan, Vice Chairman  CFO
Print Name Signature

400 N. Hwy 160 (775) 727-5107 ext.
Mailing Address Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
10/28/2014	11/10/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Advisory Board Reports

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board & Advisory Boards

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
Mailing Address	Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED
11/4/2014

DATE OF DESIRED BOARD MEETING
11/10/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

To waive the fees for use of the RUUD Center by No-To-Abuse for an afternoon with Santa on December 12, 2014 from 4 PM – 8 PM.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

No-To-Abuse Staff has asked for a waiver of fees for the use of the RUUD Center for a no cost children's event with Santa, the event will make no income either.

STAFF COMMENTS/RECOMMENDATIONS:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Bill Dolan CPO, Vice-Chairman

SPONSORED BY:

Bill Dolan CPO, Vice-Chairman

Print Name

 CPO

Signature

400 No. Hwy 160, Pahrump, NV 89060

Mailing Address

775-727-5107

Telephone Number

----- Original Message -----

Subject: [FWD: Nevada Outreach Dec. 12th event]

From: < >

Date: Tue, November 04, 2014 11:53 am

To: < >

Cc: "Kerry Shilling" < >

Bill,

Here is the email I just contacted you concerning our event.

I called the Town of Pahrump last week several times. I was instructed by Stephanie to email Susan Hollecheck concerning my request.

I have not received any response from Susan or Harley.

Our Organization needs a response on our request.

Thank you for your attention on this matter.

Best Regards,

Julie Hargis, Executive Director

Nevada Outreach Training Organization
621 S Blagg Rd/P.O. Box 2869 (89041)
Pahrump, NV 89048
wk:775-751-1118 fx: 775-751-1195

----- Original Message -----

Subject: Nevada Outreach Dec. 12th event

From: < >

Date: Wed, October 29, 2014 4:08 pm

To: < >

Cc: < >

Dear Susan and Harley,

Nevada Outreach Training Organization/No to Abuse is holding a Magic of Christmas event on Dec. 12th 4-8 pm. It is free to community.

It is our way of giving back. We do not receive any funding at this event. We are a 501C3 Non-profit.

We are asking to have the fees waved for our event by the town of Pahrump.

I am available for any questions or concerns you may have.

Also, you may contact our event co-ordinator Kerry Shilling at our office. (775) 751-1118

Thank you for your consideration in this matter.

Best Regards,

Julie Hargis, Executive Director

Nevada Outreach Training Organization
621 S Blagg Rd/P.O. Box 2869 (89041)

Pahrump, NV 89048

wk: 775-751-1118 fx: 775-751-1195

info@nv-ota.org

Tentative

Customer	Reservation:	740
Nevada Outreach- Kerry Shilling Las Vegas	Event Name:	Magic of Christmas
	Phone:	775-751-1118
	Fax:	775-751-1195
	Event Type:	General Community

Bookings / Details	Quantity	Price	Amount
---------------------------	-----------------	--------------	---------------

The below listed events have been labeled tentative for the listed date, time, and location pending completion of one or more of the following items.

- Major Event Form Completion
- Submission of Insurance naming the Town of Pahump as Certificate Holder of Additionally Insured
- Payment of Full Deposit Fee
- Payment of Use Fee
- Completion of Organization Registration/Licensing

Thursday, December 11, 2014

3:30 PM - 9:00 PM Magic of Christmas- Set-up (Tentative) Community Center Main Hall and Room B

Room Charge:	1	150.00	150.00
--------------	---	--------	--------

Main Hall and Room "B" are \$150.00 for the day.

Friday, December 12, 2014

4:00 PM - 8:00 PM Magic of Christmas (Tentative) Community Center All (Main Hall & Rooms A & B)

Reserved: 10:00 AM - 10:00 PM

Room Charge:	1	150.00	150.00
--------------	---	--------	--------

Day Fee- \$150.00

		Subtotal	300.00
		Grand Total	300.00

For any further information you may contact the reservations attendant, Stephanie Massimino, during normal business hours at 775.727.5107 ext. 301.

For additional needs on the day of your event you may contact the Buildings and Grounds Manager, Matt Luis, at 775-764-0436.

Please note the reservation time reflects any included setup time as well as break down while the time listed in bold is scheduled as the hours the event will take place.

Please also note any changes and/or cancellations must be submitted to the Town Office no later than four (4) business days prior to the event.

Changes or cancellations during the holiday season must be made no later than nine (9) business days prior to the event.

I, the above contact, agree to all terms and conditions of this facility.

I acknowledge that all or part of my deposit may not be refunded in the event the building or any items within the building are left unclean or damaged. I understand I have until the time listed above to clean the facility entirely or my deposit will be forfeited. In addition, should the Sheriff's Office need to respond to a call at the building during my event I understand my deposit will be forfeited in full.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Nye County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
10/28/2014 11/10/2014

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Consideration to approve Amendment to Development Agreement between Nye County and PV Land Investment

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

STAFF COMMENTS/RECOMMENDATIONS:
Staff would recommend approval.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Susan Holecheck, Town Manager

SPONSORED BY:
Susan Holecheck, Town Manager 
Print Name Signature

400 N. Hwy 160 (775) 727-5107 ext.
Mailing Address Telephone Number

October 14, 2014

Town of Pahrump
Attn: Susan Holecheck
400 N. Hwy 160
Pahrump, NV 89060

Re: Amendment to Development Agreement between Nye County and PV Land Investments, dated October 9, 2006, and amended on February 5, 2007

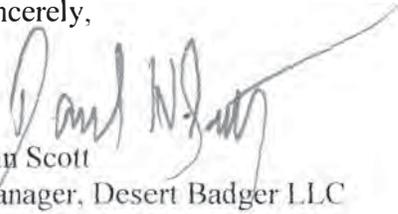
Dear Susan,

I am the Manager of Desert Badger LLC, which owns two parcels of land (APN 047-071-03 and 047-041-09) that are encumbered by the Development Agreement between Nye County and PV Land Investments, LLC, dated October 9, 2006, and amended on February 5, 2007 (collectively, the Development Agreement). These parcels are located near Thousandaire & Hafen Ranch in Pahrump. I am in negotiations with a potential buyer, who is planning to build a photovoltaic solar project on these parcels. The Development Agreement prevents the buyer from using the property for this renewable generation project. Therefore I am requesting that Nye County amend the Development Agreement to remove the parcels from the Development Agreement's footprint.

The Development Agreement has been in place for 8 years, but has not been implemented and now much of the property located within the Development Agreement's footprint has been involved in transfer, foreclosure, or bankruptcy. I propose to put this land to good use by marketing it for the development of a solar project that will provide renewable generation, create jobs, and add more value to that area of Nye County.

Because the Town of Pahrump was involved in approval of the original Development Agreement in 2006, I am requesting your office's consent to this amendment. Please note that this amendment is only to remove property from the Development Agreement; it does not include plans for the potential solar project. Any project that the buyer will develop on this land will go through the appropriate County site development and review. I ask that you indicate your consent by checking the first box on the next page, but have also provided an additional comment area for your convenience. I appreciate your support for this project. If you have any questions, please contact me at (702) 524-3601.

Sincerely,



Dan Scott
Manager, Desert Badger LLC

Proposed Amendment to Development Agreement (Nye County Doc #678833 & 697308)

Yes, the Town of Pahrump supports the proposed Amendment to the Development Agreement and has no further comments.

Yes, the Town of Pahrump supports the Proposed Amendment to the Development Agreement and would like to make the following comments:

No, the Town of Pahrump does not support the Proposed Amendment to the Development Agreement and would like to make the following comments:

Signature: _____

Name & Title: Susan Holecheck, Town Manager

Date: _____

NYE COUNTY ORDINANCE NO. 322

SUMMARY: An Ordinance Adopting a Development Agreement with PV Land Investments, LLC, for the Gateway Master Planned Community.

TITLE: AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT FOR THE GATEWAY MASTER PLANNED COMMUNITY, LOCATED WITHIN THE BOUNDARIES OF THE PAHRUMP REGIONAL PLANNING DISTRICT, NYE COUNTY, NEVADA; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

THE BOARD OF COMMISSIONERS OF THE COUNTY OF NYE, STATE OF NEVADA, DOES HEREBY ORDAIN:

1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 16.32 of the Nye County Code, a development agreement for the Gateway Master Planned Community attached hereto as "Exhibit 1," totaling approximately 900 acres and located within the Pahrump Regional Planning District, is hereby adopted.
2. Severability. If any provision of this Ordinance or amendments thereto, or the application thereof to any person, thing or circumstance is held to be invalid, such invalidity shall not affect the validity or provisions or applications of this Ordinance or amendments thereto which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance and amendments thereto are declared to be severable.
3. Constitutionality. If any section, clause or phrase of this Ordinance shall be declared unconstitutional by a court of competent jurisdiction, the remaining provisions of this Ordinance shall continue in full force and effect.
4. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval, and publication as required by law, to wit, from and after the 9th day of October, 2006.

678833

Proposed on the 19th day of July, 2006.

Proposed by Commissioner Trummell.

Adopted on the 19th day of September, 2006.

Vote: Ayes: Commissioners: Jordan, Hollis, Eastley

Nays: Commissioners: Cox, Carver

Absent: Commissioners: None

Attest:

Gary Hollis FOR -

Gary Hollis, Chairman
Nye County Board of
County Commissioners

Sandra "Sam" L. Merlino
Sandra "Sam" L. Merlino
Nye County Clerk and Ex-Officio
Clerk of the Board

678833

Transmittal

TO: **Nye County Administration**
ATTN: Lorina Dellinger

Nye County Clerks Office
ATTN: Susan Wharff
IN TURN

FROM: Nye County Planning Department
250 North Highway 160 - #1
Pahrump, NV 89060
Phone: (775) 751-4033
Fax: (775) 751-4032

SUBJECT: Development Agreement by and between Nye County and PV Land Investments, LLC

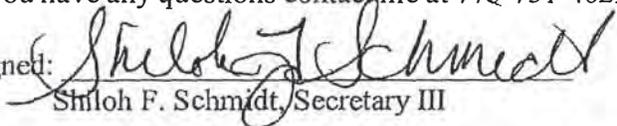
DATE: February 5, 2007

MESSAGE

(1) Copy of the Development Agreement by and between Nye County and PV Land Investments, LLC for signature. Once signed please forward to the Nye County Clerks Office for recordation.

If you have any questions contact me at 775-751-4029.

Signed:


Shiloh F. Schmidt, Secretary III

SS/

Encs: As stated

678833

DEVELOPMENT AGREEMENT

BY AND BETWEEN

NYE COUNTY, STATE OF NEVADA

AND

PV LAND INVESTMENTS, LLC

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EXHIBIT "C" DEVELOPER'S CERTIFICATION

EXHIBIT "D" GATEWAY ROUTE 160

EXHIBIT "E" GATEWAY ROUTE 160 PLANS

EXHIBIT "F" DEDICATION OF RIGHT OF WAY FOR SPINE ROAD/STATE ROUTE 160
INTERSECTION

EXHIBIT "G" DRIVEWAY INTERSECTIONS WITH STATE ROUTE 160

This Development Agreement ("Agreement") is made and entered into this 19th day of September, 2006 by and between the County of Nye, State of Nevada ("County") and PV Land Investments, LLC, a Nevada limited liability company ("Developer"), as owner of that certain real property generally located within Township 21 South, Range 54 East, Sections 2, 11 and 14 and south of the Jeane Avenue alignment, north of Moonachie Street, east of the Radium Springs Road alignment and west of Mabel Street, and commonly presently known as "Gateway" and more particularly described by County Assessor's Parcel Numbers: 47-011-02 through 11; 47-041-04 through 20; 47-021-012; and 47-071-03.

RECITAL OF PREMISES, PURPOSE AND INTENT

- A. Developer owns the Property (as defined herein) which consists of approximately Nine Hundred (900) acres of land, which is the subject of this Agreement.
- B. The County has authority, pursuant to NRS Chapter 278.0201 to 278.0207 and Nye County Code, Chapter 16.32, to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.
- C. All preliminary processing with regard to this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Nye County Board of County Commissioners ("BoCC"), having given notice as required by law, held a public hearing on Developer's application seeking approval of the form of this Agreement and the execution hereof by the BoCC. At that hearing, the BoCC found that this Agreement is consistent with the County's plans, policies and regulations, including the Pahrump Regional Planning District Master Plan ("Master Plan"), and that the execution of this Agreement on behalf of the County is in the public interest and is lawful in all respects.
- D. On the 19th day of September, 2006 the BoCC adopted Ordinance No. 322 approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance took effect on the 9th day of October, 2006. The County agrees to record a certified copy of the ordinance as required by NRS Chapter 278.
- E. The County and Developer desire to enter into this Agreement to govern the development of the Property. The County finds and determines that the conditions of this Agreement were not an inducement for the Zoning Action (as

defined herein) or to any other land use decision relating to the Property. The County finds and determines, and the Developer agrees, that the conditions established in this Agreement are unique to the Proposed Development (as defined herein) and were negotiated at arms length between the County and the Developer. Except as otherwise provided for herein, the conditions of this Agreement have no binding or precedential effect with regard to future development agreements in the County, and cannot be relied upon by the parties to this Agreement, or future applicants for rezoning, subdivision plats, or other land use approvals in other development agreements.

F. This Agreement is consistent with and will implement the goals and objectives of the Code, Titles 16 and 17, and the Master Plan.

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS.

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

"Affiliate" means an entity, partnership or corporation which Developer controls, or in which Developer has a controlling interest or which controls Developer.

"Agreement" has the meaning assigned to it in the first paragraph hereof, and at any given time includes all addenda and exhibits incorporated by reference and all Amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Amendment" means a mutually agreed to written document entered into by the County and the Developer that modifies this Agreement. All proposed amendments shall be considered only by the BoCC for adoption or rejection.

"Applicable Rules" means and refers to:

1. The Zoning Action (defined below);
2. The following provisions of the Code as they existed on the Effective Date:
 - (a) Title 5.14.100(G)(12)(Gaming Licenses-Action on

Applications);

- (b) Chapter 12.08(Excavations and Encroachments);
 - (c) Chapter 15.12(Flood Damage Prevention), as amended from time to time;
 - (d) Title 16(Subdivisions); and
 - (e) Title 17(Zoning).
3. The Design Guidelines; and
 4. This Agreement.

The term "Applicable Rules" does not include:

1. Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the County;
2. Any fee or monetary payment not governed by this Agreement and prescribed by County ordinance which is uniformly applied to all development and construction subject to the County's jurisdiction, including any increase of fees or monetary payments that are cost based and uniformly applied to all development and construction within the County or a designated service area. This definition does not preclude the County obtaining full cost recovery for any cost based services or infrastructure that are based on variables such as inflation, construction and consumer price indexing to the extent permitted by Nevada or federal law; or
3. Any applicable state or federal law or regulation.

"Assignee" means a person, partnership, joint venture, firm, company or other organization, other than a Merchant Builder or an Affiliate.

"Batch Plant" means a short term mining and processing facility for the production of Type II and other related materials, concrete and asphalt. The term includes the extraction, crushing and processing of any materials relating to such production. Materials produced shall be utilized for on-site construction or in the construction of area improvements consistent with development of the Proposed Development.

"BoCC" means the Nye County Board of County Commissioners.

"Business Day" means a day when the County is open for public access occurring on Mondays through Fridays, unless the County is not open due to the celebration or observance of holidays, or is otherwise declared not open to the public by the County Manager.

"Code" means the Nye County Code, as amended by Nye County Ordinances and Resolutions adopted by the BoCC, and including all rules, regulations, standards, criteria, manuals and other references adopted therein.

"County" means the County of Nye, State of Nevada, together with its successors and assigns.

"Design Guidelines" means the Design Guidelines adopted by the County which are applicable to the Proposed Development and are attached to this Agreement as Exhibit "B".

"Developer" means PV Land Investments, LLC, a Nevada limited liability company, as the master developer of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of Section 3.8 of this Agreement.

"Developer Bond" means a performance bond issued by an entity that has at least an AAA rating with A.M. Best obtained by Developer to cover One Hundred and Fifteen percent (115%) of the estimated cost of infrastructure identified by the Master Studies

"Discretionary Approval" means an approval that involves the exercise of significant and extensive factual or legal judgment by the County. Without limiting the generality of this definition, the following types of approvals are considered "discretionary approvals": zone changes, conditional use permits, Master Plan amendments, planned unit developments, special exceptions, waivers, variances, site plans and site development plans and tentative maps.

"Effective Date" means the effective date of an ordinance adopted by the BoCC that approves the execution of this Agreement.

"Elementary School" means a building, including off-site improvements and on-site improvements (such as plumbing, electrical and mechanical components), and finished exterior and interior walls. The term does not include equipment, furnishings or other fixtures.

"Fire Station" means a building, including off-site improvements and on-site

improvements (such as plumbing, electrical and mechanical components), and finished exterior and interior walls. The term does not include equipment, furnishings or other fixtures.

"HOA" means any homeowners' association established within the Proposed Development properly formed and operated in accordance with the provisions of NRS Chapter 116.

"Impact Fee" means a charge or fee imposed by the County with respect to new development to finance the costs of a capital improvement or facility expansion necessitated by and attributable to new development. The term does not include expenses required to complete any capital improvements identified and subsequently approved by the Director of Public Works in any studies that are required of the Developer by the County under the Zoning Action or under this Agreement.

"Land Use Application" means any application seeking any approval authorized or required by Title 16 or 17 of the Code.

"Master Conceptual Drainage Study" means a study prepared in conformance with the Applicable Rules, as amended or conditioned and approved by the Director of Public Works.

"Master Conceptual Water and Sewer Infrastructure Study" means a study prepared in conformance with the Applicable Rules, as amended or conditioned and approved by the Director of Public Works.

"Master Plan" means the Pahrump Regional Planning District Master Plan Update dated November 19, 2003, as may be amended from time to time.

"Master Studies" means the Master Conceptual Drainage Study, the Master Conceptual Water and Sewer Infrastructure Study and the Master Traffic Impact Analysis.

"Master Traffic Impact Analysis" means a comprehensive traffic study that considers the traffic impacts of the Proposed Development to any roadway improvements that would be analyzed under standard engineering practices and prepared in conformance with the Applicable Rules, as amended or conditioned, and finally approved by the Public Works Director.

"Merchant Builder" means a commercial developer, homebuilder, apartment developer or other owner or lessee of real property within the Proposed Development that is designated by the Developer, in writing, as authorized to submit Land Use Applications to the County for that certain real property.

"Merchant Builder Bond" means a performance bond issued by an entity that has at least an AAA rating with A.M. Best obtained by a Merchant Builder to cover One Hundred and Fifteen percent (115%) of the cost of on-site improvements for real property subject to a Subdivision Map.

"NRS" means the Nevada Revised Statutes.

"Parent Final Map" means a large lot subdivision map that legally subdivides or gives the right to legally subdivide the Proposed Development into development parcels and can be recorded upon approval of the Master Studies by the Public Works Director. The recordation of a Parent Final Map does not permit the sale or construction of a residential unit.

"Proposed Development" means all property and development within the boundaries of the Property.

"Planning Department" means the Planning Department of the County or, in the event the County reorganizes or changes the current name of the Planning Department of County, any successor to the Planning Department of the County.

"Planning Director" means the Director of the County's Planning Department or her designee(s).

"Property" means that certain real property described on Exhibit "A" attached to this Agreement.

"Public Works Director" or "Director of Public Works" means the Director of the County's Department of Public Works or his designee(s).

"School District" means the Nye County School District.

"Subdivision Map" means any instrument under NRS 278 and Title 16 of the Code which legally subdivides property or gives the right to legally subdivide property, including, without limitation, Parent Final Maps, parcel maps, division of land into large parcels, final commercial subdivision maps, reversionary maps or condominium subdivision maps for all or a portion of the Proposed Development.

"Township" shall mean the unincorporated Town of Pahrump and its successors and assigns as a separate political subdivision within the County.

"Uniform" means applicable throughout the County, the Pahrump Regional

Planning District or any lawfully created Special Improvement District or General Improvement District that incorporates the Property.

"Zoning Action" means the date and action taken by the BoCC with respect to MP-06-0009; ZC-06-0035; and CU-06-0014 together with all applicable conditions, and any subsequent approvals by the County that amend or revise the action taken by the BoCC with respect to MP-06-0009; ZC-06-0035; and CU-06-0014.

SECTION 2. GENERAL PURPOSE AND INTENT.

This Agreement is predicated upon the following facts and findings:

2.1 County Intent.

The County desires to enter into this Agreement in conformity with the requirements of NRS 278.0201 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 the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Proposed Development and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County at the most economic benefit and least fiscal cost to its citizens, to reasonably mitigate the impacts that the development of the Property will have on the citizens and lands of the Pahrump Regional Planning District, and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.

2.2 Developer Intent.

In accordance with the legislative intent evidenced by NRS Chapter 278, Developer wishes to obtain reasonable assurances that Developer may develop the Proposed Development in accordance with the conditions established in this Agreement. Developer acknowledges that there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time, and in order to develop the Proposed Development, Developer is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure in the area impacted by the Proposed Development. Based upon the nature of the Proposed Development, the type and extent of the public improvements and infrastructure to the Proposed Development to be provided by Developer, the Developer's decision to commence development of the Proposed Development is based on expectations of proceeding and the right to proceed with the Proposed Development in accordance with this Agreement, the Applicable Rules and the Zoning Action. Developer further

acknowledges that this Agreement was made a part of the record at the time of its approval by the BoCC and that the Developer agrees without protest to the requirements, limitations, or conditions imposed by the Agreement and the Zoning Action.

2.3 Acknowledgment of Uncertainties.

The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Proposed Development be developed in the manner contemplated by this Agreement. Among such circumstances is the unavailability of water or other limited natural resources, Federal regulation of air and water quality, and similar conditions. It is not the intent of the parties nor shall this Section be construed as excusing the County or the Developer of any obligation hereunder of depriving the County or Developer of any right under this Agreement, which can be performed.

2.4 Incorporation of Recitals.

The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

SECTION 3. GENERAL PROVISIONS.

3.1 Binding Agreement.

This Agreement shall run with the land described in Exhibit "A" of this Agreement and shall be binding on and inure to the benefit of the parties hereto and their successors and assigns, including any future and subsequent purchasers.

3.2 Reliance on Zoning Action and Applicable Rules.

The County and Developer agree that Developer will be permitted to carry out and complete the entire Proposed Development in accordance with the uses and densities approved by the Applicable Rules.

3.3 Modification of Applicable Rules.

County and Developer acknowledge and agree the Applicable Rules are specific to the Proposed Development and may not be amended, modified or changed with respect to the Proposed Development without the express written consent of Developer and County, except as otherwise explicitly provided in this Agreement. In the event the County adopts new ordinances, rules or

regulations, such new ordinances, rules or regulations will not apply to Developer or development of the Proposed Development for the duration of this Agreement except in those limited circumstances provided below.

3.4 Application of Subsequently Enacted Rules.

Except as provided below, no standard, policy, resolution or regulation regarding subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the County upon the Proposed Development, except those in effect on the Effective Date. County may hereafter, during the term of this Agreement, apply to the Proposed Development only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after the Effective Date that:

- (a) Are not in conflict with the Applicable Rules, and
- (b) That are permitted by subsection 3.5, below.

3.5 Imposition of New Fees or Standards.

Notwithstanding the terms of Sections 3.3 and 3.4, above:

- (a) The Proposed Development is subject to all of the following regulations, fees, or other requirements in effect now or in the future:
 - (1) Uniform cost-based fees subject to any credits or offsets required by the fee ordinances or Nevada law;
 - (2) all regulations governing construction standards and specifications including, without limitation, the County's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other Uniform construction codes;
 - (3) Uniform processing fees and charges of every kind and nature imposed by the County to cover the estimated actual costs to the County of processing applications for permits or for monitoring compliance with any permits granted or issued.
 - (4) Uniform estimated costs for completing required public improvements that are used to calculate costs for subdivision improvement agreements, maintenance or warranty

guarantees, bonds, or other guarantees or assurances to complete the public improvements that are required for the Proposed Development.

- (5) Uniform procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
 - (6) Uniform laws and regulations that are reasonably necessary to protect the public health, safety or welfare, including, but not limited to, air quality standards.
 - (7) New or changed County ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.5 through 3.6 of this Agreement are applicable.
- (b) Notwithstanding the foregoing, should the County adopt or amend new ordinances, rules, regulations or policies, that exceed the limitations in the foregoing Section 3.2, County may provide notices to all parties to development agreements in effect with the County within thirty (30) days of adoption or amendment of the same to allow sufficient time for such parties to conduct due diligence. When the County provides the above stated notice, Developer shall have the option, in its sole discretion, of accepting such new or amended matters by giving written notice to the Planning Director. Such acceptance shall be effective on the effective date set forth in such new ordinances, rules, regulations or policies or upon the date Developer gives written notice of such acceptance, whichever is later. Upon such acceptance, County and Developer shall execute an Amendment to this Agreement which shall be recorded against the Property. If Developer fails to give such notice of acceptance within sixty (60) days of receipt of written notice from the County, such new ordinances, rules, regulations or policies are deemed rejected by the Developer.

3.6 Conflicting Federal or State Rules.

In the event that any conflicting federal or state 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 the County, this Agreement shall remain in full force and effect as

to those provisions not affected.

3.7 Cooperation in Performance.

The parties hereto agree to cooperate with each other in good faith and to take such additional actions, including the execution and delivery of documents and instruments, as may be necessary or appropriate, to fully effectuate and carry out the terms, provisions, purposes and intent of this Agreement. Notwithstanding the foregoing, Developer shall not have a right to obtain any Discretionary Approval from the County, however, such approval shall not be unreasonably withheld by County.

3.8 Assignment.

- (a) Developer shall not sell, transfer, ground lease or assign the Property or this Agreement in whole or in part to an Assignee **without the written consent of the County, which shall not be unreasonably withheld.**
- (b) The Assignee shall assume in writing all obligations of Developer hereunder, and provide substitute security in a form and an amount acceptable to the County for any security previously provided by Developer in compliance with the Code, if any.
- (c) The Assignee shall assume all duties and obligations of Developer.
- (d) County reserves the right to require documentation of the financial stability of any Assignee prior to the closing of the transaction. The County has the right to approve, approve with conditions, or disapprove such transfer as long as the Assignee is comparable/similar to the Developer as reasonably determined by the County.
- (e) No assignment or transfer of any portion of the Proposed Development shall relieve Developer of its obligations hereunder, unless Developer is released in a written consent agreed to and executed by the County, which consent shall not be unreasonably withheld, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement.
- (f) This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

- (g) Subject to subsection (a) through (f) above, Developer has full discretion and authority to transfer, assign or encumber the Proposed Development or portions thereof, in connection with financing transactions that are related to the Property, **without the permission of or notice to County. All such financing transactions shall be subject to the terms and conditions of this Agreement.**

3.9 Amending the Agreement.

Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may only be amended by Amendment. The BoCC reserves the right to **require the Developer to consult with the governing body of the Township and/or the governing body of the School District if a proposed Amendment would, in the BoCC's opinion, affect either of those entities.**

3.10 Indemnity; Hold Harmless.

Except as expressly provided in this Agreement, Developer shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct operations of Developer or those of its agents, employees, which relate to the development of the Proposed Development. Developer agrees to and shall defend County and its officers, agents, employees, and representatives from actions for damages caused by reason of Developer's activities in connection with the development of the Proposed Development. Developer agrees to indemnify, hold harmless (including waiving any claims it has against the County), and provide and pay all costs, attorneys fees, and damages related to a defense for County in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity or enforceability of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of County, its officers, agent, employees, or representatives.

3.11 Binding Effect of Agreement.

Subject to the provisions of Section 3.8 of this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors and assigns and the Property which is the subject of this Agreement.

3.12 Relationship of Parties.

It is understood that the contractual relationship between County and Developer is such that Developer is not an agent of County for any purpose and County is not an agent of Developer for any purpose.

3.13 Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all of any part of the subject matter hereof.

3.14 Waivers.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of County and/or Developer, as the case may be. The BoCC may adopt a resolution setting forth the types of waivers for which staff has the discretion to grant. In the absence of such resolution, all waivers must be approved by the BoCC.

3.15 Recording; Amendments.

Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Nye County, Nevada. All Amendments hereto must be in writing signed by the appropriate officers of County and Developer in a form suitable for recordation in the Official Records of Nye County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the County and Developer and shall be recorded in the Official Records of Nye County, Nevada.

The Clerk of the Nye County Commission must record any agreement with a federal, state or local agency that is executed in full or partial fulfillment of any requirement of this Agreement, within a reasonable time after approval of the agreement, with the County Recorder. The applicant shall provide a true, signed original agreement to the Clerk of the Nye County Commission for this purpose.

3.16 Headings; Exhibits; Cross References.

The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

3.17 Sales and Use Tax.

To the extent allowed under applicable laws, Developer shall accept and shall require Merchant Builders, to accept delivery of all construction and related materials within the boundaries of the Proposed Development.

SECTION 4. PLANNING, DEVELOPMENT AND MAINTENANCE OF THE PROPOSED DEVELOPMENT.

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

Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Proposed Development, the density of uses and the permitted uses of the land. The County agrees that the Proposed Development may be developed to the density and with the land uses and development standards set forth in the Design Guidelines.

4.2. Effect of Amendments.

County acknowledges that Developer is anticipating that the entire Property will be developed in accordance with the Design Guidelines and the Applicable Rules as defined herein.

4.3. Cap on Proposed Development.

Developer shall be permitted to develop up to Six Thousand Two Hundred (6,200) residential units within the Proposed Development. The parties acknowledge that under the Applicable Rules the Developer is providing mitigation for the impacts of Six Thousand Two Hundred (6,200) residential units. Under the Design Guidelines, the Proposed Development includes no more than

Five Thousand Eight Hundred Ninety-Eight (5,898) residential units and that in order to reach Six Thousand Two Hundred (6,200) residential units, additional property will need to be added to the Proposed Development pursuant to Section 4.7(a) of this Agreement to reach Six Thousand Two Hundred (6,200) residential units. An Amendment regarding the public facilities in Section 6 of this Agreement shall not be required prior to the issuance of any building permit that will allow an aggregate of less than Six Thousand Two Hundred (6,200) residential units.

4.4. Subdivision Maps.

- (a) Except as provided in subsection (b) through (e) of this section, the parties agree that any Subdivision Map(s) required or requested by Developer or a Merchant Builder in connection with the Proposed Development shall be reviewed and considered for approval in accordance with the Applicable Rules.
- (b) The parties agree to timely submit, process and review all Subdivision Maps. County agrees that the Parent Final Map for the Property which conforms to the Applicable Rules shall be recorded no later than December 31, 2007 ("Parent Final Map Recordation Date"). Notwithstanding any requirement in the Applicable Rules to the contrary, County may only require the following prior to the recordation of the Parent Final Map:
 - (1) County approval of and conformance to the Master Traffic Impact Analysis;
 - (2) County receipt of a copy of any required environmental report for the Property;
 - (3) County approval of and conformance to the Master Conceptual Drainage Study;
 - (4) Land dedications and Developer's execution of subdivision improvement, maintenance and warranty agreements with the County to assure such development as required by the Master Studies; and
 - (5) BoCC approval of a resolution or similar statement indicating the County's intent to create a Special Improvement District to develop infrastructure in the Proposed Development, or in the absence thereof, the posting of a Developer Bond. Nothing in this Agreement requires the County to approve a

Special Improvement District.

- (c) In the event the parties are unable to obtain any rights or approvals from any third party necessary for the recordation of the Parent Final Map by the Parent Final Map Recordation Date, Developer and County may mutually agree in writing to extend the Parent Final Map Recordation Date.
- (d) So long as a Developer or a Merchant Builder complies with this Agreement and the Design Guidelines, County agrees that the approval of any Subdivision Map shall not require the parties to enter into any Amendment to this Agreement, nor shall such approval require a new development agreement for the property to which the Subdivision Map is applicable.
- (e) Prior to the issuance of any certificate of occupancy for a structure subject to a Subdivision Map, Developer or a Merchant Builder, as applicable, shall be required to show the following:
 - (1) The procurement of a Developer Bond, if applicable;
 - (2) The procurement of a Merchant Builder Bond, if applicable;
 - (3) That water, sewer and power are connected to the structure; and
 - (4) That paved access to the structure has been provided.

4.5. Maintenance of Roads

All roadways which have a right of way of less than the minimum width required by the Code and all private roadways, including, applicable street signs, shall be maintained by an HOA in perpetuity.

4.6. Maintenance of Public and Common Areas

- (a) Maintenance by the HOA. Developer and any Merchant Builder agrees that prior to the release of any final maps for recording, other than the Parent Final Map, Developer will cause to be formed one or more HOAs within the Proposed Development. Prior to the recordation of the first final map (other than the Parent Final Map) for the Proposed Development, Developer will cause the formation of a master HOA governing the Property incorporated in the map. Such associations will be responsible to maintain in good condition

and repair all of the landscaping and other facilities, which the County requires to be maintained by such associations as a condition of approval, including all developed and undeveloped landscaped areas such as parks and park facilities, trail corridors, drainage easements, sight visibility zones, street lighting, subdivision signage and any landscaping on public rights of way. Developer agrees that such HOAs shall be created pursuant to declarations of covenants, conditions and restrictions ("CC&R's") recorded against the Proposed Development and that such association shall have the power to assess the subject landowners to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Developer further agrees that such declarations will contain a covenant running to the benefit of the County, and enforceable by County, that such facilities will be maintained in good condition and repair. Such associations will be Nevada not-for-profit corporations with a board of directors elected by the subject landowners, provided, however, that so long as Developer owns any land covered by such declarations, Developer may control the board of directors of such HOAs. Appropriate encroachment agreement(s), as required, shall be entered into for all such landscaping and non-standard improvements, including, but not limited to, project monumentation, decorative pavers or other streetscape enhancements, lighting, bus shelters and flags.

- (b) Requirements of the CC&R's. The CC&R's must be executed and recorded with the office of the Nye County Recorder, concurrently with the recording of any final map, in a form agreed to by County and Developer and must include the following provisions:
- (1) A plan for the maintenance of the improvements ("Maintenance Plan") adopted by the HOA and reviewed for compliance with the Applicable Rules by the County District Attorney's office;
 - (2) A statement that the Maintenance Plan can not be materially amended by the board of directors of the HOA without the written consent of the County;
 - (3) A statement that the CC&R's cannot be exercised or amended in any manner that would defeat or materially alter the Maintenance Plan; and
 - (4) A statement that in the event the HOA fails to maintain the

improvements in accordance with the Maintenance Plan, the County may exercise its rights under the CC&R's, including the right of the County to levy assessments on the property owners for cost incurred by the County in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and have the same priority as liens for real estate taxes.

- (c) County Review of CC&R's. The County shall have the right to review the CC&R's for the sole purpose of determining its compliance with the provisions of this Section 4.6. The County shall conduct such review within a reasonable time, which in no event shall exceed sixty (60) days.
- (d) Developer shall maintain, in good repair and condition, all common elements, in accordance with the requirements of NRS Chapter 116, until such time as an HOA assumes responsibility for the maintenance of all such improvements in accordance with the requirements of NRS Chapter 116.
- (e) Notwithstanding the foregoing, the approval or recordation of a parent tentative map or Parent Final Map shall not trigger the requirements of this Section 4.6.

4.7. Additional Property.

- (a) Residential land. Subject to the County's consent as evidenced by an approved Amendment to this Agreement and approval of the appropriate zoning designation for the property being added, Developer may increase the size of the residential portion of the Proposed Development, so long as
 - (1) The aggregate increases do not result in a total number of residential units that exceeds the limitations set forth in Section 4.3 of this Agreement;
 - (2) The impact of such additional property is not contrary to the approved Master Studies; and
 - (3) The additional property is adjacent to the Property or is, in the discretion of the BoCC, close enough in proximity to justify its inclusion in the Proposed Development.

- (b) Commercial land. Subject to the County's consent, as evidenced by an approved Amendment to this Agreement for the property being added, and obtaining the appropriate commercial zoning for the property being added, Developer may add additional land to the Proposed Development, or change the intensity or category of land use of a commercial component of the Proposed Development.

4.8. Processing Applications

- (a) The County acknowledges the Developer's desire to have timely reviews of studies, maps, plans, applications for permits, Land Use Applications and other authorizations for development of and within the Proposed Development submitted by Developer or any Merchant Builder (collectively, the "Applications"). The County Schedule (defined in Section 4.8(c) does not apply to the public hearing portion of any Application for which a public hearing is required under the Applicable Rules.
- (b) The Developer agrees to provide the County with a master schedule setting forth Developer's expected dates of submission of Applications for the Proposed Development. The master schedule shall be complete for all anticipated Applications, and may be used by the County to plan and adjust its staffing capacity accordingly. The Developer shall provide the County with periodic, but not less than biannual, updates of the master schedule providing additional Applications, changed submission dates, and reflecting Applications already submitted to County, throughout the development of the Proposed Development.
- (c) The County deems the schedule ("County Schedule") set forth in the table below to be a reasonable estimate of time for the County to process Applications. Developer acknowledges that County's ability to process reviews in accordance with the County Schedule is based on Developer's quality of submission and timely and accurately addressing the written comments provided by the County with respect to such Applications. Should any submission be rejected due to its lack of clarity and completeness that render County review impossible, the submission may be returned to the Developer or Merchant Builder and the review time shall be restarted accordingly. The County Schedule is expressed in Business Days ("bd") from the date of a complete submittal.

Category	1 st Review	2 nd Review	3 rd and Subsequent Reviews*	Mylar / Map Signatures
1. Hydrology Studies	15 bd	15 bd	5 bd	N/A
2. Traffic Studies	15 bd	15 bd	5 bd	N/A
3. Civil Improvement Plans	15 bd	15 bd	5 bd	5 bd
4. Final Maps	15 bd	10 bd	5 bd	6 bd
5. Parcel Maps	15 bd	10 bd	5 bd	6 bd
6. Boundary Line Adjustments	15 bd	10 bd	5 bd	6 bd
7. Reversionary Maps	15 bd	10 bd	5 bd	6 bd
8. Single Family – Standard Plans	15 bd	10 bd	5 bd	
9. Single Family – Production Homes	10 bd	5 bd	5 bd	
10. Single Family – Custom	15 bd	10 bd	5 bd	
11. Multifamily –Standard Plans	15 bd	5 bd	5 bd	
12. Multifamily –Model Plans	10 bd	5 bd	5 bd	
13. Multifamily-Production Plans	15 bd	10 bd	5 bd	
14. New Commercial (< 200K sf)	15 bd	10 bd	5 bd	
15. Assembly – Restaurants	15 bd	10 bd	5 bd	
16. Assembly – Other (< 50K sf)	15 bd	10 bd	5 bd	
17. Commercial Shell Building	15 bd	10 bd	5 bd	
18. Tenant Improvement (< 2.5k sf)	5 bd	5 bd	5 bd	
19. Tenant Improvement (> 2.5k sf)	10 bd	5 bd	5 bd	
20. Fire sprinkler system	10 bd	5 bd	5 bd	
21. Fire alarm systems	10 bd	5 bd	5 bd	

* If 3rd or subsequent review is required

- (d) The County reserves the right to extend the County Schedule, in the County's discretion, for unusually large, time consuming or complex Applications, or series of Applications, subject to written or electronic (e-mail) notification to Developer within four (4) Business Days after the complete submittal and the provision of a target

date for the completion of the review. Applications not listed in the County Schedule shall be reviewed within a reasonable time frame as is agreed upon between the parties. For purposes of this section, notice is deemed given when sent.

- (e) Developer acknowledges that submission of Applications in other than the proper sequence may delay the consideration of many related Applications. For backbone infrastructure, or for other processing as determined necessary by the parties, the parties will determine the proper sequence of submittals (as agreed upon, the "Alternative Schedule"). The County agrees to the review of Applications in accordance with the County Schedule or the Alternative Schedule only if the Applications are submitted in the proper sequence. Proper sequence as used in this section for submitting Applications: (i) in accordance with the County Schedule, is the order of submission of similar type applications as required by County as of the Effective Date; and (ii) in accordance with the Alternative Schedule, is the order as provided in the Alternative Schedule.
- (f) With the submission of each Application, Developer shall provide the name and standard and electronic (e-mail) address of the processor of such application ("Developer's Application Processor") to the County. County shall advise Developer's Application Processor, in writing or electronically, within four (4) Business Days of a complete submittal if County is unable to process an Application submitted in proper sequence; and County shall advise Developer's Application Processor of the Business Day when County reasonably believes it will complete processing of the Application. If the County's projected completion date is more than five (5) Business Days later than the date required under the County Schedule or the Alternative Schedule, Developer shall have the option to either: (i) accept the alternative timeframe projected by County; or (ii) request County to utilize a consulting firm or outside consultant ("Consultant") to process the Application at Developer's expense pursuant to the provisions of subsection (g) below.
- (g) Within ninety (90) days of the Effective Date, County shall provide Developer with a list of at least six (6) Consultants that will be used in the event Developer exercises its option to utilize a Consultant to process Applications.

Whenever Developer exercises its option to utilize a Consultant, the Consultant and the County shall enter into a standard County professional services agreement governing the terms of their

relationship ("Consultant Agreement"). The Consultant Agreement shall contain the following provisions:

- (1) Developer shall pay cost of the Consultant; and
- (2) The Developer shall have the right to evaluate the performance of the Consultant.

In the event the Consultant is removed from the assignment, the County and Developer shall choose a new Consultant within thirty (30) days from the current list of Consultants and the County shall enter into a new Consultant Agreement with such Consultant.

- (h) Developer's decision to use a Consultant does not extend the time frames set forth in the County Schedule without the mutual written agreement of the parties, however, County shall not be responsible for any delay in the County Schedule due to actions of third parties outside the reasonable control of the County.
- (i) County shall assign one full time person acceptable to Developer to act as a central point of contact ("Coordinator") for all coordination and communication issues between the County and the Developer as to the Applications. The Coordinator will be responsible for facilitating communications and providing the Developer with periodic updates regarding the County Schedule and issues that need to be resolved for the Proposed Development to stay on the County Schedule. Developer agrees, upon the County's request, to enter into an agreement to compensate County for the Coordinator's services ("Coordinator Reimbursement Agreement"). If the parties do not enter into a Coordinator Reimbursement Agreement, the County has no obligation to assign a Coordinator. In the event the Coordinator is removed from the position, an interim Coordinator shall be immediately appointed by the County until a new Coordinator is appointed by the County. If requested in writing by Developer, the County manager shall designate a second Coordinator ("Second Coordinator") acceptable to Developer as soon as practically possible following County's receipt of Developer's written request. Delivery of the written request by Developer to County shall constitute Developer's agreement that upon County's request, Developer will enter into an agreement to compensate the County for the Second Coordinator's services ("Second Coordinator Reimbursement Agreement"). If the parties do not enter into a Second Coordinator Reimbursement Agreement, the County has no obligation to assign a Second Coordinator. In the event the Second Coordinator is

removed from the position, an interim Second Coordinator shall be immediately appointed by the County until a new Second Coordinator is appointed by the County. The Second Coordinator shall not commence work as Second Coordinator until the Second Coordinator Reimbursement Agreement is fully executed.

- (j) If requested in writing by Developer and upon mutual consent of County, County shall provide, within ninety (90) Business Days of receipt by County of Developer's written request, such number of dedicated on-site plan check and/or inspection services personnel for the review and inspection of residential building permits as County determines appropriate. Delivery of the written request by Developer to County shall constitute Developer's agreement to compensate County for the dedicated on-site plan check and/or inspection services personnel as set forth in a separate plans check or inspection services reimbursement agreement ("Dedicated Plans Check Reimbursement Agreement" and/or "Dedicated Inspection Services Reimbursement Agreement" hereinafter referred to along with the Coordinator Reimbursement Agreement and Second Coordinator Reimbursement Agreement as the "Reimbursement Agreements") with the County. The Dedicated Plans Check Reimbursement Agreement and/or Dedicated Inspection Services Reimbursement Agreement shall be fully executed within thirty (30) Business Days of Developer's written notice to County.
- (k) The Reimbursement Agreements may be entered into subsequent to the Effective Date, as necessary, and each party agrees to act in good faith to negotiate and execute each Reimbursement Agreement promptly. Each Reimbursement Agreement, in addition to any other terms specified in this Agreement, shall provide:
- (1) In addition to the payment of normal plan check and permit fees, a specified percentage of salary cost for dedicated plan review and inspection services;
 - (2) Reimbursement or payment by the Developer of all direct expenses agreed to by the parties (i.e., temporary offices, travel etc.); and
 - (3) A provision stating that any Reimbursement Agreement may be terminated on not less than One Hundred Twenty (120) calendar days written notice from Developer to County and terminate the County's obligation to provide a Coordinator or a Second Coordinator.

- (l) The County manager or his designee shall have the authority to execute all Reimbursement Agreements. Such agreements do not need to be approved by the BoCC.
- (m) The Developer will be permitted to commence rough grading of the Property earlier than would otherwise be permitted under the Applicable Rules upon approval of a parent tentative map together with submittal and approval of a conceptual drainage study, rough grading improvement plans, payment of all applicable fees, and posting of a bond in an amount agreed to by the parties for the reclamation of the land being disturbed in the event development does not proceed in a timely manner.
- (n) The Developer or a Merchant Builder will be permitted to submit Applications for building permits for model homes and/or sales information centers earlier than would otherwise be permitted under the Applicable Rules upon compliance with the same requirements that County has traditionally imposed on developers for model home building permits as of the Effective Date. County is not required to issue such permits until Developer or Merchant Builder complies with the Applicable Rules.
- (o) The Developer or a Merchant Builder may occupy model homes and/or sales information centers earlier than would otherwise be permitted under the Applicable Rules upon compliance with all building use requirements or completion, by the Developer or a Merchant Builder, of all temporary or interim measures approved by the Director of Public Works or the building official or their designee.
- (p) Both Developer and County acknowledge that certain Bureau of Land Management (BLM) permit applications for development of the Proposed Development infrastructure obligations set forth in this Agreement shall be required during the development phases of the Proposed Development. Further, both Developer and County understand that such applications must be received by the BLM from the County. Upon submittal of any BLM permit applications to the County by Developer, the County will process said applications and, provided such permit applications relate to the Proposed Development infrastructure obligations set forth in this Agreement, the applications are correct and the applications are complete, forward them to the BLM within 30 calendar days of receipt. The County agrees to process and sign said applications upon acceptance by County of such plans as BLM requires or customarily requires for permits of the nature sought. The Developer shall pay

for the County's cost of processing such applications. County shall not be liable for delays caused by BLM.

- (a) Both Developer and County acknowledge that certain permit applications for development of the Proposed Development infrastructure obligations set forth in this Agreement will be required to be reviewed and approved by outside agencies. County may conditionally approve such permit applications, however, County shall not be liable for delays caused by outside agencies.

4.9. Enforcement of the Design Guidelines

- (a) General Intent. County and Developer agree that it is in the best interests of both parties that all development within the Proposed Development occur in conformance with the Design Guidelines. The parties hereby agree to follow the procedures set forth in this Section to ensure that the provisions of the Design Guidelines are uniformly enforced within the Proposed Development.
- (b) Developer Review. Developer shall have the responsibility to enforce the Design Guidelines with respect to development within the Proposed Development. Developer shall certify, using a form that substantially complies with Exhibit "C" ("Developer's Certification"), attached hereto, that each proposed project substantially conforms to the standards set forth in the Design Guidelines. County agrees and acknowledges that Developer has the authority to issue a Developer's Certification stating that a project substantially complies with the Design Guidelines that involve one or more of the following deviations from the Design Guidelines:
 - (1) The modification or elimination of a color, architectural or design element, if in the opinion of the Developer, the project contains alternative colors or elements that accomplish the overall intent of the Design Guidelines;
 - (2) Front, rear and side yard building setbacks that do not exceed ten (10) percent of the required setback;
 - (3) Maximum building and wall height that does not exceed ten (10) percent of the required wall height;

In the event the Planning Director determines that the Developer's

Certification for a project is inaccurate, or that a Merchant Builder is not complying with the Developer's Certification, the Planning Director and/or the County is not required to process any Land Use Application for such projects until the project substantially complies with the Design Guidelines. Developer may request deviations in excess of those described above by filing a request with the Planning Director. The Planning Director shall review and act on the request administratively within thirty (30) days of submittal. If the Developer is aggrieved by the Director's decision, Developer may appeal that decision to the BoCC. The BoCC shall hear the appeal within forty-five (45) days of receiving Developer's notice of appeal and the decision regarding the appeal shall be made in the sole discretion of the County.

- (c) County agrees that it will not process any Land Use Application, building permit or Subdivision Map application, except for the parent tentative map and the Parent Final Map and improvement plans for the Proposed Development, until it receives the certification identified in this Section. After receiving such certification, such applications shall be processed in accordance with the Applicable Rules.

4.10. Modifications to the Design Guidelines

- (a) Developer shall have the right to have nonmaterial modifications to the Design Guidelines reviewed and acted on administratively by the Planning Director. A nonmaterial modification is a modification requested by the Developer which, in the determination of the Planning Director, or in the case of roadways, the Public Works Director, is consistent with the requirements of the Design Guidelines and meets one or more of the following:
 - (1) A change in the location of a use from the location specified in the Design Guidelines, but only if the change in location will not have a significant adverse impact on other existing uses in the area;
 - (2) The addition of uses that are comparable in density or intensity to those permitted under the Design Guidelines or a change in the mix of uses permitted but only if the addition or changes will not have a significant adverse impact on other existing uses in the area;
 - (3) A change in the development standards set forth in the

Design Guidelines that conforms to the general intent of the Design Guidelines; or

- (4) Any other change or modification of a similar nature, which the Planning Director, or the Public Works Director, as the case may be, determines will not have a material negative impact on the Proposed Development.

A nonmaterial modification shall be reviewed and acted on administratively by the Planning Director within thirty (30) days of submittal. If Developer is aggrieved by the Director's decision, Developer may appeal that decision to the BoCC. The BoCC shall hear the appeal within forty-five (45) days of receiving Developer's notice of appeal.

- (b) A material modification includes any modification which does not qualify as a nonmaterial modification. Such an application shall only require a public hearing before the BoCC and such application shall be heard by the BoCC for decision within sixty (60) days of filing the application with the County.

4.11. Batch Plants/Short Term Mining and Processing

- (a) The parties hereby agree that batch plants and short term mining and processing operations conducted in accordance with the limitations set forth in this section are an appropriate accessory use to the uses permitted in the Design Guidelines.
- (b) In connection with Developer's proposed development of the Property, short term mining and processing operations will be necessary to process on-site materials. The County hereby grants Developer an umbrella permit for any such temporary operations established or maintained within the boundaries of the Proposed Development, provided that the Developer provides to the County for approval, an operations and maintenance report, prepared by a professional engineer, for the control of debris, dust, noise and storm water runoff and that such operations maintain a One Thousand (1,000) foot separation from the nearest occupied residence and further provided that the maximum hours of operation are from 7:00 A.M. to dusk, Monday through Friday. The umbrella short term mining and processing operation permit granted by this Section shall be reviewed every six (6) months by the Public Works Director, or his designee, for compliance with this Section. If, at any time, County believes Developer is in violation of

the requirements under this Section, it shall notify Developer pursuant to the provisions of Section 8 of this Agreement. Developer's designees shall be entitled to conduct Batch Plant operations under Developer's permit, provided the Developer provides a thirty (30) day written prior notice to the County, or his designee, of such Developer designee's intended operations. Developer agrees that the operations contemplated herein are to be limited in scope to meet the needs of the ongoing construction on or related to the Proposed Development and shall not become a commercial quarry operation. Materials may be imported only if they are used in the Proposed Development, or for offsite improvements required by the Master Studies. Developer or his designee shall establish a 24-hour complaint hotline and post a sign on the property for adjacent property owners to call to voice complaints about dust, noise or violation of operating hours. Once the phone line is established, the number shall be given to the County. Developer or his designee further acknowledges that they must secure any necessary air quality permits from the appropriate air quality agency. In the event Developer or designee is in violation of the conditions set forth herein, the County shall have the right to immediately suspend all short term mining and processing operations until cured.

4.12 Dust Mitigation

Developer agrees and acknowledges that it shall educate Merchant Builders of the Applicable Rules with respect to dust mitigation and will encourage compliance therewith.

SECTION 5 REVIEW AND DEFAULT

5.1 Frequency of Reviews; Biennial Review.

Pursuant to NRS Chapter 278.0205.1 and Section 16.32.110 of the Code, the BoCC may request, pursuant to written notice to Developer, to review the development at least once every twenty-four (24) months during the term of this Agreement. In the event the BoCC provides such notice, Developer shall have Forty-five (45) days to provide a written report to BoCC containing the reporting requirements stated below.

Reporting requirements include information regarding the progress of development within the Proposed Development, including, without limitation: (i)

data showing the total number of residential units built and approved on the date of the report; (ii) specific densities within each project and within the Proposed Development as a whole; and (iii) the status of development within the Proposed Development and the anticipated phases of development for the next calendar year, including Developer's efforts to develop, or have developed, commercial uses. In the event Developer fails to submit such a report, Developer shall be in default of this Agreement. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford reasonable time for response.

5.2 Opportunity to be Heard.

The report required by this Section 5 shall be considered solely by the BoCC. County and Developer shall each be permitted an opportunity to be heard orally and in writing before the BoCC regarding the performance of the parties under this Agreement.

5.3 General Provisions-Default.

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 notice of default ("Notice of Default"). The Notice of Default shall be made in the manner and to the address of the party set forth in Section 8 of this Agreement. The time of Notice of Default shall be measured from the date of certified mailing. The Notice of Default shall specify the nature of the alleged default and the manner and period of time in which it may be satisfactorily corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such period for cure shall not be less than thirty (30) days. 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, the party charging noncompliance may elect any one or more of the following courses.

- (a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend to terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the BoCC.
- (b) Amendment or Termination by County. Following consideration of the evidence presented before the BoCC and a finding that a

default has occurred by Developer and remains uncorrected, County may amend or terminate this Agreement. In the event of default by Developer, County shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of Developer's obligations hereunder under the procedures set forth in this Section and Section 5.5. County also reserves the right to terminate this Agreement and pursue collection and/or performance of any of Developer's obligations that were required by this Agreement up to the point of termination. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Developer, as determined under the Applicable Rules and Nevada Law, existing or received as of the date of the termination and to the extent that Developer has performed its obligations under this Agreement. Developer shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.5 hereof.

- (c) Termination by Developer. In the event County substantially defaults under this Agreement, Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of County's obligations hereunder under the procedures set forth in this Section and Section 5.5.
- (d) Waiver. Failure or delay in giving Notice of Default 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 of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

5.4 Unavoidable Delay, Extension of Time.

Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary to the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. In addition,

nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Developer. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 5.1 above.

5.5 Legal Action.

County and Developer agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that would be greater than without this Agreement. Accordingly, County and Developer may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are greater than such damages or liability would have been without this Agreement pursuant to the Applicable Rules. Prior to the institution of any legal action, the party seeking legal action must give the Notice of Default as set forth in Section 5.3. Following a Notice of Default and the failure of the notified party to cure such non-compliance within the time period set forth in Section 5.3, the BoCC must hold a public hearing where they consider the allegations and make a decision regarding the merits. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court, and the decision of the BoCC shall be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the BoCC shall be limited to the evidence presented to the BoCC at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall reside exclusively with the Fifth Judicial District Court, State of Nevada-Department 2 (Pahrump).

5.6 Notices.

All notices required by this Section shall be sent in accordance with Section 8.

5.7 Applicable Laws; Attorneys' Fees.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

ARTICLE I. SECTION 6. INFRASTRUCTURE OBLIGATIONS.**6.1 Generally**

- (a) Developer shall provide the infrastructure described in this Section. County acknowledges that the development of certain facilities described in this Section, or identified in the Master Studies, are dependent on obtaining a BLM lease or the right to use private property not controlled by Developer. In the event the parties (at Developer's cost and expense) are unable to obtain the required lease or right in the time and manner consistent with Developer's obligation to complete the facility, Developer and County may mutually agree to adjust the timelines specified in this Agreement. In the alternative, and when supported in the studies contemplated by this Agreement, the parties may agree, in writing, that Developer may proceed with the development and use of an alternative right-of-way or easement approved by the County.
- (b) Cooperation of the County. The County acknowledges that certain rights-of-way and easements outside the boundaries of the Proposed Development may be necessary for development and construction of the improvements described in this Section 6. The County shall cooperate with Developer (at Developer's cost and expense) in obtaining such necessary rights-of-way and easements, so as not to delay development and construction of such improvements required by the Master Studies contemplated in this Agreement. In the event the parties are unable to obtain the necessary right-of-way or easement in the time or manner consistent with the Developer's obligation to complete the improvement, County and Developer may agree to adjust the timeline specified in the studies contemplated by this Agreement. In the alternative, and when supported in the studies contemplated by this Agreement, the parties may agree, in writing, that Developer may proceed with the development and use of an alternative right-of-way or easement approved by County. In the event the parties cannot agree on an alternative, the County may withhold building permits for any residential unit that caused the need for the right of way or easement. Subject to cooperation, as set forth above, in no event shall County be liable for any delays by any third party in acquiring private or public rights-of way or for obtaining necessary approvals or permits from public or private agencies or entities having jurisdiction.
- (c) Limitation on Acquisition Costs and Expenses. Unless the parties

otherwise agree, whenever the parties agree to obtain a lease or right to use private property not controlled by Developer, Developer's obligation to pay for the cost and expense of the acquisition of such lease or right shall not exceed the portion of the cost or expense attributable to the impacts caused by the Proposed Development.

- (d) Lot Sizes. The County agrees and acknowledges that for the infrastructure Developer is providing under this Agreement, Developer shall be permitted lot sizes in the Proposed Development as defined in the Design Guidelines which are less than the minimum lot sizes permitted by the Property's zoning designations. County further agrees and acknowledges that County shall not permit lot sizes in other subsequent developments or under other subsequent development agreements in the County less than the minimum required by the Code, unless the applicant for such lot sizes agrees to provide infrastructure which is proportionately equal to or greater than the infrastructure Developer is providing to the County under this Agreement.

6.2 Open Space, Parks and Public Facilities

- (a) General. At no cost to the County or Township, Developer, or its designee, shall design, construct, maintain and provide access to the approximately Forty-Four (44) acres of park and open space identified in the Design Guidelines. All such facilities shall meet the requirements of the Applicable Rules and be available for the nonexclusive use of the residents of the County.
- (b) Parks.
- (1) Each park required by this Section shall include at least the following amenities, unless the requirement is waived by the Township and BoCC: trees and other plantings, irrigation, picnic areas, jogging and walking paths, and other apparatuses designed to serve the residents of the County on
- non-exclusive basis.

- (2) Developer shall commence construction and complete the parks and open space identified in the Design Guidelines as follows:

Park and Open Space	Commence Construction	Complete Construction
Park A	Prior to the issuance of a building permit for the 4,000 th residential unit*	Prior to the issuance of a building permit for the 5,200 th residential unit
Park B	Prior to the issuance of a building permit for the 1,500 th residential unit	Prior to the issuance of a building permit for the 3,000 th residential unit
Park C	Prior to the issuance of a building permit for the 500 th residential unit	Prior to the issuance of a building permit for the 1,500 th residential unit
Park D	Prior to the issuance of a building permit for the 2,500 th residential unit	Prior to the issuance of a building permit for the 4,000 th residential unit

* All applicable leases or other rights to use the BLM land shall be obtained prior to the issuance of a building permit for the 3,200th residential unit.

- (3) In the event Developer is unable to meet the timelines set forth in Subsection (2) above, the Township and the County and the Developer may mutually agree to one of the following options:

- (i) Extend the timelines set forth in Subsection (2) above;
- (ii) Determine an amount of cash acceptable to the County in lieu of the Developer completing its obligations set forth in Subsection (2) above;
- (iii) Construct facilities in alternate locations; or
- (iv) Construct facilities in a sequence different than described above

- (c) Trails. At no cost to the County or Township, Developer, or its designee, shall design, construct, maintain and provide access to the trails identified in the Design Guidelines. Developer shall commence construction of the trails within five (5) years of the Effective Date and shall complete construction no later than four (4) years from the commencement.

- (d) Approval of Parks, Trails and Open Space Plan. County and Developer agree that the plan for the parks, trails and open space set forth in this Section 6.2 shall be approved by the governing body of the Township and the BoCC. Developer agrees that the parks, trails and open space will be built in substantial conformance with the Design Guidelines.
- (e) Exemption from Park Fees. The County agrees and acknowledges that in consideration of the parks to be provided by the Developer under this Section, Developer and Merchant Builders are exempt from the applicable fee imposed by Section 15.32.070 of the Code, in an amount equal to the cost of constructing such facilities.
- (f) Dedication of Water Rights. Developer, or its designee, shall dedicate to the appropriate utility sufficient water rights for the exclusive purpose of maintaining the parks, trails and open space required by this section.

6.3 Police Services.

- (a) Police Unit Fee. Pursuant to Section 15.32.070 of the Code, Merchant Builders shall contribute a fee for police services upon the issuance of a building permit. Any revenue received from these fees shall be placed in the County's capital expenditure fund for the sole purpose of funding the needs of the Nye County Sheriff's office.
- (b) Additional Developer Contribution to Police Services. In addition to the fees contemplated by Section 6.3(a) of this Agreement, Developer agrees and acknowledges that it shall pay an amount equal to One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) to the County ("Sheriff's Fee"). The Sheriff's Fee shall be paid to the County not later than Ninety (90) days after the recordation of the Parent Final Map. The Sheriff's Fee shall be deposited into a general fund dedicated to expenditures for equipment and supplies as determined by the Nye County Sheriff and the County.

6.4 Fire Protection.

- (a) Construction of Fire Station. The Developer shall construct a Fire Station for the use and benefit of the Township. The Fire Station shall be constructed on land, which is owned or controlled by the Township, and located in the southern area of the Pahrump

Regional Planning District. Such location shall be mutually agreed to in writing by the Township and the Developer. The Developer shall commence construction of the Fire Station **not later than September 1, 2007** ("Fire Station Construction Commencement Date") and shall complete construction of the Fire Station on or before August 31, 2008 ("Fire Station Construction Completion Date"). Notwithstanding the foregoing, the Fire Station Construction Commencement Date and the Fire Station Construction Completion Date set forth in this Section 6.4(a) shall not be enforceable against the Developer in the event of delay or nonperformance by the Township with respect to the Fire Station, and the provisions of Section 5.4 of this Agreement shall apply in such event.

- (b) **Fire Unit Fees.** The County agrees and acknowledges that in consideration of the Fire Station to be constructed by the Developer under this Section 6.4, Developer and Merchant Builder are **exempt from the** fees imposed by Section 15.32.070 of the Code.
- (c) **Developer's Cap on Contribution.** Notwithstanding the foregoing, Developer's contribution toward the cost of constructing the Fire Station shall not exceed One Million Thirty-Five Thousand Four Hundred and 00/100 Dollars (\$1,035,400.00) ("Developer's Fire Cap"). In the event the estimated cost of constructing the Fire Station exceeds the Developer's Fire Cap, the amount that exceeds the Developer's Fire Cap shall be deposited by the Township into a trust account, or shall be funded by Developer and reimbursed by Township to Developer, as mutually agreed to in writing by Township and Developer, prior to the Fire Station Construction Commencement Date.
- (d) **Additional Developer Contribution to Fire Services.** In addition to the construction of the Fire Station contemplated by Section 6.4(a) and (b) of this Agreement, Developer agrees and acknowledges **that it shall pay an amount equal to Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to the Township** ("Fire Fee"). The Fire Fee shall be paid to the Township not later than Ninety (90) days after the completion of the construction of the Fire Station. The Fire Fee shall be deposited into a general fund dedicated to expenditures for equipment and supplies as determined by the Township and the County.

6.5 Schools.

Prior to the recordation of the Parent Final Map, Developer will enter into an Amendment to this Agreement that is approved by the governing body of the School District and the BoCC.

6.6. Water.

County acknowledges and agrees that Developer, or its designee, shall install the water facilities necessary to serve the Proposed Development within existing and future public rights-of-way. Developer shall comply with the appropriate tariff of the Public Utilities Commission with respect to the dedication of water infrastructure to a utility.

6.7. Sanitary Sewer.

Developer shall provide sanitary sewer system facilities required by the Zoning Action. County has no obligations, and is not obligated to pay any financial costs, associated with obtaining the construction or maintenance of sanitary sewer facilities or the acquisition of rights-of-way, permits, easements, or other interests not owned by Developer necessary to construct the facilities required in this Section. County acknowledges and agrees that Developer, or its designee, shall install the sewer facilities necessary to serve the Proposed Development within existing and future public rights-of-way. Developer shall comply with the appropriate tariff of the Public Utilities Commission with respect to the dedication of sewer infrastructure to a utility.

With respect the location, design and operation of the proposed wastewater treatment facility, the Developer shall ensure full compliance with applicable Nevada State laws and regulations, and in particular, the implementation of NAC 445A.285 - Locating a Treatment Works and Nevada Division of Environmental Protection WTS-21, in which they state:

Under NAC 445A.285

1. In locating the site for a treatment works, the designer shall attempt to select a site that is not:
 - (a) Within 984.3 feet (300 meters) of an occupied dwelling or other building.
 - (b) Within the limits of a 100-year floodplain unless protected from the flood to the satisfaction of the Department.
2. No site may be approved by the Department without having first been approved by local government.

Under NDEP WTS-21

- (c) The structures may be located within 200 feet but not less than 25 feet away from a major highway, dwelling, or other building whose use is not compatible with wastewater treatment provided that:
 - (1) The air from all structures which are designed to contain sewage, screening, grit, sludge or chemicals at the wastewater facility is captured and treated as approved by DEP."

The Developer shall submit to the Planning Department and Public Works Department a site development plan for the facility and adjacent park/open space to ensure that odor emissions comply with all applicable laws and that adequate setback and buffer from residential neighborhood and dwellings being provided. Developer further agrees that compatibility of the proposed-treatment process with the present and planned future land use, including noise, potential odors, air quality, and anticipated sludge processing and disposal techniques must be reviewed and approved by the Planning Department and Public Works Department; and any non-conformance of such under NAC 445A.285 and Nevada Division of Environmental Protection WTS-21 criteria shall be fully disclosed to the potential home buyers and affected residents.

6.8. Transportation.

- (a) Developer shall submit a Master Traffic Impact Analysis prior to the recordation of the Parent Final Map. Amendments and supplements to the Master Traffic Impact Analysis, if required by the Applicable Rules, shall be submitted by Developer for review and approval by the Public Works Director.
- (b) Definitions.
 - (1) "On-Site Road Improvements" shall mean mitigation measures and improvements to intersections and roadways located within each phase of the Proposed Development, as identified pursuant to subsection (c) below.
 - (2) "Off-Site Access Roads" shall mean paved access roads necessary to provide ingress and egress for each phase of development, as identified pursuant to subsection (d), below.
- (c) On-Site Road Improvements. Developer agrees to provide On-Site Road Improvements as required of the Developer by the approved

Master Traffic Impact Analysis. County and Developer agree and acknowledge that Developer's sole responsibility with regard to the On-Site Road Improvements, shall be limited to those On-Site Road Improvements required of the Developer by the approved Master Traffic Impact Analysis.

- (d) Off-Site Access Roads. County agrees that Developer's obligations, as they relate to Off-Site Access Roads, shall be limited to the specific improvements set forth in the Master Traffic Impact Analysis. Developer acknowledges it shall be responsible for the specific improvements to the Off-Site Access Roads identified in the Master Traffic Impact Analysis. Notwithstanding the foregoing, County and Developer agree that the Off-Site Access Road improvements shall be limited to the travel lanes required by the Master Traffic Impact Analysis. Except as otherwise provided herein, County further agrees and acknowledges that Developer shall not be responsible for obtaining right-of-way required for any Off-Site Access Roads from private property owners and in the event County (at Developer's cost and expense) is unable to obtain such right-of-way for any Off-Site Access Road, or a portion thereof, the Developer shall not be restricted or prohibited from completing the Proposed Development.
- (e) Nevada State Route 160. Developer agrees and acknowledges that it shall construct that certain portion of Nevada State Route 160 depicted on Exhibit "D" attached to this Agreement ("Gateway Route 160"). Upon completion, Gateway Route 160 shall be in substantial conformance with Exhibit "E" attached to this Agreement ("Gateway Route 160 Plans"). Construction of Gateway Route 160 shall commence prior to the issuance of the two hundred fiftieth (250th) residential building permit ("Gateway Route 160 Construction Commencement Date") and shall be completed within eighteen (18) months of the Gateway Route 160 Construction Commencement Date ("Gateway Route 160 Construction Completion Date"). Prior to the Gateway Route 160 Construction Commencement Date, the Public Works Director and the Developer shall cooperate (at Developer's sole cost) to prepare a plan for approval by the Nevada Department of Transportation showing appropriate traffic routes and safety measures during the construction of Gateway Route 160. Developer's obligation to commence construction on the Gateway Route 160 Construction Commencement Date and complete construction on the Gateway Route 160 Construction Completion Date is dependant on Developer's receipt of all necessary approvals from the County and

all others, including, but not limited to, the Nevada Department of Transportation. County agrees and acknowledges that it will assist Developer, at Developer's expense, with obtaining the necessary approvals to construct the Gateway Route 160. In the event Developer is unable to obtain such approvals to meet its obligations under this Section, the provisions of Section 6.1 (b) shall apply.

- (f) Traffic Signals. County agrees to assist Developer, at Developer's expense, with the necessary approvals to install traffic signals at the intersections of the Spine Road and Nevada State Route 160 without prejudice to the warrant analysis.
- (g) Future Performance Bonds. Except as provided herein, as a condition of approval of any final map, other than a Parent Final Map, Developer shall provide a Developer Bond for On-Site Road Improvements and Off-Site Access Roads which relate to utilities set forth in said final map, which are identified in this Agreement and/or Master Traffic Impact Analysis. County agrees to waive the requirement for a performance bond for any improvements completed by a Special Improvement District approved by the BoCC.
- (h) Payment of Fee for Regional Traffic Improvements. Developer agrees to pay to the County, not later than Ninety (90) days after the recordation of the Parent Final Map, an amount equal to Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) and Developer agrees to pay to the County, not later than the issuance of the five hundredth (500th) residential building permit, an amount equal to Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). The funds paid pursuant to this subsection (h) are for use in the construction of projects shown on the County Capital Improvement Plans related to:
 - (1) Thousandaire Boulevard;
 - (2) Manse Road;
 - (3) Homestead Road; and
 - (4) Hafen Ranch Road.
- (i) Credits. Developer shall be entitled to a credit against the fee that would otherwise be required under Section 15.32.070 of the Code for the following:

- (1) The amount of the cost of constructing Gateway Route 160 which is beyond what Developer is required to do under the Master Traffic Impact Analysis;
 - (2) The amount by which the cost of constructing Thousandaire Boulevard as shown on the Capital Improvement Plan through the Proposed Development exceeds the cost of constructing the road as a collector street;
 - (3) The cost of any off-site improvements that are required by the Master Traffic Impact Analysis and shown in the County's Capital Improvement Plans;
 - (4) The amount of the cost of the constructing and installing the traffic signals at the intersections of the Spine Road and State Route 160 which is beyond what Developer is required to do under the Master Traffic Impact Analysis, unless such traffic signals have already been constructed by others; and
 - (5) The payments required in subsection (h) above.
- (j) Dedication of Right of Way for Spine Road/State Route 160 Intersection. Within ninety (90) days of the Effective Date, Developer shall dedicate to County the right of way, shown on Exhibit "F" attached to this Agreement.
 - (k) Driveway Intersections with State Route 160. Developer agrees that it will not oppose a request to allow the driveways allowing access to Assessors Parcel 47-041-01 in the locations depicted on Exhibit "G" attached to this Agreement.

6.9 Storm Drainage

- (a) Storm Drainage Report. Developer shall submit a Master Conceptual Drainage Study to the County for the Proposed Development and for the County's review and approval. Developer agrees and acknowledges that it shall study the feasibility of building a retention basin in the Master Conceptual Drainage Study.
- (b) Definitions.
 - (1) "Off-Site Drainage Improvements" shall mean mitigation

measures and improvements to drainage located outside of the Proposed Development.

- (2) "On-Site Drainage Improvements" shall mean mitigation measures and improvements to drainage located within each phase of the Proposed Development.
- (c) Acquisition of Off-Site Rights-of-Way. The acquisition of any right-of-way corridor, if such property must be acquired in order to provide said flood control, shall be done in conformance with Section 6.1(b) of this Agreement. County agrees and acknowledges that it shall cooperate with Developer, at Developer's expense, in the construction of the Off-Site Drainage Improvements or the acquisition of rights-of-way, permits, easements, or other interests not owned by Developer necessary to construct the facilities required in this Section.
- (d) Future Performance Bonds. As a condition of approval of any final map, Developer shall provide performance bonds for all Off-Site Drainage Improvements and On-Site Drainage Improvements which relate to storm drainage facilities that are identified in the Master Conceptual Drainage Study. County agrees to accept such performance bonds based on the approved Master Conceptual Drainage Study and engineered estimates therein in order for Developer to obtain the County's approval and recordation of the Parent Final Map.
- (e) Maintenance. For the duration of this Agreement, as set forth in Section 10.1 of this Agreement, Developer, or its designee, shall maintain, in accordance with the Applicable Rules, the Off-Site Drainage Improvements and On-Site Drainage Improvements required of the Developer in the Master Conceptual Drainage Study ("Developer Maintained Drainage"). The County shall have the right to inspect the Developer Maintained Drainage one (1) time each calendar year for the duration of the Agreement to determine the condition of the Developer Maintained Drainage. County shall inform the Developer or its designee in writing of the results of such inspection within twenty (20) business days of the inspection. Developer shall respond in writing within twenty (20) business days of the date it receives the inspection results. In the event the Developer Maintained Drainage has passed such inspection(s), or the Developer has corrected any problems identified in writing by the County, the County, or its designee, shall assume the maintenance of the Developer Maintained Drainage

upon the expiration of this Agreement. Developer shall cooperate with the formation of a general improvement district, or its equivalent, for the maintenance obligations set forth in this section.

- (f) Future Improvement Districts. Developer shall be exempt from the requirement to participate in any general improvement district, special improvement district or similar mechanism for funding the construction of storm water facilities to the extent the mechanisms contemplate the improvements constructed by Developer pursuant to this Section.
- (g) Additional Fees. Developer shall be exempt from any fees applicable to the Developer Maintained Drainage, whether through a general improvement district or otherwise, for the period the Developer maintains the Developer Maintained Drainage.
- (h) Credits. Developer shall be entitled to all credits permitted under the Applicable Rules, including, but not limited to, credits for building a drainage facility that is larger than required to serve the Proposed Development, if requested to do so by the County.

6.10 Establishment of Construction Traffic Routes

- (a) Developer acknowledges that County has undertaken a truck route study for the Pahrump Regional Planning district. County agrees and acknowledges that it will cooperate with and assist Developer, at Developer's expense, in the creation of any other specified construction traffic and truck routes, which will be implemented during the construction of the Proposed Development ("Traffic Routes"). The Traffic Routes shall take into consideration the typical traffic patterns in the area of the Proposed Development during weekdays and on weekends, and pavement conditions of existing County roads suitable for heavy construction traffic generated by the development and other applicable considerations as described in the County's truck route study. In the event severe traffic congestion or pavement damages results because of Traffic Routes, the County and Developer agree and acknowledge that they shall work together to develop alternate Traffic Routes to resolve such traffic congestion issues.
- (b) The County agrees and acknowledges that it will permit the installation of signs and other traffic control devices to implement and enforce the Traffic Routes at Developer's cost and expense.

- (c) The County agrees and acknowledges that it will assist in the implementation and enforcement of the Traffic Routes.
- (d) To the extent permitted by law, County authorizes Developer, at the Developer's option, to implement and enforce the Traffic Routes.
- (e) Developer agrees that dust on the Traffic Routes shall be mitigated, to the extent possible, using methods typically employed in Southern Nevada.
- (f) Developer agrees to maintain the Traffic Routes for the duration of this Agreement.

6.11 Limitations on Developer's Obligations

Developer shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, or Impact Fees or to construct or to provide facilities or improvements beyond those specifically identified in this Agreement.

SECTION 7. SPECIAL IMPROVEMENT DISTRICTS.

County may consider any applications for developer initiated special improvement districts which may be identified as material to the development of the Proposed Development. The parties agree, however: (i) that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such developer initiated special improvement districts; and (ii) any developer initiated special improvement district must be processed and approved pursuant to all applicable State and County laws, policies and procedures.

SECTION 8. NOTICES.

All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County:

County of Nye,
 A political subdivision
 250 North Highway 160, Suite 1
 Pahrump, Nevada 89060
 Attention: Planning Director

678833

To Developer: PV Land Investments, LLC
3455 Cliff Shadows Parkway
Suite 220
Las Vegas, Nevada 89129
Attention: Tom Devore

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

SECTION 9. SEVERABILITY OF TERMS.

If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

SECTION 10. DURATION OF AGREEMENT.

10.1 This Agreement shall expire ten (10) years after the Effective Date.

10.2 The County may extend the term of this Agreement, in its sole discretion, upon the following conditions:

- (a) Developer provides written notice of such extension to County prior to the expiration of the original term of this Agreement; and
- (b) Developer is not in default of this Agreement.

10.3 If approved by the BoCC, the extension shall be granted in writing after:

- (a) Notice of intention to amend the Agreement has been published as provided in NRS 278.0205; and
- (b) The BoCC has approved an ordinance approving the extension that includes:

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- (1) a statement of the justification for the extension; and
- (2) the duration of the extension; and
- (3) any further conditions agreed to by the BoCC and the applicant, which conditions may be incorporated by reference in the ordinance.

[Signatures on the following page]

678833

In Witness Whereof, this Agreement has been executed by the parties on the day and year first above written.

COUNTY:

DEVELOPER:

Board of County Commissioners

PV LAND INVESTMENTS, LLC, a Nevada limited liability company

By: HOLDINGS MANAGER, LLC, a Nevada limited liability company
Its: Manager

By: R.L. Carver

By: [Signature]

Name: Thomas J. DeVore

Title: Manager

Approved as to Form:

[Signature]

MHF MP

Attest:

SUBSCRIBED AND SWORN TO before me on this 29th day of January, 2006.

County Clerk

By: [Signature]
Deputy Clerk

[Signature]
Notary Public in and for said County and State

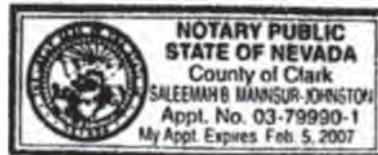


EXHIBIT "A"
TO THE AGREEMENT

678833

PROPERTY

678833

W.O.# 786-E294
File: E294modLGL.doc
September 21, 2006
By: DEH
Checked By: GDR

EXHIBIT "A"

EXPLANATION: Property Description for Pahrump Gateway Water District Annexation.

BASIS OF BEARINGS

The Basis of Bearings for this Real Property Description is South 44°20'57" East, being the bearing between Points 1007 and 1011, as shown on a Record of Survey on File in the Nye County Recorder's Office in File 537942.

Being those certain portions of Sections 2, 3, 11, & 14, all in Township 21 South, Range 54 East, M.D.M., County of Nye, State of Nevada, being more particularly described as follows:

Beginning at the northeasterly corner of the North Half (N ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of said Section 2;

Thence along the easterly line thereof, South 01°18'32" East, 665.27 feet to the southerly line thereof;

Thence along said southerly line, South 89°29'09" West, 1315.13 feet to the easterly line of the South Half (S ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of said Section 2;

Thence along said easterly line, South 00°48'49" East, 667.88 feet to the northerly line of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 2;

Thence along said northerly line, North 89°22'12" East, 1320.87 feet to the easterly line thereof;

Thence along said easterly line, South 01°18'32" East, 665.27 feet to the southerly line thereof;

Thence along said southerly line, South 89°15'18" West, 1326.61 feet to the easterly line of the South Half (S ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 2;

Thence along said easterly line, South 00°48'49" East, 667.89 feet to the northerly line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 11;

Thence along said northerly line, North 89°08'26" East, 1332.36 feet to the northeasterly corner of said Section 11;

Thence along the easterly line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 11, South 01°24'27" East, 1371.40 feet to the northerly line of the

Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of said Section 11;

Thence along the easterly line thereof, South 01°23'27" East, 1371.33 feet to the southerly line thereof;

Thence along said southerly line, North 89°20'37" West, 1315.15 feet to the easterly line of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of said Section 11;

Thence along said easterly line, South 01°48'34" East, 1379.34 feet to the southerly line thereof;

Thence along said southerly line, North 89°41'25" West, 1305.21 feet to the easterly line of the

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Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section 11;

Thence along said easterly line, South 02°11'39" East, 1387.79 feet to the northerly line of the North Half (N ½) of the Northwest Quarter (NW ¼) of said Section 14;

Thence along the easterly line thereof, South 00°07'28" West, 1328.38 feet to the southerly line thereof;

Thence along said southerly line, North 89°59'51" West, 2727.37 feet to the westerly line thereof;

Thence along said westerly line, North 01°13'52" West, 1326.58 feet to the southwesterly corner of said Section 11;

Thence along the westerly line of the West Half (W ½) the Southwest Quarter (SW ¼) of said Section 11, North 02°16'47" West, 2808.66 feet to the southerly line of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of said Section 11;

Thence along the westerly line thereof, North 00°01'18" West, 1316.76 feet to the southerly line of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 11;

Thence along the westerly line thereof, North 00°01'17" West, 865.57 feet to the southwesterly right-of-way line of State Route 160;

Thence departing said westerly line, along said right-of-way line, South 53°35'50" East, 1689.18 feet to the westerly line of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section 11;

Thence departing said right-of-way line, along said westerly line, North 01°06'29" West, 131.00 feet to the northerly line thereof;

Thence along said northerly line, South 89°45'02" East, 678.36 feet to the westerly line of the East Half (E ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section 11;

Thence along said westerly line, North 01°39'26" West, 1331.59 feet to the southerly line of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section 2;

Thence along said southerly line, South 89°50'10" West, 665.64 feet to the westerly line thereof

Thence along the southerly line of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of said Section 2, South 89°50'29" West, 1331.41 feet to the southeasterly corner of said Section 3;

Thence along the southerly line of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the said Section 3, South 89°43'47" West, 356.48 feet to the northeasterly right-of-way line of said State Route 160;

Thence departing said southerly line, along said right-of-way line, the following two (2) courses: North 53°35'50" West, 339.41 feet to a point of curvature;

Thence northwesterly, along the arc of a curve to the right, concave northeasterly, having a radius of 9925.00 feet, through a central angle of 05°13'57", an arc distance of 906.37 feet to a point to which a radial line bears, South 41°38'06" West, said point also being on the westerly line of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 3;

Thence departing said right-of-way line, along said westerly line, North 00°21'24" West, 559.14 feet to the northerly line thereof;

Thence along said northerly line, North 89°43'14" East, 1322.35 feet to the westerly line of the

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September 21, 2006
By: DEH
Checked By: GDR

North Half (N ½) of the Southwest Quarter (SW ¼) of said Section 2;
Thence along said westerly line, North 00°37'34" West, 1335.78 feet to the northerly line thereof;

Thence along said northerly line, North 89°36'41" East, 2677.97 feet to the northwesterly corner
of the North Half (N ½) of the Southeast Quarter (SE ¼) of said Section 2;
Thence along the northerly line thereof, North 89°36'09" East, 2618.78 feet to the
POINT OF BEGINNING.

EXCEPTING therefrom any portion of State Route 160, lying within said Section 11.

Said parcel contains 899.87 acres more or less, as determined by computer methods.

***"The above described parcel of land represents a portion of Sections 2, 3, 11, & 14,
Township 21 South, Range 54 East, M.D.M., County of Nye, State of Nevada, and is not
intended for inclusion in a document conveying fee ownership. To do so is a violation of
state law and or local ordinance."***

END OF DESCRIPTION

678833

Gateway

DESIGN GUIDELINES

AUGUST 14, 2006

PV LAND INVESTMENTS, LLC

678833

GATEWAY

DESIGN GUIDELINES

August 14, 2006

PREPARED FOR:

PV LAND INVESTMENTS, LLC
3455 Cliff Shadows Parkway, Suite 220
LAS VEGAS, NV 89129

PREPARED BY:

ARCHITECTURE / PLANNING

KTGY Group
17992 Mitchell South
Irvine, CA 92614

LANDSCAPE ARCHITECTURE

STANTEC CONSULTING
7451 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89117

COLOR

TEILMAN/WAY DESIGN, INC.
48 SANTA BARBARA DR.
SANTA FE, NM 87505

Gateway

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Gateway

Design Guidelines
August 14, 2006

Glossary

The following terms are used throughout the Gateway Design Guidelines and are defined below for the reader's convenience:

Master Developer- The Master Developer of the Gateway Project is PV Land Investments, LLC.

Development Parcel- A parcel of land upon which a subdivision will be developed by a builder.

Design Review Committee- A group of professionals charged with reviewing individual builder submittals for compliance with the Gateway Design Guidelines.

Master Homeowner's Association- A group composed of representatives of the Master Developer and the builders with in the Gateway project charged with ensuring that the Gateway Project's Covenants Codes and Regulations (CC&Rs) are enforced.

Spine Road- The landscaped boulevard shown in the central portion of the Gateway Master Plan on both the north and south sides of Highway 160 (See Exhibit 2). The landscaped system of roadways that connect to the Spine Road as shown on Exhibit 2 are also considered part of Spine Road.

Assembly Uses: those uses associated with the congregation of a group of individuals for religious purposes.

Usable Open Space: the areas within the Gateway Master Plan dedicated to active recreational uses, such as parks, trails and pedestrian pathways.

Open Space: the areas within the Gateway Master Plan that are intended to enhance its aesthetics, such as natural areas and landscape area.

Common Open Space: The areas held in common by all or a portion of the residents or owners within the Gateway Master Plan or a Development Parcel, such as parks, paseos, trails, community centers, landscaped medians and parcel entries.

Cluster Development: a subdivision layout type where a series of single family residences are plotted surrounding a common element, such as motor courts or Open Space.

Gateway Project Title

The project title "Gateway" is a working title only and is subject to change. The actual name of the community will be selected by the Master Developer at a future date and will not require Nye County approval.

INTRODUCTION

1.1 PURPOSE AND INTENT

The purpose of the Design Guidelines is to establish the procedures and evaluation criteria for proposed Development Parcels within Gateway, a master planned community in the southeastern portion of Pahrump. The guidelines described herein establish general concepts and provide the direction for the expression of the community character envisioned for Gateway. They are intended to provide an overall framework for future development, in order to achieve a sense of community identity, character, scale and sensitivity in the Gateway development.

An extraordinary amount of time, resources, and capital will be expended for the development of infrastructure, landscaping and other site improvements which are integral to the creation of a strong sense of identity for Gateway. The Design Guidelines are intended to provide a vehicle to protect and maintain the long-term quality and value of the community. Accordingly, the Design Guidelines apply to all construction within Gateway, including but not limited to residential and commercial product, including new construction, landscape, signage, and neighborhood amenities.

The sketches and graphic representations contained herein are for conceptual purposes only, and are to be used as general visual aids in understanding the basic intent of the guidelines. They are not meant to depict any actual lot or building design.

1.2 SUPPORTING DOCUMENTS

The Design Guidelines supplement the following documents, which must also be consulted during the design and development of individual parcels within Gateway:

- Master Declaration of Covenants, Conditions & Restrictions for Gateway (Declaration or CC&R's)

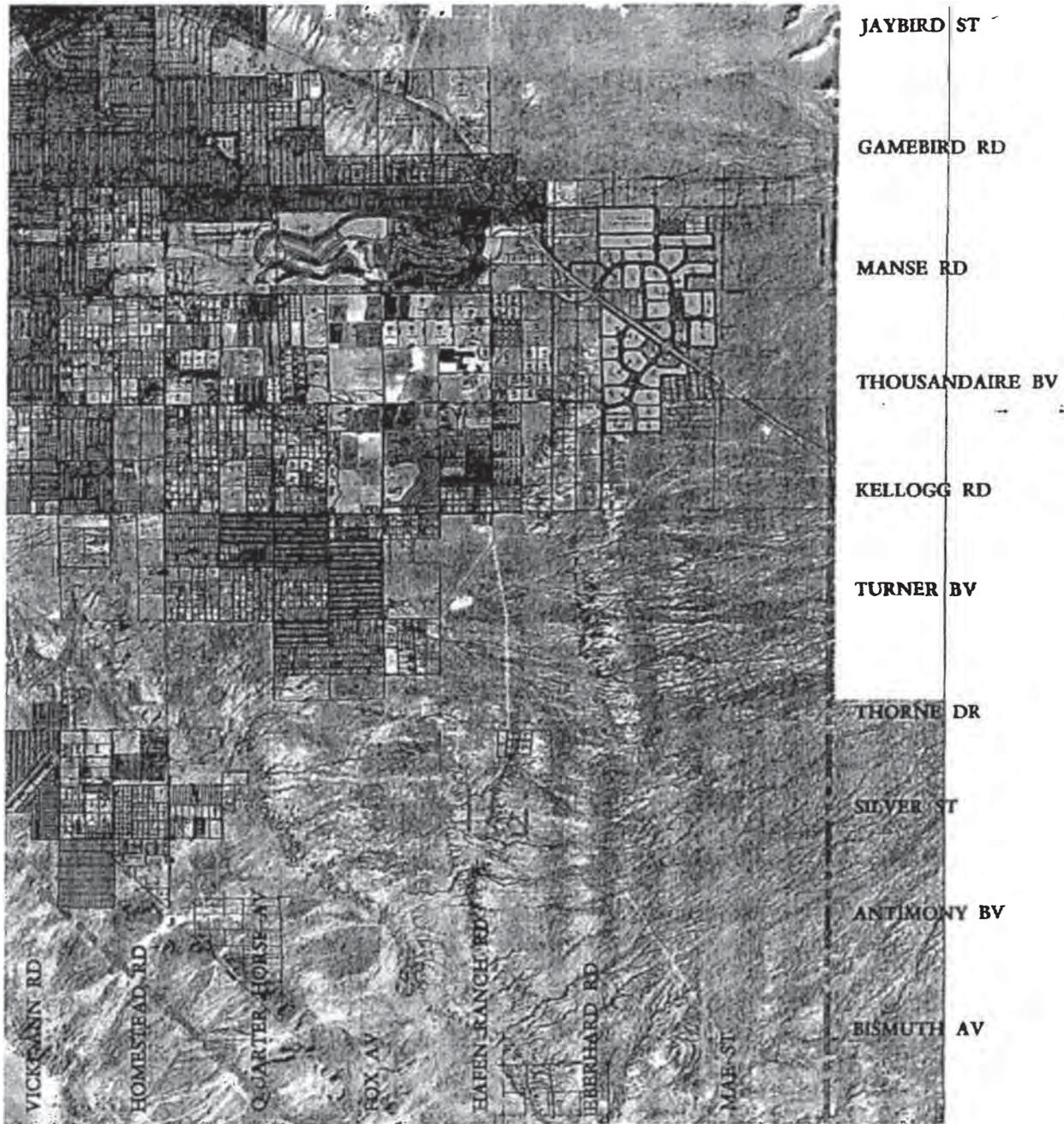
The Design Guidelines are subject to interpretation by the Master Developer. Subject to the provisions of the Development Agreement approved by the Board of County Commissioners, the Master Developer may amend or augment the Design Guidelines to meet specific site or functional requirements of property within the community.

1.3 RESPONSIBILITY OF REVIEW

All projects within Gateway require review and approval by the Master Developer prior to submittal to Nye County or any other applicable public agencies. The Master Developer's purpose in plan review is to ensure that each project meets the intent of the Design Guidelines

1.4 PROJECT LOCATION

Gateway, encompassing approximately 900 acres, is located in southeastern Pahrump, along both the east and west sides of Route 160, south of Gamebird Road. Please refer to Exhibit 1, Location Map.



Gateway

SECTION 2**COMMUNITY THEME**

2.1 COMMUNITY THEME

Gateway is a community characterized by landscaped streets, expansive park and common areas, and trail systems. It will be a community where residents will feel a welcome sense of space: in their homes, in their yards, on their streets, and in their parks and recreation areas.

The architectural character of the residential neighborhoods throughout Gateway will reinforce the overall community image of the project and the relaxed country lifestyle it promotes. A variety of architectural styles have been selected for Gateway that will result in the creation of neighborhood environments that blend gracefully into this countryside setting. This will provide a pleasant gateway into the greater Pahrump community.

The architectural styles envisioned for the Gateway neighborhoods are listed below. Please refer to the architectural image boards on the following pages that provide examples of each of these styles.

- Country Bungalow
- American Western Farmhome
- Desert Farmhome
- European Farmhome
- Western Ranch Home
- Spanish Cottage
- Nevada Prairie

2.2 COMMUNITY ENTRIES

The entries into Gateway will be designed as important community identity elements that establish a strong sense of arrival to the community, and introduce the overall theme for the project. The entries will feature a thematic blend of textured walls, monumentation, landscaping and other site elements that create a unique and memorable entry experience for residents and visitors alike. Please refer to Exhibits 3 and 4 for a depiction of the overall community entry concept.

2.3 STREETScape PLAN

Gateway incorporates a Spine Road that will function as the main thoroughfare throughout the community. The right of way includes a landscape element on each side and a meandering pedestrian path along with street trees, shrub masses, and rock mulch. Please refer to Exhibits 5, 6, 7, 8, 9 and 10 for plan and section view of the various Spine Road widths. For a conceptual illustration of the Spine Road system walls please refer to Exhibit 23 in Section 6.

2.4 HIGHWAY 160 FRONTAGE TRAIL

Gateway features a unique trail system on each side of State Route 160. The highway frontage trail is intended to allow pedestrian mobility throughout the community and the buffer areas between the road and residential neighborhoods. The trail is part of a system that will promote a walkable community and access from residential developments and parks. Please refer to Exhibit 11.

2.5 TRAIL HEAD AND THE CARPENTER CANYON MULTI-USE TRAIL

The Gateway Master Plan will provide a trail head to link the Plan to a future multi-use trail system being planned by the U.S. Forest Service (USFS) for the Carpenter Canyon area (part of the USFS's Westside Master Plan). The future Carpenter Canyon trail system will extend a connector south linking the Gateway Master Plan trail head to the U.S. Forest Service's system. See Exhibit 2 for approximate location of these proposed facilities.

2.6 PARKS

Gateway features an interconnected trail system that links residential neighborhoods to all of the parks in the community. The parks are envisioned to become the focus of community life within Gateway, where children play, parents gather, and families come together on weekends. The parks are significant components of the master plan, both visually and functionally. Please refer to Exhibits 12, 13, 14 and 15 for conceptual illustrations of features within the parks.

2.7 LANDSCAPE THEME

The landscape concept for Gateway reinforces the overall community theme through the use of more rustic materials for elements such as walls and fencing. Landscaping will emphasize drought-tolerant plants and water conservation.

2.8 LAND USE

The purpose of this section is to identify the land use categories used in the Gateway Master Plan and the uses permitted within these categories.

Upon approval of the Gateway plan, requests for land uses shall be consistent with the planned land uses shown on Exhibit 2.

2.9 PLANNED LAND USE

The land uses planned for Gateway are shown in Table 1 below.

Table 1 – Land Use Summary

Land Use	Max DU/AC	Total Acres	Max Units
Multi-Family Residential	18	117	2,106
Single-Family Residential	6	632	3,792
Total (Residential)		749	5,898
General Commercial	--	34	--
Parks, Trails, Paseo and other Open Space	--	34	--
Water, Wastewater Facilities	--	48	--
Roads		35	
Totals		900	5,898

2.10 LAND USE DESIGNATIONS

Gateway will be comprised of the land use designations listed below:

- (1) Multi-Family Residential (up to 18 du/ac);
- (2) Single-Family Residential (up to 6 du/ac);
- (3) General Commercial;
- (4) Parks, Public Facility and Open Space

Notes:

- 1) All residential land use categories described herein are cumulative. Each higher density residential category permits all land uses of the lower density residential categories below it. Specific densities shown on Exhibit 2 may vary in exact location, so long as the overall community meets the overall densities, goals and objectives of the Gateway Design Guidelines.
- 2) Assembly Uses and private schools are permitted in all residential land use categories described below with approval of a Conditional Use Permit by Nye County.
- 3) Water and wastewater facilities are permitted uses in all land use categories listed below.

2.10.1 MULTI-FAMILY RESIDENTIAL

The Multi-Family Residential category provides for the development of up to 18 dwelling units per gross acre. Product types include, but are not limited to, a higher density variety of multi-family units such as condominiums, townhomes, and apartment projects (See Section 3.2.1). This land category also allows for higher density attached and detached single-family product types, including, but not limited to, duplexes, compact lots, townhomes, and cluster developments (See Section 3.2.2).. Buildings in this category will not exceed five stories.

In addition, this category also allows senior housing and related facilities for senior care including independent living, assisted living, congr gate care, convalescent care, and skilled nursing uses.

2.10.2 SINGLE FAMILY RESIDENTIAL

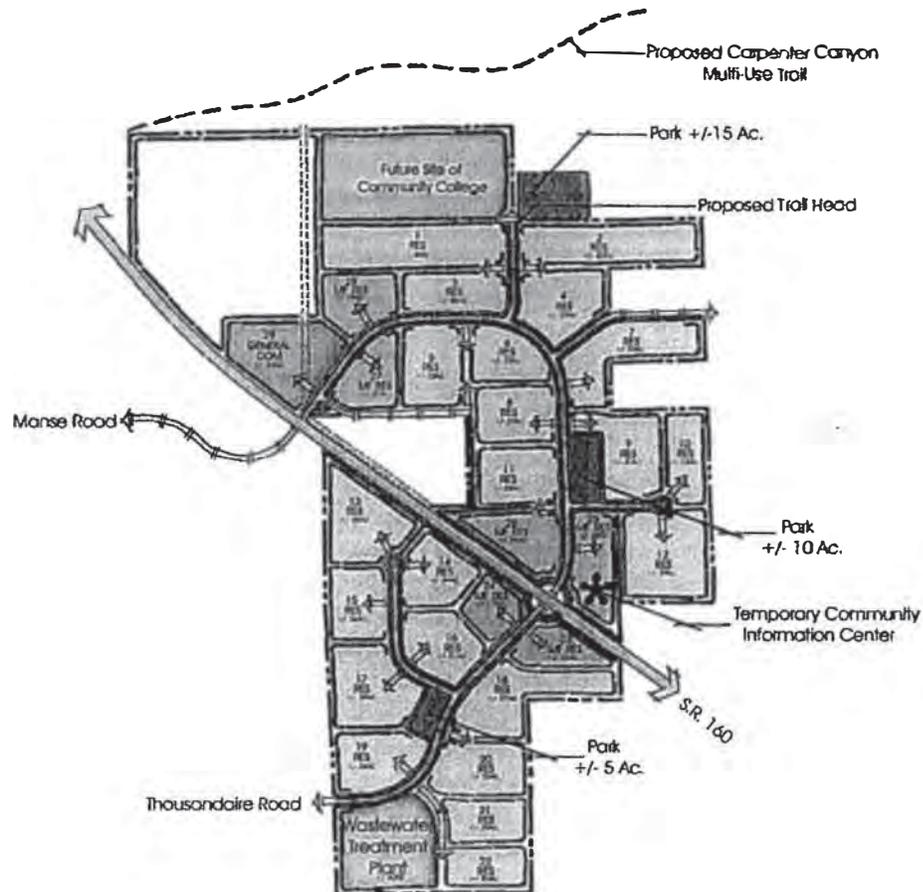
The Single Family Residential category provides for the development of up to 6 dwelling units per gross acre. This land use category allows for medium and lower density detached or attached single-family product types. Buildings in this category will not exceed three stories in height. Allowable uses also include residential daycare up to six children.

2.10.3 GENERAL COMMERCIAL

Buildings and uses in the General Commercial land use category will be in conformance with the provisions of Nye County Code Section 17.04.320

2.11 PARKS, PUBLIC FACILITY AND OPEN SPACE

The Parks, Public Facility and Open Space category designates areas where the primary land uses are public and quasi-public services and facilities. These uses are generally affiliated with infrastructure, government, religious and educational facilities. Examples include: parks, ball fields, courts, schools, libraries, museums, zoos, churches, police and fire stations, rights-of-way, water and wastewater facilities and related uses.



SITE SUMMARY

Focus Property:	± 900 Acres
Single Family:	± 631 Acres
Multi-Family Residential:	± 123 Acres
General Commercial:	± 34 Acres
Parks / Open Space:	± 29 Acres
R.O.W.:	± 35 Acres
Wastewater Treatment:	± 40 Acres

***Approximately 8 acres of total acreage will be used for water facilities. Specific location to be determined.



N

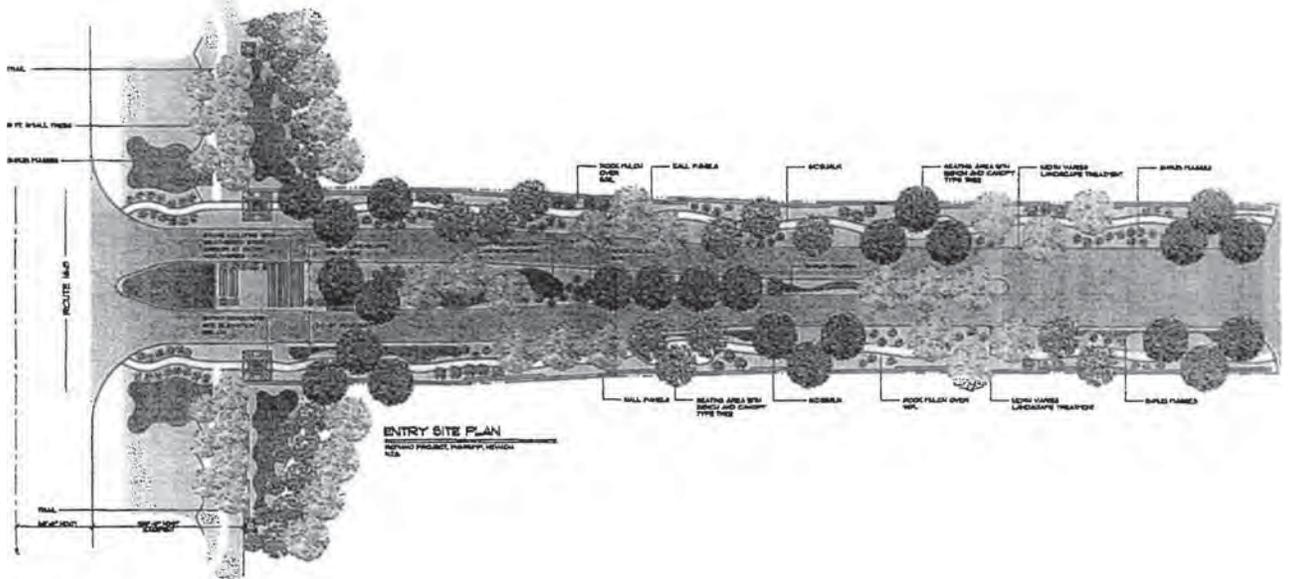
**Conceptual Master Plan
Pahump Planned Community
Pahump, Nevada**

This drawing is for conceptual planning purposes only. Refer to engineering plans for exact dimensions and locations (including ROWs, Easements, PL, etc.)

Focus Commercial Group
KTGY No. 2003-0250

KTGY GROUP
July 17, 2006

678833



Conceptual
For Illustrative Purposes Only

Gateway

Design Guidelines
August 14, 2006

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Section 2

COMMUNITY THEME



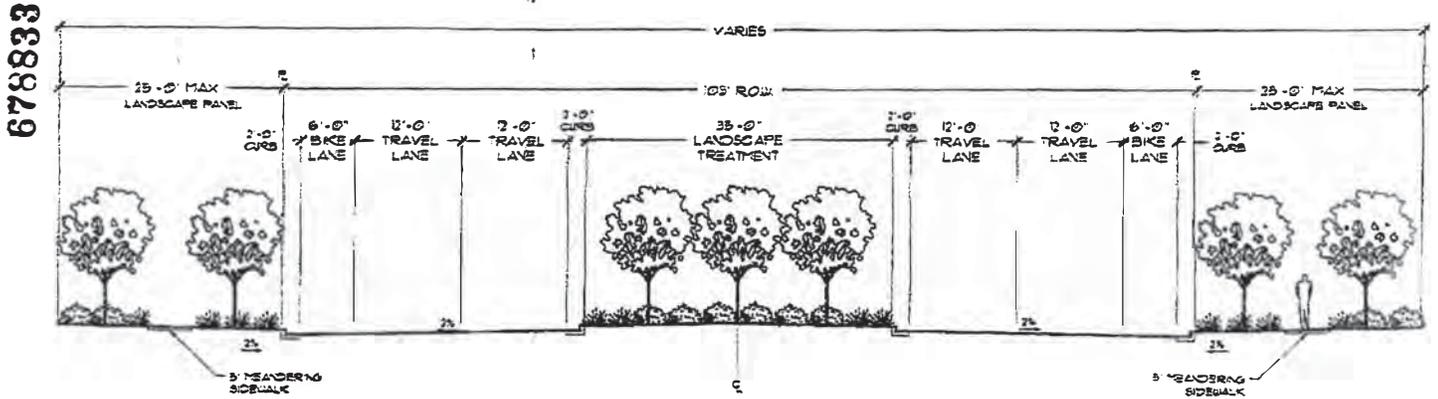
ENTRY ELEVATION
ATA

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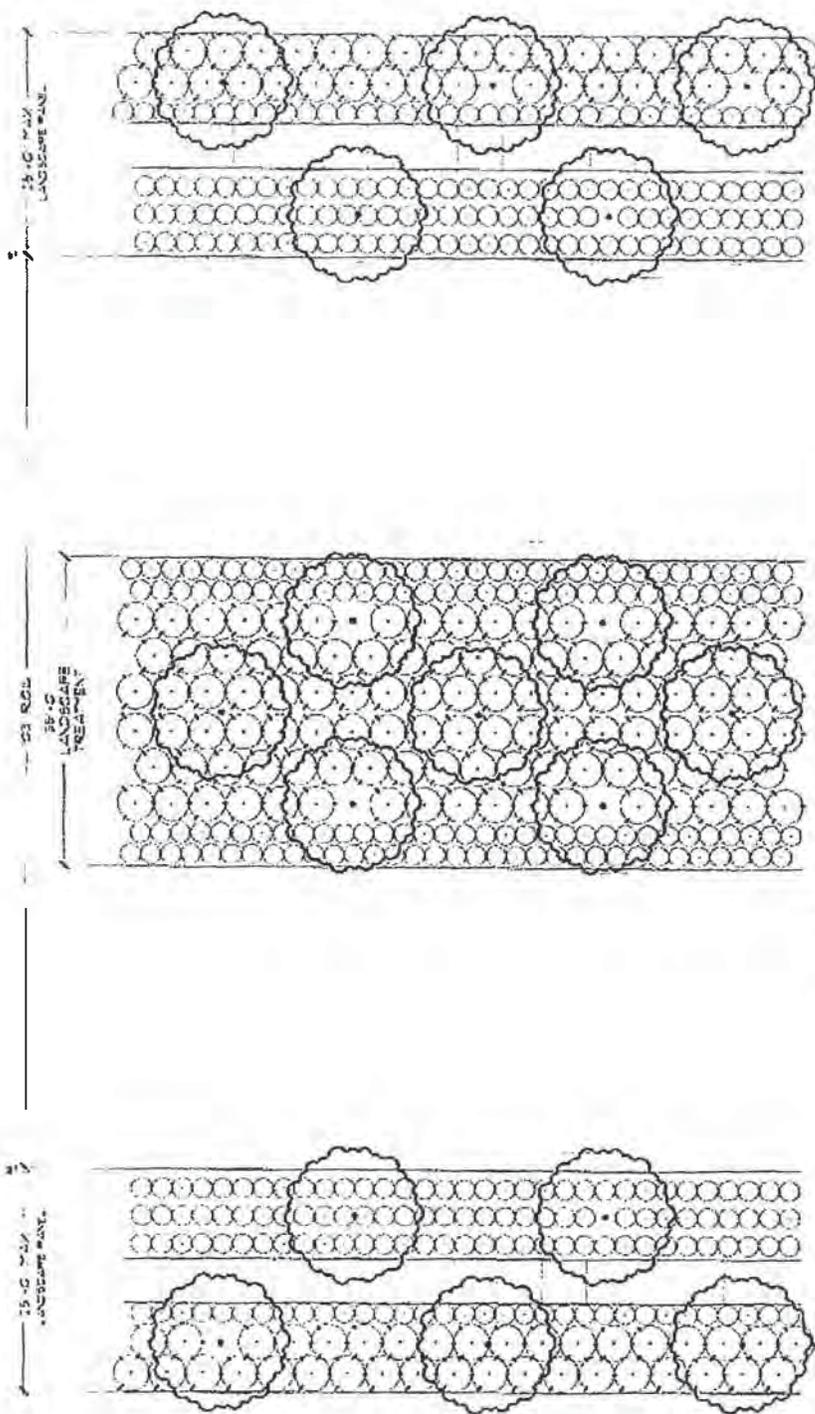
Exhibit 4
COMMUNITY ENTRY CONCEPT ELEVATION



103' R.O.W. TYPICAL SECTION @ ENTRANCE

Conceptual
For Illustrative Purposes Only





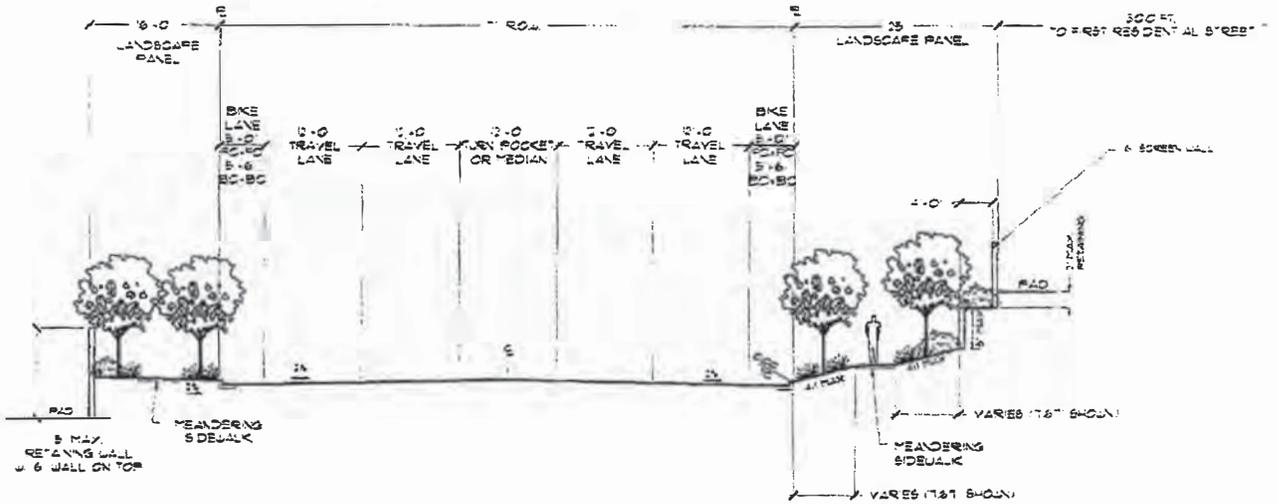
103' R.O.W. TYPICAL PLAN VIEW @ ENTRANCE

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For Illustrative Purposes Only

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Section 2

COMMUNITY THEME



71' R.O.W. TYPICAL SECTION

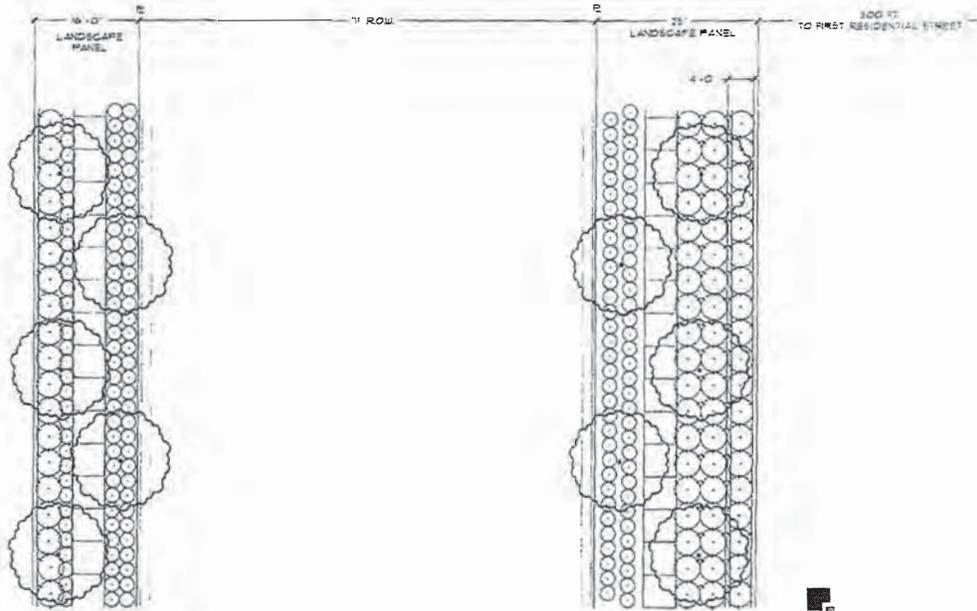
Conceptual
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Gateway

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Exhibit 7
71' SPINE ROAD SECTION



71' R.O.W. TYPICAL PLAN VIEW

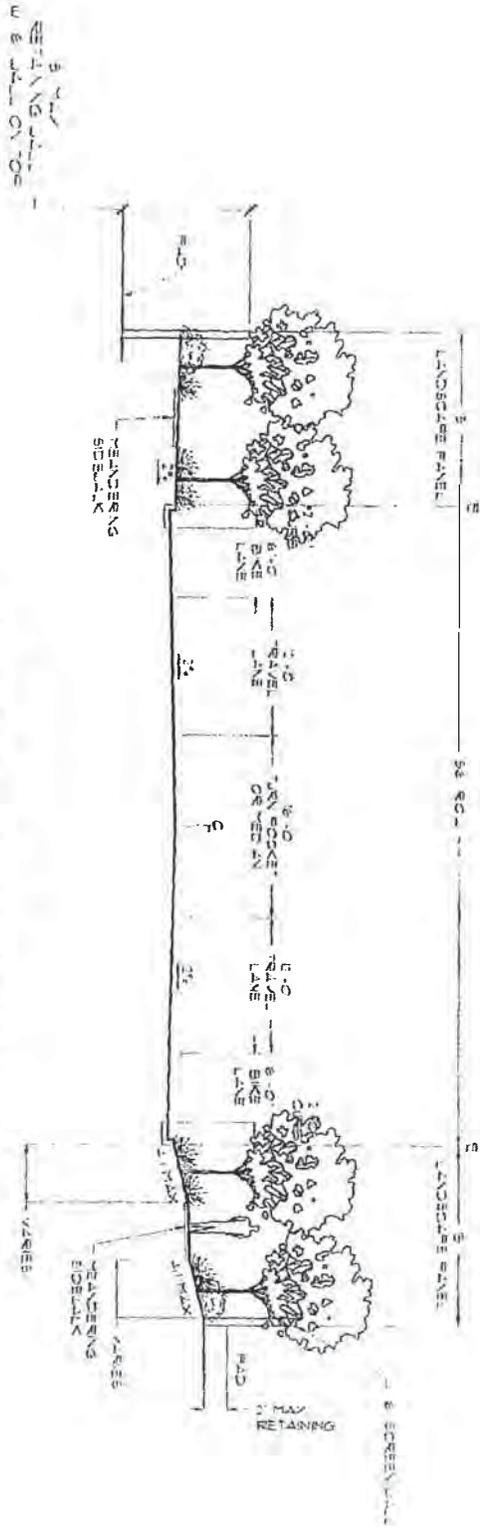
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Gateway

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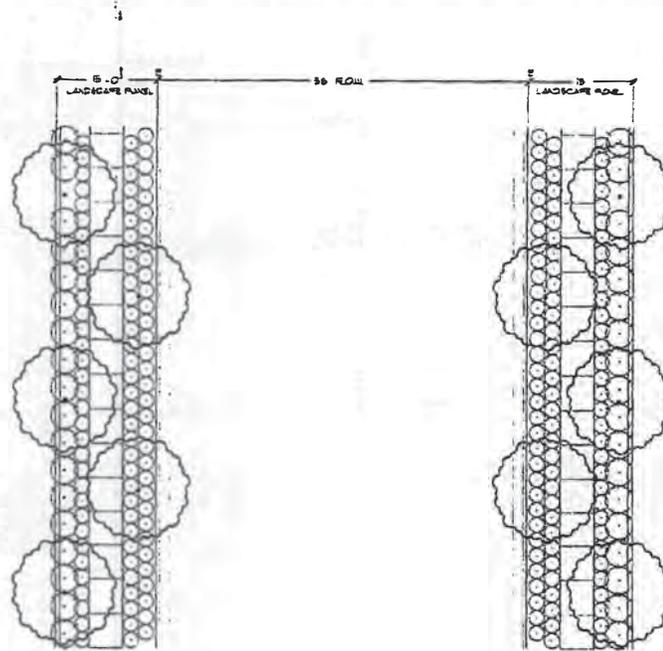
56' R.O.W. TYPICAL SECTION

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For Illustrative Purposes Only



FOCUS
Landscaping

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Conceptual
For Illustrative Purposes Only

56' R.O.W. TYPICAL PLAN VIEW



Gateway

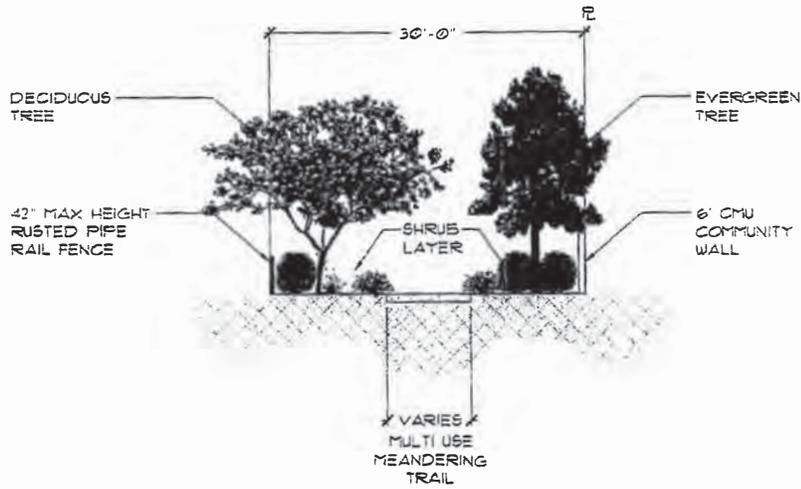
Design Guidelines
August 14, 2006

Exhibit 10
56' SPINE ROAD PLAN

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Section 2

COMMUNITY THEME



HWY 160 FRONTAGE TRAIL SECTION

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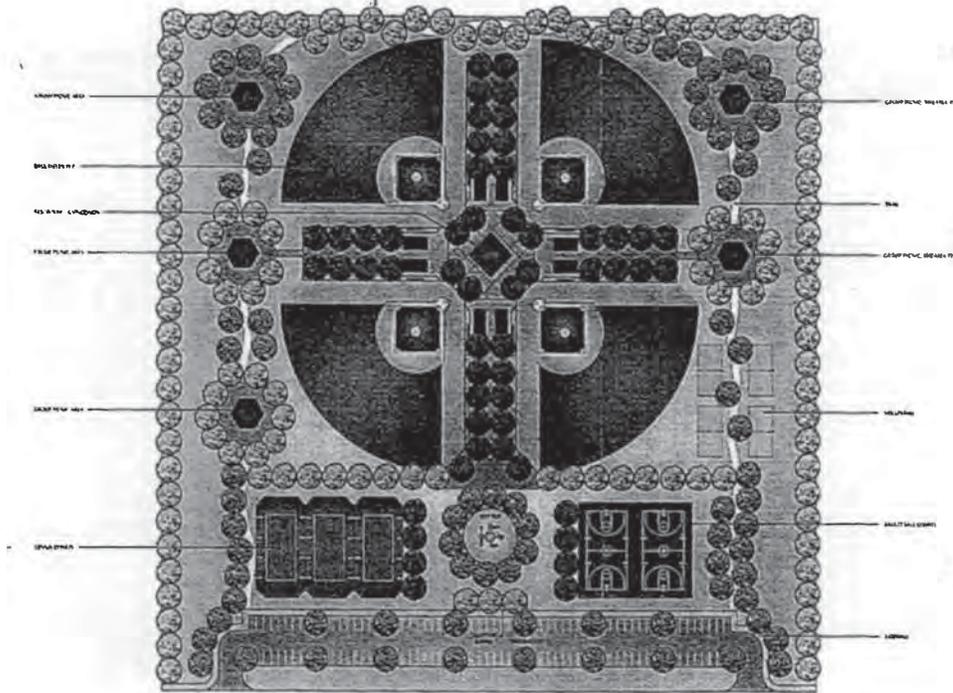
Gateway

Design Guidelines
August 14, 2006

Exhibit 11
HIGHWAY 160 FRONTAGE TRAIL SECTION

2-16

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CONCEPTUAL PARK USE PLAN-15 ACRE (+/-) 'A'

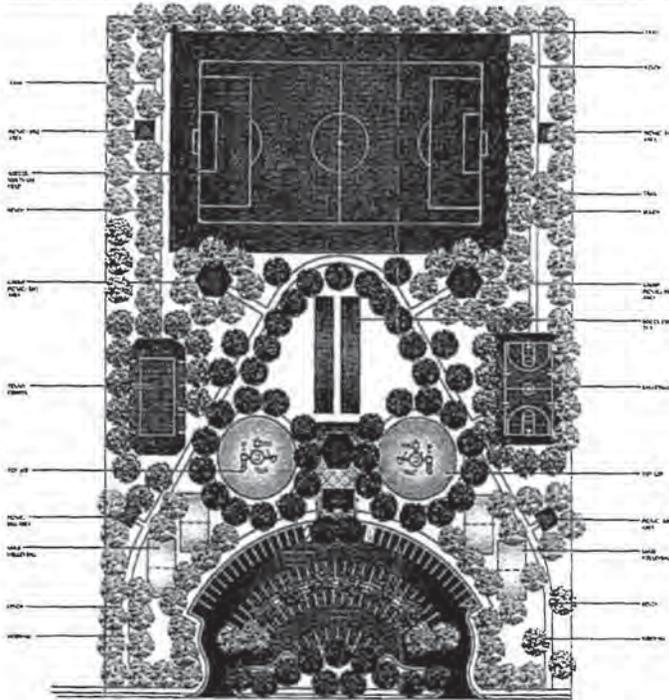
Conceptual
For Illustrative Purposes Only

Gateway

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August 14, 2006

Exhibit 12
CONCEPTUAL PARK A

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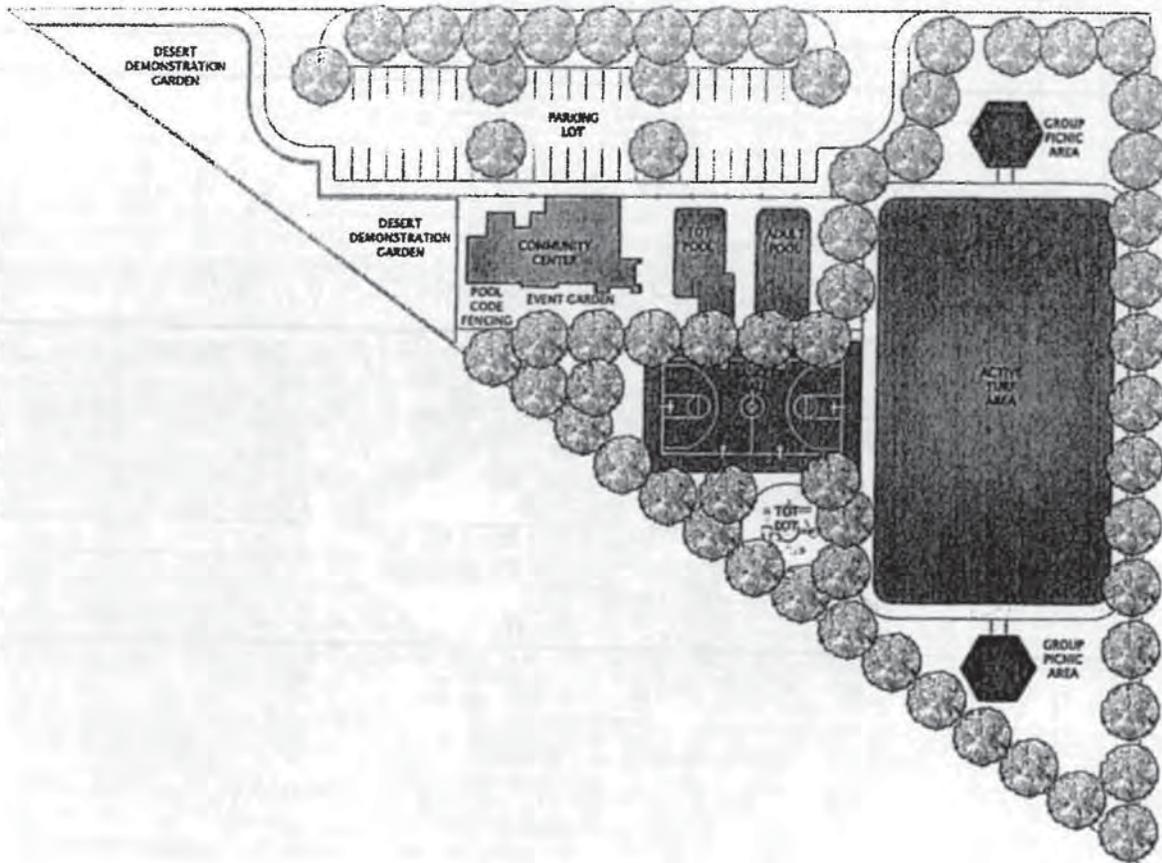
CONCEPTUAL PARK USE PLAN 8 ACRES (+/-) 'B'

Conceptual
For Illustrative Purposes Only

Exhibit 13
CONCEPTUAL PARK B

Gateway

Design Guidelines
August 14, 2008



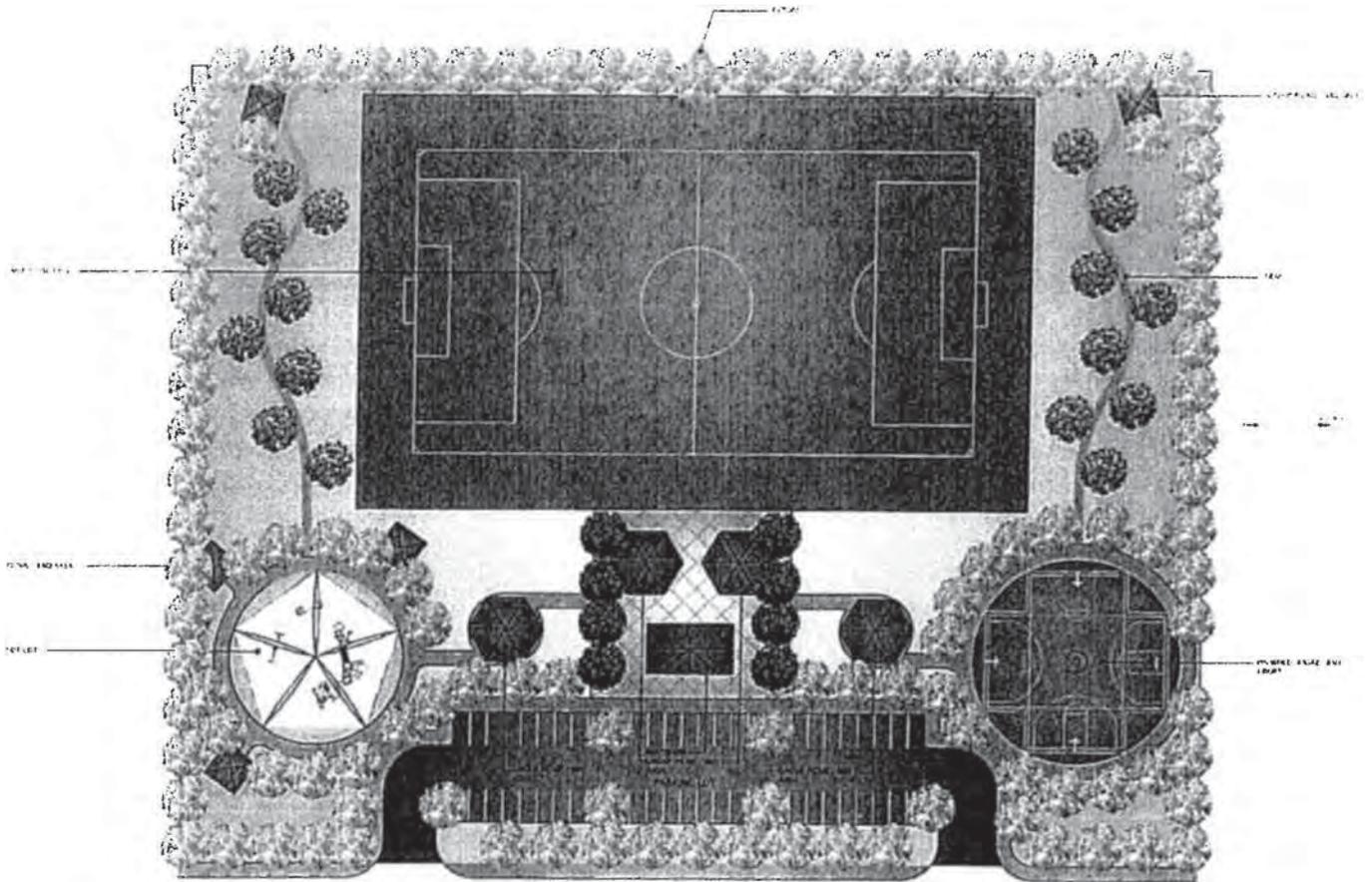
CONCEPTUAL COMMUNITY
INFORMATION CENTER 'C'

Gateway

Conceptual
For Illustrative Purposes Only

Exhibit 14

CONCEPTUAL COMMUNITY
INFORMATION CENTER AND PARK C



CONCEPTUAL PARK-5 ACRES (+/-)'D'

5.1A

SECTION 3**SITE PLANNING GUIDELINES**

3.1 SUBDIVISION DESIGN CONCEPTS**3.1.1 PARCEL ENTRIES**

The arrival experience into each neighborhood will reinforce the overall community theme of Gateway. Architectural and landscape elements found throughout the community, including thematic garden structures and soft groves of trees, will be incorporated into the neighborhood entry experience. This will provide a seamless transition between the overall community and individual neighborhoods.

The Master Developer will identify the location of at least one parcel entry into each parcel. Subdivision plans will generally incorporate this point of access. Additional points of access that do not impede the overall efficiency of master planned roadways may be possible, but require specific approval from the Master Developer. In some cases, the builder may be required to coordinate parcel entries or interconnections with an adjacent parcel.

3.1.2 STREET LAYOUT

On parcels that are adjacent to parks or perimeter landscaped areas with pedestrian pathways pedestrian access must be provided along each parcel edge having such adjacency.

Also, a minimum of one pedestrian way or view cul-de-sac per pod frontage must be provided along the Spine Road. Please refer to Exhibit 16 for a depiction of each concept.

3.1.3 COMMON OPEN SPACE

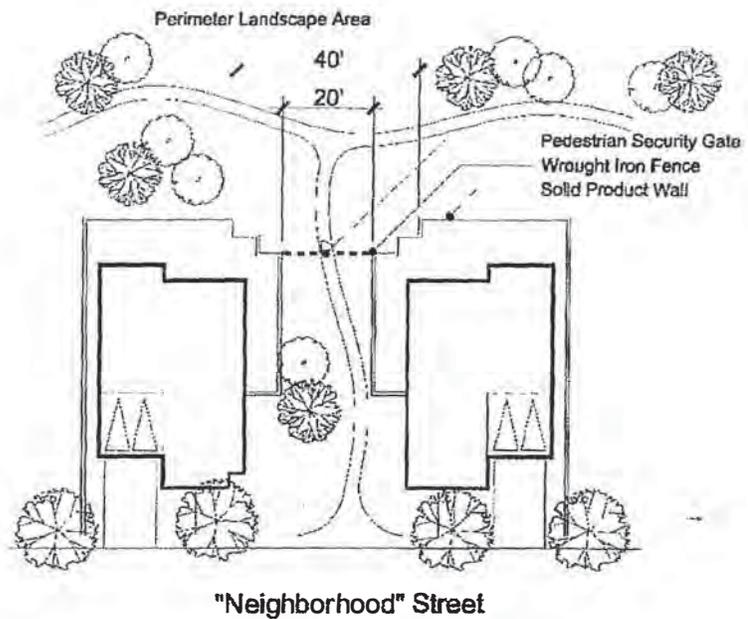
Multi-Family Residential neighborhoods require the provision of common open space as described in the Development Standards criteria, Section 3.2.1.

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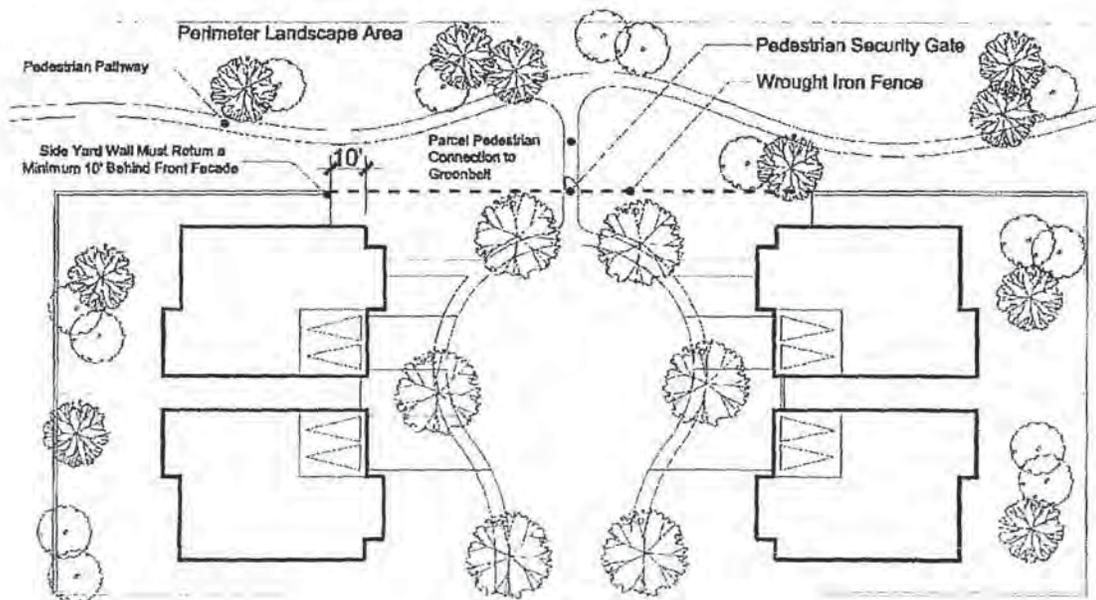
PEDESTRIAN CONNECTIONS

On parcels that are adjacent to parks or perimeter landscaped areas with pedestrian pathways pedestrian access must be provided along each parcel edge having such adjacency.

Also, a minimum of one pedestrian way or view cul-de-sac per pod frontage must be provided along the Spine Road.



A. PEDESTRIAN WAY



B. VIEW CUL-DE-SAC

3.2 DEVELOPMENT STANDARDS AND SETBACK CRITERIA

3.2.1 MULTI-FAMILY RESIDENTIAL UP TO 18 DU/AC

The following development standards replace the Nye County Zoning ordinance for development of Multi-Family Residential neighborhoods within Gateway. Any development standard or issue, excepting lot size, width and depth, not specifically covered by the provisions contained below shall be subject to the provisions of the most similar section within Nye County's code.

Criteria	UP TO 18 DU/AC
All setbacks are measured from back of curb unless otherwise noted	
MINIMUM SETBACKS	
PRINCIPAL BUILDINGS AND ACCESSORY STRUCTURES FROM ADJACENT PARCEL PL	
• Single Story Element	10'
• Two Story Element	20'
• Three Story Element	30'
• Four Story Element	40'
• Five Story Element	50'
PRINCIPAL BUILDINGS AND ACCESSORY STRUCTURES ADJACENT TO STREET R.O.W. AT PARCEL PERIMETER	
• Single Story Element	10'
• Two Story Element	20'
• Three Story Element	30'
• Four Story Element	40'
• Five Story Element	50'
PRINCIPAL BUILDINGS AND ACCESSORY STRUCTURES ADJACENT TO PARK, OPEN SPACE,	
• Single Story Element	10'
• Two Story Element	10'
• Three Story Element	10'
• Four Story Element	10'
LIVING AREA FROM PRIVATE STREET OR PARKING	10' from back of sidewalk or curb if there is no sidewalk.
PORCH OR BALCONY	5' from sidewalk or curb
GARAGE FACE SETBACK FROM PRIVATE STREET	3' – 8' or 18'+ from back of sidewalk or curb if there is no sidewalk

Section 3

SITE PLANNING GUIDELINES

Criteria	Up To 18 DU/AC
BUILDING LOT COVERAGE	Max 65%
BUILDING SEPARATION	
BALCONY TO BALCONY	30'
BALCONY TO NON-BALCONY	20'
NON-BALCONY TO NON-BALCONY	15'
BETWEEN MAIN BLDG. & ACC. STRUCTURE	10'
MAXIMUM BUILDING HEIGHT	
PRINCIPAL BUILDINGS AND ACCESSORY STRUCTURES	60' Subject to setback criteria above
MINIMUM OPEN SPACE	
COMMON OPEN SPACE	10,000 Sq. Ft. minimum plus 50 Sq. Ft. per unit for each unit in excess of 100. The common usable space must have a minimum dimension of 20'.

3.2.2 SMALL LOT RESIDENTIAL ATTACHED – UP TO 11 DU/AC

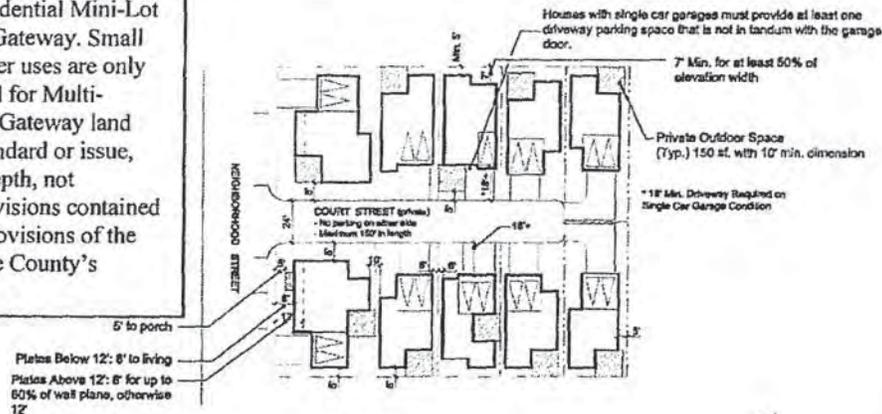
The following development standards replace the Nye County Zoning ordinance for development of Small Lot Residential Attached neighborhoods within Gateway. Small Lot Residential Attached uses are only permitted with areas designated for Multi-Family Residential Uses in the Gateway land use plan. Any development standard or issue, excepting lot size, width and depth, not specifically covered by the provisions contained below shall be subject to the provisions of the most similar section within Nye County's Municipal code.¹

Criteria	UP TO 11 DU/AC
MINIMUM SETBACKS	
(All setbacks measured from property line unless otherwise noted.)	
FRONT	
<ul style="list-style-type: none"> • Single Story Element • Two Story Element • Three Story Element 	8' to living; 5' to porch 8' for up to a maximum of 60% of the width of the elevation, otherwise 10' 5' min. offset from 2 nd floor
FRONT ENTRY GARAGE	5'-8' or 20'+
REAR ENTRY GARAGE (ALLEY LOADED)	5'-8' or 20'+
TURN-IN GARAGE	10'
SIDE	
<ul style="list-style-type: none"> • Interior Lots • Perimeter Lots (Siding to any community level roadway or open space) 	5' 5' for single story element with no gable end, or 10' for two story element or single story element with a gable end
CORNER SIDE	
<ul style="list-style-type: none"> • Single Story Element • Two-Story Element • Three Story Element 	10' 10' 15'
REAR	
<ul style="list-style-type: none"> • Interior Lots • Perimeter Lots (Backing to any community level roadway or open space) 	10', except that 5' allowed for Up to 50% of the width of the elevation 10', except that no more than two adjacent buildings may have the same rear setback; otherwise an additional offset of at least 5' is required
REAR PATIO COVERS	10'
2 nd STORY DECK (OPEN OR COVERED)	10'
MAXIMUM BUILDING HEIGHT	
MAIN STRUCTURE	40' (3 Stories Max.)

Gateway

3.2.3 SMALL LOT RESIDENTIAL (MINI-LOT CLUSTER) UP TO 11 DU/AC

The following development standards replace the Nye County Zoning ordinance for development of Small Lot Residential Mini-Lot Cluster neighborhoods within Gateway. Small Lot Residential Mini-Lot Cluster uses are only permitted with areas designated for Multi-Family Residential Uses in the Gateway land use plan. Any development standard or issue, excepting lot size, width and depth, not specifically covered by the provisions contained below shall be subject to the provisions of the most similar section within Nye County's Municipal code.



MINIMUM DEVELOPMENT STANDARDS (CLUSTER HOUSING) ^{1 & 5}

BUILDING SETBACK (All setbacks measured from back of curb unless otherwise noted.)	
• Neighborhood Street	Plates Below 12': 8' Setback to living; 5' to porch Plates Above 12': 8' Setback for up to 60% of the wall plane; otherwise 12'.
• Court Street	3' to Living Area, Porch, Courtyard/Patio Gate
• Side Property Line	Within Cluster 5' Perimeter of Cluster 5'
• Rear Property Line	7' min. for at least 50% of the elevation width, otherwise 4'
• Parcel Property Line	10'
GARAGE FACE SETBACK	
• From Neighborhood Street	1 or 2 car garages 20'+
• From Court Street	1-car garages 20'+ 2-car garages 5'-8' or 20'+
PATIO COVER SETBACK	4'
REAR 2ND STORY BALCONY SETBACK	7'
BUILDING HEIGHT^{2,3}	40' (3 Stories Max.)
BUILDING LOT COVERAGE	65%
PRIVATE YARD SPACE⁴	150 Sq. Ft. with 10' Minimum Dimension (May be located in front, side or rear of residence)
COMMON OPEN SPACE	10,000 Sq. Ft. minimum + 50 Sq. Ft. per unit for each unit in excess of 100 within the subdivision. Common usable space must have a minimum dimension of 20' x 20'
COURT STREET WIDTH	24' Minimum (Maximum 150' in length with no parking on either side)
PARKING	Resident 2 Spaces / Unit - covered Visitor 0.2 Spaces / Unit
USE EASEMENT CRITERIA (IF APPLICABLE)	Dedicated 3' (Min.) width from one lot to adjacent lot where applicable. Lot dedicating use easement shall not have doors or primary windows facing the use easement.

1. Maximum of ten units per cluster, of which only 8 units may have a driveway on the court street.

Section 3

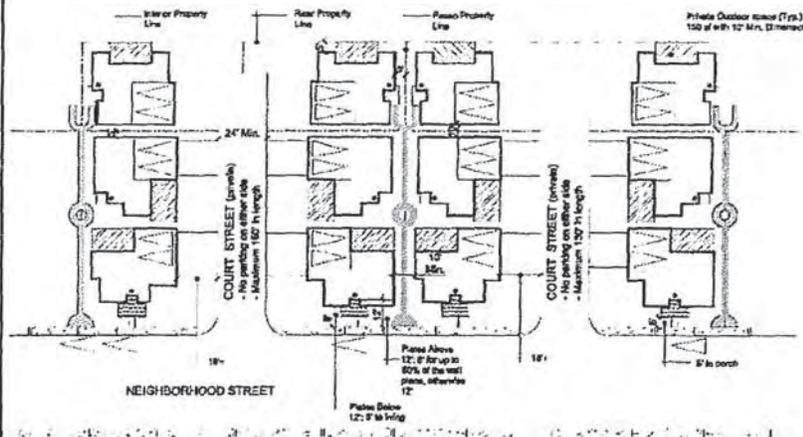
SITE PLANNING GUIDELINES

2. Third-story elements, when provided, must be offset a minimum of 5' from second floors on front and rear elevations. On side elevations, three story wall planes shall not exceed 60% of the elevation width.
 3. Footprint of 3rd story element is limited to 60% of the 2nd floor footprint.
 4. Private yard space may be in front, side, rear or interior to dwelling unit, provided such space is at least 75% open to the sky.
 5. See additional Footnotes listed in Section 3.2.7.
- Note: Diagram is conceptual only. Final building footprints and layout will vary.

Section 3

3.2.4 SMALL LOT RESIDENTIAL (MINI-LOT COURT) UP TO 11 DU/AC

The following development standards replace the Nye County Zoning ordinance for development of Small Lot Residential Mini-Lot Court neighborhoods within Gateway. Small Lot Residential Mini-Lot Court uses are only permitted with areas designated for Multi-Family Residential Uses in the Gateway land use plan. Any development standard or issue, excepting lot size, width and depth, not specifically covered by the provisions contained below shall be subject to the provisions of the most similar section within Nye County's Municipal code.



MINIMUM DEVELOPMENT STANDARDS^{1 & 5}

BUILDING SETBACKS:

(All setbacks measured from back of curb unless otherwise noted.)

• From Neighborhood Street	Plates below 12': 8' setback to living; 5' to porch Plates above 12': 8' setback for up to 60% of the wall plane; otherwise 12'
• From Court Street	3' min. to living area, porch, courtyard/patio gate
• From Interior Property Line	5'
• From Rear Property Line	5'
• From Paseo Property Line	5'
• From Parcel Property Line	10'
GARAGE FACE SETBACK	
• From Neighborhood Street	20'+
• From Court Street	5' – 8' or 20'+ to garage face
PATIO COVER SETBACK	4'
REAR 2ND STORY BALCONY SETBACK	7'
BUILDING HEIGHT^{2,3}	40' (3 Stories Max.)
BUILDING LOT COVERAGE	65%
PRIVATE OUTDOOR SPACE⁴	150 Sq. Ft with 10' minimum dimension (May be located in front, side or rear of residence)
COURT STREET WIDTH	24' Minimum (Maximum 150' in length with no parking on either side.)
PARKING	Resident 2 Spaces / Unit - covered Visitor 0.2 Spaces / Unit
COMMON OPEN SPACE	5,000 Sq. Ft. minimum + 50 Sq. Ft. per unit for each unit in excess of 100 within the subdivision. Common usable space must have a minimum dimension of 20' x 20'