
EXHIBIT A

LINCOLN COUNTY COMMISSIONERS

SPECIAL USE PERMIT

Approved by Lincoln County Planning Commission 4-28-2003

Approved by Lincoln County Commission 5-19-2003
Permit No. # 2003-5-2

Application was made by BedRoc Limited LLC, of Las Vegas, Nevada for the establishment of a solid waste disposal center on their property near the county line.

The affected parcels are 08-201-12 & 13.

A letter indicating the intent of BedRoc to pursue a Class 1 land fill has been submitted to the county. At the time the license is approved BedRoc will come back to the county and negotiate terms and conditions of operation, a use or tipping fee, proof of bonding, posting of an inspection bond, and annual or semi-annual review and report of progress. Failure to achieve the licensing through the state of Nevada nullifies this Special Use Permit.

This Special Use Permit is approved by the County Commissioners this 19th day of May, 2003.

Chairman

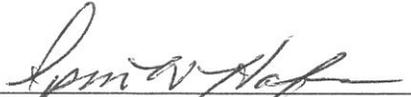

Spencer W. Hafen

EXHIBIT B

BedRoc, Inc.,
a member of
BedRoc Limited, LLC
3529 Clayton Street
North Las Vegas NV 89030
(702) 647-1162

May 19, 2003

Re: BedRoc, Inc., Special Land Use Permit

Commissioner Spencer Hafen,
Chairman, Lincoln County Commission
P.O. Box 685
Pioche, Nevada 89043

Dear Commissioner Hafen:

Subject; **Letter of Intent** for Special Use permit

In accordance with the request of the Lincoln County Commission in session on May 19, 2003, pertaining to the approval of the application of BedRoc Inc., for a Special Use permit allowing a Class I landfill at the BedRoc Inc., property at Coyote Springs and US Hwy. 93, please accept the following as a **LETTER OF INTENT** on the part of BedRoc Inc.

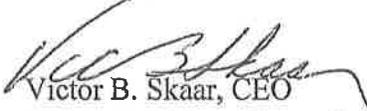
1. Upon the granting of a permit by the State of Nevada of a Class I Permit, BedRoc Inc., will negotiate with Lincoln County a fee to be paid to Lincoln County for materials placed in said landfill. Such fee will be calculated per industry standards on a weight or volume measurement.
2. BedRoc Inc., will comply with bonding requirements imposed with the granting of a Class I permit as specified by the State of Nevada.
3. BedRoc Inc., shall provide periodic informational reviews for the County Commission or the Planning Commission as deemed necessary. It is suggested that annual reviews be the longest interval between presentations.
4. BedRoc Inc., confirms that the Special Use Permit granted by the Lincoln County Commission on May 19, 2003 is for the purpose of allowing BedRoc Inc., to apply to the State of Nevada for a Class I Landfill Permit for this land, and that if the Class I Permit is ultimately not issued by the State of Nevada, that the Special Use Permit granted by the Lincoln County Commission will be of no effect and will not run with the land.

5. BedRoc Inc., will file necessary parcel maps and or deeds to clarify any question of ownership of the land, and to comply with all requirements in effect as of May 19, 2003, imposed by state and county laws for land divisions and parceling.

It is our understanding that the acceptance of this **LETTER OF INTENT** by you that the issuance of the Special Use Permit will proceed and that you, as the chairman, will sign the permit and cause it to be delivered to BedRoc Inc., with copies to: Gregory J. Barlow, Esq., LTD, P.O. Box 98, Caliente NV 89008, and VIC, Inc., Valued Integrated Concepts, 6130 Eisner Drive, Las Vegas NV 89131-2303. We look forward to establishing a strong relationship of mutual benefit with Lincoln County, which results in the ultimate benefit to the residents of Lincoln County.

We welcome the challenge your decision presents.

Sincerely yours,



Victor B. Skaar, CEO
VIC, Inc., Valued Integrated Concepts
6130 Eisner Drive
Las Vegas NV 89131-2303
(702) 645-9108

AGENT FOR: BedRoc, Inc.

CC: Patricia Richards, Vice President BedRoc Inc.
Gregory J. Barlow, Esq.,

EXHIBIT C

Title 17

DEVELOPMENT CODE

Chapters:

DIVISION I. GENERAL PROVISIONS

- 17.02 Introductory Provisions
- 17.04 Definitions

DIVISION II. ZONING

- 17.06 General Provisions
- 17.08 Zoning Maps
- 17.10 Zoning Districts
- 17.12 Use and Development Standards
- 17.14 Off-Street Parking Requirements
- 17.16 Special Use Permits
- 17.18 Variances
- 17.20 Changes in District Boundaries and Classifications
- 17.22 Enforcement and Penalties

DIVISION IV. SPECIAL DEVELOPMENT REGULATIONS

- 17.42 Resource Development Activities
- 17.46 Mobile Home Parks
- 17.48 Mobile Home Subdivisions
- 17.50 Historic District and Structures

DIVISION VI. ADMINISTRATION

- 17.60 Planning Commission
- 17.62 Board of Adjustment

DIVISION VII. UNINCORPORATED AREAS
(RESERVED)

DIVISION I. GENERAL PROVISIONS

Chapter 17.02

INTRODUCTORY PROVISIONS

Sections:

ARTICLE I. GENERAL

- 17.02.010 Title.
- 17.02.020 Purpose.

ARTICLE II. ORGANIZATION AND USE OF CODE

- 17.02.030 General.
- 17.02.040 Types of applications.
- 17.02.050 Review procedure.
- 17.02.060 Authority.
- 17.02.070 Scope and interpretation.
- 17.02.080 Separability.

ARTICLE I. GENERAL

17.02.010 Title. The title of this code shall be the "Lincoln County Development Code." (Ord. 1983-18 §1-1, 1983).

17.02.020 Purpose. A. The provisions of this code are intended to regulate the use of land and the division of same into separate interests for the purpose of protecting the public health, safety, convenience and general welfare of the residents of the county. The code is adopted in accordance with and in order to further the implementation of the county master plan and such other plans, policies, and studies designed to promote the orderly growth of the county and its communities.

B. Among other purposes, this code is specifically adopted to preserve air and water quality; conserve open space and agricultural resources; protect natural and scenic resources from unreasonable impairment; provide for

shall take such action thereon as it deems warranted under the circumstances and shall announce and record its action by formal resolution and such resolution shall recite the findings of the planning commission upon which it bases its decision.

B. The decision of the planning commission in the legislative matter of granting, granting with conditions, or denying special use permits or variances shall be advisory only to the board of county commissioners. (Ord. 1990-5 §21.5, 1990)

17.18.070 Decision by board of county commissioners.

A. The board of county commissioners, after receipt of the report and recommendation from the planning commission, shall consider the report and recommendation and shall make such a decision thereon as it deems warranted, or if deemed necessary, the board of county commissioners may hold a public hearing, as specified above, before any decision is made.

B. The board of county commissioners, in granting a special use permit or variance, may establish conditions under which the lot or parcel of land may be used, or a building or structure is constructed or altered, or make requirements as to architecture, height of building or structure, open spaces, parking areas or vehicle storage and conditions of operation of any enterprise, or may make any other conditions, requirements or safeguards that the commission may consider necessary to prevent damages or prejudice to adjacent properties or detriment to the county. (Ord. 1990-5 §21.6, 1990)

17.18.080 Final decision--Effective date. The decision of the board of county commissioners shall not become final and effective until seven days after the decision is entered in the minutes of the board of county commissioners. No permits shall be issued concerning the property in question until the decision becomes final. (Ord. 1990-5 §21.7, 1990)

17.18.090 Reapplication. No person, including the original applicant, shall reapply for a similar special use permit or variance on the same land, building or structure within a period of six months from the date of the final decision by the board of county commissioners of such previous application. (Ord. 1990-5 §21.9, 1990)

17.18.100 Permit--Expiration. Each special use permit or variance authorized under the provisions of this chapter which is not actually established or the actual construction commenced on the buildings or structures within six months from the date of the final decision is null and void. In the event some construction work is involved, it must

actually commence within the stated period and be diligently prosecuted to completion. A lapse of work for a period of three months will be sufficient to cause the invalidity of the permit; provided further, when any use of land, building, structure or premises established under the provisions of this chapter has been discontinued for a period of one year, it is unlawful to again use such land or building or premises for such discontinued use unless a subsequent special use permit or variance is authorized and issued therefor. (Ord. 1990-5 §21.8, 1990)

17.18.110 Permit--Extension. Extensions of time may be granted by the board of county commissioners, upon recommendation of the planning commission, if requested by the property owner of record not less than seven days prior to the expiration date of the date of the final decision. (Ord. 1990-5 §21.10, 1990)

Chapter 17.20

CHANGES IN DISTRICT BOUNDARIES AND CLASSIFICATIONS

Sections:

- 17.20.010 Authorization.
- 17.20.020 Initiation of changes--Amendments.
- 17.20.030 Fees.
- 17.20.040 Hearing--Notice.
- 17.20.050 Advisory action of planning commission.
- 17.20.060 Decision by county commission.
- 17.20.070 Decision--Effective date.
- 17.20.080 Reapplication.

17.20.010 Authorization. Boundaries of zone districts established by this division or the classification of property uses therein may be amended, reclassified or altered whenever public necessity, convenience and general welfare require, by the board of county commissioners after a report and recommendation by the planning commission as herein required. (Ord. 1990-5 §22.0, 1990)

17.20.020 Initiation of changes--Amendments. Amendments, supplements or changes may be initiated in the following manner, either by:

- A. The planning commission,
- B. The board of county commissioners,
- C. The petition of one or more property owners. The petition shall be in the form of an application for change of zone classification and shall be duly signed and acknowl-

EXHIBIT D

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FILED FOR RECORDING
AT THE REQUEST OF

Lincoln County Clerk

2005 JUN 30 PM 3 24

LINCOLN COUNTY RECORDER
FEE *No Fee* DEP *on*
LESLIE BOUCHER

**THE COYOTE SPRINGS
DEVELOPMENT AGREEMENT**

Between

THE COUNTY OF LINCOLN

And

**COYOTE SPRINGS INVESTMENT, LLC
A Nevada Limited Liability Company**

For

**Coyote Springs
Master Planned Community**

**ORIGINAL DEVELOPMENT AGREEMENT
FOR COYOTE SPRINGS**

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THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ^{16th} ~~20th~~ day of ^{June} ~~December~~, 2005~~2004~~ by and between the County of Lincoln, State of Nevada (herein referred to as the "County"), and Coyote Springs Investment LLC, a Nevada limited liability company (herein referred to as the "Owner"), the owner and lessee of the real property described on Exhibit A attached hereto and incorporated herein.

SECTION 1

DEFINITIONS

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

(a) "Agreement" this Agreement together with all addenda and exhibits incorporated by reference herein, all as now or hereafter amended.

(b) "Applicable Rules" means and refers to the following:

- (i) The Coyote Springs PUD Code;
- (ii) The Concurrent Approvals, if any;
- (iii) The Coyote Springs General Improvement District Regulations Manual;
- (iv) The Coyote Springs Fire District Regulations Manual;

(v) The Specific Code, Ordinances, Rules, Regulations and Official Policies of the County as adopted and in force on ~~December 20th, 2004~~ ^{June 16th, 2005}, except as modified by the Concurrent Approvals and this Agreement and as amended from time to time and set forth on Exhibit "B" shall be locked in for the Term of this Agreement, regarding planning; zoning; subdivisions; growth management; gaming enterprise districts; timing and phasing of development; permitted uses of the Subject Property; density; design and improvement standards; and specifications applicable to the Planned Community except as provided in Coyote Springs PUD Code, and excepting therefrom any fees or monetary payments prescribed by ordinance which are uniformly applied to all development and construction subject to County's jurisdiction, except as defined in Section 3.16 of this Agreement. Owner agrees to be subject to all such fees and monetary payments prescribed by ordinance as adopted or amended throughout the duration of this Agreement, except as defined in Section 3.16 of this Agreement, and

(vi) All applicable state and federal laws and regulations.

County agrees it will not adopt any ordinance, rule, regulation, policy or guideline that would have the effect of violating or abrogating any provision of this Agreement or evading or frustrating the clear intent of this Agreement.

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(c) "Best Efforts" means, in the case of any contingent obligation of County or Owner, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance; provided such term does not imply a legal obligation to take any specific action if:

(i) In the case of a County obligation, such action would, in the reasoned opinion of the County Commission be imprudent given competing public needs and projects, or;

(ii) In the case of an Owner obligation, such action would, in the reasoned opinion of the Owner, be commercially unreasonable. In either case, upon request, the responsible party shall give written notice to the other party that it has considered such contingent obligation and the reason for its decision not to perform.

(d) "Builder" means any person or entity that constructs final improvements (other than off-site improvements or infrastructure) with respect to a subdivision or parcel of the Subject Property.

(e) "Code" means the Coyote Springs Planned Unit Development Code (the "CSPUD Code"), including all rules, regulations, standards, criteria manuals and other references adopted therein.

(f) "County" means the County of Lincoln, State of Nevada, together with its successors and assigns.

(g) "County Commission" means the Board of County Commissioners of the County of Lincoln, State of Nevada.

(h) "County Master Plan" means the comprehensive plan adopted by the County Commission and all amendments thereto.

(i) "Coyote Springs Fire District" (also the "Fire District" or collectively the "Districts") means the general improvement district created pursuant to the ordinance adopted by the County for the purpose of providing fire protection and emergency medical services within the Coyote Springs Planned Community on lands lying within Lincoln County, Nevada as authorized under NRS Chapter 318.

(j) "Coyote Springs General Improvement District" (also the "District" or collectively the "Districts") means the general improvement district created pursuant to the ordinance adopted by the County for the public convenience and necessity of providing certain public services within the Coyote Springs Planned Community on lands lying within Lincoln County, Nevada as authorized under NRS Chapter 318.

(k) "CSPUD Code" means Lincoln County Code, Title 15, Coyote Springs Planned Unit Development Code, adopted by Ordinance No. 2004-04, which becomes effective on July 1, 2005, attached hereto as Exhibit C and incorporated herein.

(l) "Designated Builder" means a merchant homebuilder, apartment developer or other owner of real property within the Planned Community that is constructing any development subject to the residential construction tax if designated by Owner to County in writing.

(m) "Development Agreement Ordinance" means Ordinance No. 2004-02 effective July 1, 2004.

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(n) "Drainage Study" means a comprehensive drainage study prepared for a Tentative PUD Plan in a manner reasonably acceptable to the District that addresses specific impacts to the Community from flood events, and the need to construct those flood control facilities identified in the technical drainage study, which are necessary for the flood protection of the Planned Community or for mitigation of any downstream flood impacts caused by the development of the Planned Community.

(o) "Effective Date" means the date on which this Agreement, is approved by the County Commission and signed by both parties.

(p) "Final PUD Plan" means the final development plan for a phase of the Subject Property as required by and in accordance with the CSPUD Code and as more fully described in Chapter 5 of the CSPUD Code.

(q) "Flood Control Facility" means any facility or improvement as proposed in the any Drainage Study required by Owner and as approved by the District that must be constructed by Owner, Owner's successors or another entity associated with the Owner for the purposes of controlling flood events to downstream or areas adjacent to the facility or improvement within the Subject Property.

(r) "Flood Control Facility Impact Zone" means any area within a Tentative PUD Plan that is directly impacted by the construction of Flood Control Facilities required by any Drainage Study required by Owner and approved as a part of any Tentative PUD Plan submittal, and that specifically:

(i) Is located downstream and at a lower final elevation than that of said Flood Control Facility or:

(ii) Is located upstream from a Flood Control Facility but below the final elevation of any Flood Control Facility or finalized 100 Year Flood Plain as provided in a manner consistent with FEMA, and District standards.

(s) "Master Owners' Association" (also the "Association") means an association of owner's units within a "planned community," "condominium," or "cooperative" as such terms are used in NRS Chapter 116.

(t) "NRS" means the Nevada Revised Statutes.

(u) "Owner" means Coyote Springs Investment, LLC, a Nevada limited liability company, and its successors and assigns, if any, as Owners and Lessees of the land constituting the Subject Property.

(v) "PVD Zoning" means the Planned Village District zoning for the Planned Community approved through adoption of Lincoln County Code, Title 15, Coyote Springs Planned Unit Development Code, and all conditions thereto, a copy of which is attached hereto as Exhibit C.

(w) "Planned Community" means the Subject Property and the proposed development of the Subject Property described in the Agreement.

(x) "Qualified Parks, Recreational Facilities and Open Space" means programmable park space and facilities and non-programmed amenities, such as trail systems, trailheads, wash corridors or other

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natural or environmental areas of significance that are open and available for general public use on a non-discriminatory basis and can be programmed by either the Owner, the Districts, or the Association.

(y) "Residential Building Permit" means an official authorization by the County Building Official to commence construction of a residential dwelling, which may include single-family detached and attached dwellings, condominiums, townhouses, apartments, or other residential dwellings that may house families on a permanent basis. This term excludes timeshares, fractional, hotel rooms, or other permanent or temporary dwellings that expressly restrict full-time living arrangements as part of the property's restrictive covenants.

(z) "Streetscape Area" means the street medians and landscaping areas adjacent to the District roads within the Planned Community.

(aa) "Street Improvements" means public or private facilities that may include but are not limited to fire hydrants; sidewalks; curbs; gutters; pavement; gravel; aggregate base; streetlights; street name signs; traffic signals and signs; pavement markings; any other applicable traffic control devices; survey monuments; and flood control and drainage facilities which are permitted within public rights-of-way as required by District.

(bb) "Subject Property" means that certain real property located in the County and more particularly described on Exhibit "A" attached hereto.

(cc) "Tentative PUD Plan" means the tentative development plan for a phase of the Subject Property as required by and in accordance with the CSPUD Code and as more fully described in Chapter 5 of the CSPUD Code.

(dd) "Term" means the term of this Agreement together with any extension agreed upon pursuant to Section 12.03 hereof.

(ee) "Traffic Study" means a comprehensive transportation study prepared for a Tentative PUD Plan in a manner reasonably acceptable to the District that addresses specific impacts to the Major Street Segments and Major Intersections, the local street network and intersections related to that individual Village development, non-vehicular Village transportation improvements such as pedestrian and bike routes and bus stops, impacts outside of the Village and the need to construct access roads, or to increase the capacity of existing access roads to the Village, or to any of its individual developments. The study shall be consistent with the Master Traffic Study and with ITE principles and technologies.

SECTION 2

RECITAL OF PREMISES, PURPOSE AND INTENT

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

(a) Statutory Authorization. County is authorized, pursuant to NRS Chapters 278.0201 through 278.0207 and 278.02591 through 278.02598, inclusive, to enter into binding Development Agreements with persons having a legal or equitable interest in real property, including, without limitation, real property that

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will be developed as a planned unit development under the provisions of NRS Chapter 278A, to establish long range plans for the development of such property.

(b) Ownership Interest. Owner represents that it has fee title ownership to that portion of the Subject Property described as Fee Lands in Exhibit "A", and is the Lessee, under a long-term lease, of that portion of the Subject Property described as Lease Lands in Exhibit "A". Owner will submit for County records a legal description that describes any changes to configuration of fee title ownership within the Subject Property within ninety (90) days of the authorization by the appropriate Federal Agency.

(c) County Authorization, Hearing and Ordinance. All preliminary processing with regard to the Planned Community has been duly completed in conformance with all applicable laws, rules and regulations including, without limitation, adoption of the CSPUD Code. The County Commission, having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by County. At the described meeting, the County Commission found that this Agreement is consistent with County's plans, policies and regulations, that the Agreement meets the requirements of the Code, and that execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. On December 20, 2004, the County Commission adopted Ordinance No. 2004-03 approving this Agreement and authorizing the execution hereof by duly constituted officers of the County, subject to the addition of (i) a provision providing for a review period starting 180 days after December 20, 1994, and (ii) a provision providing interim funding to Lincoln County, which provision have now been added to this Agreement. Said Ordinance took effect on January 5, 2005. County agrees to record a certified copy of the ordinance as required by NRS Chapter 278.0207.

(d) County Intent. County has determined that the long term development of the Subject Property is appropriate to address in a development agreement and County desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law and this Agreement to provide for public services, public uses, and urban infrastructure to promote the health, safety and general welfare of County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Planned Community and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens and otherwise achieve goals and purposes for which the State statute and County ordinance authorizing Development Agreements were enacted.

(e) Owner Intent. In accordance with the legislative intent evidenced by the Nevada State Statute authorizing Development Agreements and the intent of County in adopting an ordinance allowing Development Agreements, Owner wishes to obtain reasonable assurances that Owner may develop the Planned Community in accordance with the Applicable Rules subject to the conditions established in this Agreement. Owner acknowledges that there are insufficient public services, which include facilities and infrastructure, existing or planned at this time and in order to develop the Subject Property, Owner is willing to enter into this Development Agreement in order to pay Owner's share of the costs to provide certain public services, facilities and infrastructure in the area of this Planned Community. Owner further acknowledges that this Agreement was made a part of the County Record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Concurrent Approvals.

(f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Planned Community be developed in the

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manner contemplated by this Agreement. Among such circumstances are 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 County of any obligation hereunder or depriving Owner of any right under this Agreement, which can be performed.

(g) Provision of Water and Sewer Service. Owner clearly understands and agrees that, among other requirements, water commitment and sanitary sewer system development approval must be obtained from the proper governmental entities. This Agreement or County does not guarantee the provision of water and sewer services.

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

2.03 Permitted Uses, Density, Height, and Size of Structures. Pursuant to NRS Chapter 278.0201, this Agreement must set forth the maximum height and size of structures to be constructed on the Subject Property, the density of uses and the permitted uses of the land. County agrees the Planned Community may be developed pursuant to NRS 278A to the density and with the land uses set forth in the CSPUD Code and this Agreement.

SECTION 3

DEVELOPMENT OF THE PLANNED COMMUNITY

3.01 Time for Construction and Completion of the Planned Community. Subject to the terms of this Agreement and the Applicable Rules, Owner shall have complete discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Planned Community. Nothing herein shall be construed to require the Owner to develop the Planned Community or any part thereof.

Notwithstanding any provision to the contrary contained in this Section 3.01, Owner will develop a receiving and storage area within the Subject Property for receiving materials for the project at the earliest practicable time after approval of the CSMSHCP (as defined in Section 3.15 below) and issuance of the Section 10(a)(1)(B) permit by USFWS (as defined in Section 3.15 below).

3.02 Planned Unit Development. The development of the Subject Property will occur in a series of Planned Unit Developments in accordance with the CSPUD Code.

3.03 Amendments to Development Agreement. County agrees that Owner may submit amendments to this Agreement during the course of development of the Planned Community and during the Term of this Agreement subject to the discretion of the Board of County Commissioners. Proposed amendments will be consistent with the terms of this Agreement and the Applicable Rules and will be processed and considered in accordance with the provisions for an amendment to a Development Agreement as prescribed in Ordinance No. 2004-02.

3.04 Reliance on the CSPUD Code. County hereby agrees the Subject Property may be used and developed during the Term hereof for the purposes and in the manner set forth in the CSPUD Code incorporated herein by reference, subject to the terms and conditions of this Agreement. The CSPUD Code sets forth broad categories of uses and generally defines densities allowed in the Planned Community.

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County shall approve land use zoning and densities through the tentative and Final PUD Plan approval process established by the CSPUD Code.

3.05 Reliance on Concurrent Approvals and Applicable Rules. County hereby agrees and assures Owner that Owner will be permitted to carry out and complete the entire Planned Community in accordance with the land use zones, uses and densities set forth in the CSPUD code, subject to the terms and conditions of this Agreement and the approval of tentative and Final PUD Plan submittals. Without limiting the foregoing, and subject to the conditions and requirements of the Applicable Rules and the Concurrent Approvals, County agrees:

(a) Pursuant to the CSPUD Code and this Agreement:

(i) The maximum quantity of residential dwelling units (including single-family and multiple-family dwelling units) that may be developed and constructed within the Planned Community shall be equal to 5.0 residential dwelling units per gross acre (or such lesser number as Owner may elect) multiplied by the total gross acreage of all Owner's fee acres within the Subject Property from time to time during the term of this Agreement:

(ii) Four thousand-five hundred (4,500) net acres (or such lesser number as Owner may elect) of the Planned Community may be developed and constructed with non-residential and/or commercial private uses:

(iii) The Planned Community may, subject to the water conservation conditions set forth in Section 5.04, contain golf courses having up to one-hundred and sixty-two (162) holes of golf and related facilities and up to an additional nine (9) holes of golf and related facilities for each group of two thousand (2,000) residential dwelling units developed or constructed if either:

(1) Treated effluent is primarily (the majority of the time) used to irrigate any of the additional holes or;

(2) Owner shows that water appropriation permits in addition to those described in this Agreement have been issued to Owner by the State Engineer and can adequately meet the irrigation needs of the golf course;

(iv) The Planned Community may be developed with the other land uses and facilities described in the CSPUD Code.

(v) Pursuant to the CSPUD Code and the terms of this Agreement, and upon approval of each Tentative PUD Plan submittal, Owner shall be entitled to develop the respective PUD in accordance with the approved Final PUD Plan submittals for all or a portion of the approved Tentative PUD Plan, the CSPUD Code and this Agreement.

(vi) Owner may develop or permit development of aggregate processing operations, and concrete and asphaltic concrete plants and sell the products of such operations within and outside the Planned Community;

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3.06 Modification of Applicable Rules. Subject to the provisions of Section 11.01 below, County and Owner acknowledge and agree the CSPUD Code, and the Concurrent Approvals are peculiar to the Planned Community and may not be amended, modified or changed without the express written consent of Owner, except as otherwise expressly provided in this Agreement. The sections of the CSPUD Code set forth in Exhibit "B" adopted December 20, 2004 (excepting therefrom any fees or monetary payments prescribed in Chapter 6 of the CSPUD Code as set forth in Exhibit "B" that apply uniformly to all development and construction subject to County's jurisdiction within the Subject Property), shall apply to the development of the Planned Community. Said sections of the CSPUD Code may be amended or modified by County in the future or new ordinances, rules or regulations may be added, but without impact on Owner or development of the Planned Community except in those limited circumstances as provided below:

(a) County agrees that any changes to the CSPUD Code or other applicable County Codes applicable to the Subject Property which are more restrictive than the those adopted in the CSPUD Code or other County Codes upon the Effective Date of this Agreement will not apply to the Planned Community, unless accepted through the express written consent of Owner.

(b) Notwithstanding the foregoing, should County adopt amended or new codes, ordinances, rules, regulations or policies, Owner shall have the option, in its sole discretion, subject to the limitations included in the CSPUD Code, of accepting such new or amended matters by giving County written notice of such acceptance.

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

(a) Owner obtains the necessary County approvals;

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

3.08 Coyote Springs Design Standards. Owner will adopt, among other standards, architectural, landscape and lighting standards that will be incorporated into the "Coyote Springs Design Standards." The Coyote Springs Design Standards will be adopted by the Master Owners' Association and administered by a Design Review Committee (DRC). Upon adoption of the Coyote Springs Design Standards by the Master Owners' Association, Owner and the DRC will submit the Coyote Springs Design Standards to the Administrator. The County agrees to adopt the Coyote Springs Design Standard as the governing standards for the Planned Community promptly after the Administrator's receipt of the Coyote Springs Design Standards. Further, Owner and County acknowledge that the Coyote Springs Design Standards will impose restrictions on the use, parking and/or storage of Recreational Vehicles, Trucks, Trailers, and Boats within the Planned Community.

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3.09 County Processing of Tentative and Final PUD Plan Submittals. In order to facilitate the review and consideration process, the Administrator, as defined in the CSPUD Code, will process all tentative and Final PUD Plan submittals; technical plans and studies; off-site permits, and perform the zoning plan check process of building permits in a prompt, efficient and diligent manner. The Administrator will be funded through fees that Owner and Builders of the Planned Community are required to pay, as said fees may be reasonably amended, from time to time, by action of the County Commission, in accordance with Chapter 6 of the CSPUD Code. This review will be available for all developments within the Planned Community.

3.10 Processing of Submittals and Applications. County hereby agrees that it will accept from Owner and promptly review, process, and approve all submittals of tentative and Final PUD Plans, applications for permits and other authorizations for development of the Planned Community provided such applications are in accordance with the Applicable Codes and Rules. County will use its best efforts to assist in the coordination and timely processing of submittals, permits and applications for development of the Planned Community.

3.11 Digital Map Data. Owner will prepare and submit to County, a CAD disk, in the format prescribed by the County Assessor's Office, for all final subdivision maps of land within the Subject Property prior to the time the final map is released by County for recordation. Owner shall, by contract, require that any purchaser of the land who intends to further subdivide also provide such CAD disk for any final subdivision map prior to the time the final map is released by County for recordation.

3.12 Special Improvement Districts. One of the Applicable Rules relates to the creation of Special Improvement Districts pursuant to the Special Improvement District (SID) Guidelines. County agrees upon Owner's request to use its best efforts to assist Owner in the creation of one or more Special Improvement Districts in accordance with state law to finance those infrastructure improvements for the Planned Community as allowed by law:

3.13 General Improvement Districts. County hereby acknowledges that Owner may seek to create one or more General Improvement Districts (collectively "GIDs") under NRS Chapter 318 to provide certain improvements and long-term maintenance and operations. NRS Chapter 318 authorizes General Improvement Districts to acquire, construct, reconstruct, improve, extend and better lands, works, systems and facilities for electric light and power; streets and alleys; curbs, gutters and sidewalks; storm drainage and flood control; sewer; water; fire; emergency medical services; pest and weed abatement; endangered species protection; recreation such as swimming pools, golf courses, tennis courts, athletic fields, playgrounds, public parks, biological gardens and other recreational facilities; and other facilities and improvements which may be authorized under NRS Chapter 318. The GID's would further be authorized to establish a system of rates, fees and charges for the use or availability of use of such facilities and pledge such revenues for the payment of any indebtedness or special obligations resulting from such activities. As authorized under NRS 308.040(2) and NRS 318.050(3), County agrees, upon Owner's request, to use its best efforts to assist Owner in the formation of GID's covering Owner's entire land holdings in both Clark and Lincoln County, Nevada, or GID's that would be initially created to serve Owner's land holdings in either Clark or Lincoln County, Nevada. County acknowledges that the Lincoln County Board of Commissioners will have the jurisdiction, power and authority to create and supervise such GID's created to serve Owner's entire land holdings in both Clark and Lincoln County, Nevada or GID's created to serve only Owner's land holdings in Lincoln County.

3.14 Affordable Housing. County and Owner desire to encourage a wide range of housing opportunities within the Planned Community. Provision for a full range of housing opportunities is possible with careful

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planning. Incentive programs such as density bonuses, reduced impact fees and other measures should be used to provide a variety of affordable housing opportunities, including attached and detached, single family and multi-family, for-sale and for-rent units. Affordable housing should be designed appropriately and situated within the Planned Community in such a way as to provide a complete, diverse and balanced community and to avoid a concentration of affordable housing in any one area.

3.15 Coyote Springs Multi-Species Habitat Conservation Plan (CSMSHCP). County acknowledges that Owner, in coordination with the Bureau of Land Management (BLM) and the United States Fish and Wildlife Service (USFWS) pursuant to the Memorandum of Agreement (MOA) dated April 2001, is in the process of developing a Multi-Species Habitat Conservation Plan and Environmental Impact Statement for Coyote Springs that includes all of the Owner's landholdings within Lincoln County. As agreed upon by the three parties, the purpose of the MSHCP is the subsequent issuance of a Section 10(a)(1)(B) permit for the Planned Community under the Endangered Species Act. The existence of an MSHCP, under Section 10(a) of the Endangered Species Act, allows for the issuance by the USFWS of permits (known as Section 10(a) permits). This permit will allow the "incidental take" of threatened or endangered species on non-federal properties within the Subject Property. Owner acknowledges that CSMSHCP shall specifically cover all of Owner's landholdings in the County and County acknowledges that any requirements set forth by Federal Agencies as described in the CSMSHCP shall supersede coverage under any existing County MSHCP once Section 10(a) permits are issued. Upon issuance of the Section 10(a) permits, any necessary Owner compliance with requirements of the CSMSHCP will supersede County Code requirement for fee payment under and compliance with the requirements of any County MSHCP. County and Owner agree that at no time will any cost for any activity required by the CSMSHCP become an obligation of the County.

3.16 Dust Mitigation. Owner agrees to use its reasonable efforts to educate builders and contractors within the Planned Community of the applicable rules of the Nevada Division of Environmental Protection Bureau of Air Quality (BAQ) with respect to dust mitigation and to encourage compliance therewith.

3.17 Temporary Stormwater Construction Permit. Owner agrees to use its reasonable efforts to educate builders and contractors within the Planned Community on the requirements for a Temporary Stormwater Construction Permit issued by the Nevada Division of Environmental Protection (NDEP).

SECTION 4

PUBLIC FACILITIES

4.01 Fire and Emergency Medical Service. County and Owner agree that the Coyote Springs Fire District (Fire District) will provide Fire and Emergency Medical Services within the Subject Property. Owner agrees to enter into an agreement with the Fire District that will establish a plan for fire and emergency medical service provision that will meet the needs of the Subject Property. County and Owner agree that the Fire District Plan for fire and emergency medical service will not require resources greater than those that would be required for a similar area of development in Clark County, Nevada by the Clark County Fire Department. Owner acknowledges that this plan may require the owner to participate in funding necessary facilities, apparatus, and equipment. County will not approve any Tentative PUD Plan submittals, unless Owner and Fire District have executed and maintain such an agreement.

4.02 Sheriff Service.

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(a) Private Security Program. Owner agrees to implement a private security program within thirty (30) days of the issuance of the first building permit by the County. This program will, at a minimum, provide one (1) security guard patrol within the Coyote Springs community area twenty four (24) hours per day, seven (7) days per week. The Coyote Springs community area includes Owner's lands in both Lincoln and Clark Counties. Owner agrees to cooperate with the Sheriff in coordinating the private security program, including but not limited to patrol methods and communications procedures.

(b) Initial Provision of Service. Owner and County agree that initial Sheriff's patrol service for the Coyote Springs community will be provided through expansion of the existing Alamo area Sheriff's patrol program. Upon occupancy of the first residential dwelling unit within the Lincoln County portion of the Coyote Springs community:

(i) County agrees to hire two (2) additional deputies for assignment to the Alamo area Sheriff's patrol program. This will bring the total number of Alamo patrol deputies to five (5) deputies. County agrees to schedule the work hours of the Alamo patrol deputies in a manner that will provide a deputy on duty twenty four (24) hours per day, seven (7) days per week, within the Alamo patrol area. County agrees to have an Alamo assigned deputy patrol the Coyote Springs development at least three (3) times during each twenty four (24) hour period, unless emergency incidents occurring in other portions of the patrol area prevent such patrol.

(ii) County and owner agree that patrol activities within the Coyote Springs development may create the need for Sheriff to employ patrol deputies on an overtime basis to provide Alamo area patrol while regularly assigned deputies attend required training classes, transport prisoners, attend court sessions, or other emergency or unanticipated assignments.

(iii) Upon the month of occupancy of the first residential dwelling unit, Owner is obligated to subsidize the Sheriff's budget in the amount of two hundred and fifty thousand dollars (\$250,000.00) prorated on an annual basis until such time as the annual tax revenue generated within the Subject Property from all County tax sources allocated to the Sheriff's budget reaches five hundred thousand (\$500,000.00) (the "Subsidy Termination Date"). Annual tax revenue generated within the Subject Property shall be measured by totaling all County tax sources allocable to the Sheriff's budget and generated within the Subject Property minus the base tax sources generated within the Subject Property at the Effective Date of this Agreement. County shall provide a budget and a breakdown of the allocations from the Subject Property on an annual basis prior to the Owner's obligation to make first payment during that fiscal year. Funds will be prorated and paid as follows:

i. Upon the month of occupancy of the first residential dwelling unit and thereafter until the following June 30th within the same fiscal year, Owner agrees to provide twenty thousand eight hundred and thirty three dollars (\$20,833.00) per month to subsidize the Sheriff's budget until the Subsidy Termination Date occurs, if it occurs within the first fiscal year.

ii. Beginning on the July 1st following occupancy of the first residential dwelling unit and every July 1st thereafter, Owner shall subsidize the Sheriff's budget in the amount of two hundred and fifty thousand dollars (\$250,000.00) annually, to be prorated and paid quarterly during the first week of each quarter.

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(iv) County acknowledges and agrees that Owner's obligation to subsidize the Sheriff's budget as provided herein shall terminate on the date on which the amount of annual funds received exceed five hundred thousand dollars (\$500,000) as described in 4.02b(iii) (the "Subsidy Termination Date"). From and after the Subsidy Termination Date, Owner shall have no further obligation under this Agreement to subsidize the Sheriff's budget, and all such budget subsidies will fully terminate.

(c) Radio Communications Improvement. Owner realizes that reliable radio communications for sheriff's personnel that may serve the Coyote Springs community is necessary and important for both public and patrol deputy safety. Owner agrees to fund, upon issuance of the first residential building permit by Lincoln County, and in an amount not to exceed twenty two thousand four hundred dollars (\$22,400.00) the installation of vehicle radio "extenders" in all sheriff's department patrol vehicles.

4.03 Satellite Government Facility Site.

(a) Owner shall provide a temporary satellite government facility site of at least two and one half (2.5) acres for use by County, at no cost to the County, prior to issuance of the one thousandth (1000th) residential building permit. Owner shall provide all improved roads and utilities infrastructure necessary to serve the temporary site. The parties contemplate that County may utilize the temporary satellite government facility site for temporary facilities that may include:

- (i) A sheriff's substation and related facilities.
- (ii) Administrative offices for County and other governmental agencies and.
- (iii) A Justice Court facility.

County agrees to remove all temporary facilities placed upon the temporary satellite government facility site and return the site to Owner for use by owner prior to the issuance of the fifty thousandth (50,000th) residential building permit, unless Owner agrees to permanently transfer the site to County. Owner may transfer the temporary site to meet the portion of Owner's obligation to dedicate land for the permanent government facility site described in 4.03(b). County agrees that the site so transferred would be subject to a restriction in the instrument of conveyance prohibiting the land from being used for any private commercial or residential use, unless approved by Owner, and further providing that the land will be used solely for governmental office and administrative purposes (which may include a snack bar or vending machines to serve the needs of employees and customers) specifically excluding any storage yards, or other similarly noisy or unsightly uses.

(b) Owner shall dedicate and transfer to County ownership a permanent satellite government facility site of at least seven and one half (7.5) acres, at no cost to County, prior to issuance of the forty thousandth (40,000th) residential building permit. Owner shall provide all improved roads and utilities infrastructure necessary to serve the site. The parties contemplate that County may utilize the satellite government facility site for facilities which may include:

- (i) A sheriff's substation and related facilities,
- (ii) Administrative offices for County and other governmental agencies and,

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(iii) A Justice Court and potentially District Court facilities.

County agrees that the site so transferred to County ownership would be subject to a restriction in the instrument of conveyance prohibiting the site from being used for any private commercial or residential use and further providing that the site will be used solely for governmental office and administrative purposes, specifically excluding any storage yards, or other similarly noisy or unsightly uses.

4.04 Ownership and Control. Public facilities may be constructed and operated by Owner, an Association, or through special assessments or special districts and other political subdivisions of the state subsequently created under state law. Owner may, from time to time, upon request, consider funding and construction of public facilities through the following entities in accordance with NRS.

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

(b) Construction and/or Operations Funded by General Improvement Districts. County hereby acknowledges that one or more general improvement districts ("GIDs") may be formed under the provisions of NRS Chapter 318. Owner may, from time to time, fund construction and operations of public facilities as required under this, Section 4 through special assessments to any GID formed under the provisions of NRS Chapter 318.

4.05 Covote Springs Master Parks Plan. The location and timing of the development of Qualified Parks, Recreational Facilities, Open Space, and other public facilities will be addressed in tentative PUD submittals. Owner will submit to a GID having authority to provide recreational facilities a Master Parks Plan for the Subject Property as soon as practical, but not later than the time of submittal of the first Tentative PUD Plan for any portion of the Subject Property. Such plan shall include the preliminary location and timing or phasing of development of Qualified Parks, Recreational Facilities, and Open Space in addition to other requirements as may be described within this Agreement. In addition, a PUD Park Plan indicating type, nature of said public facilities, location and size will be submitted with each Tentative PUD Plan.

4.06 Construction Tax/Impact Fee. In the event that County adopts an ordinance for a construction tax or impact fee to provide for fire and/or sheriff facilities, which applies to new construction within the Planned Community, Owner shall, if allowed and provided for by ordinance, law or code, receive credit for the fire and/or sheriff facilities contributions, and the land they occupy in a manner similar to the credit received by Owner for the park residential construction tax for up to a period of ten years after the effective date of the ordinance. County shall use its best efforts to include a provision for such credit in any such ordinance.

4.07 Trash Transfer Site. County shall not construct, permit, maintain, or allow in any manner whatsoever the construction of a trash transfer site or similar facilities on the Subject Property or within a ten (10) mile radius of the Subject Property without Owner's prior written consent.

4.08 Design and Construction of Public Facilities. County acknowledges that the Master Owners' Association will create and establish uniform design guidelines for all construction and development within the Planned Community by use of recorded restrictive covenants or pursuant to contractual obligations binding on purchasers of property within the Planned Community. These design guidelines will become a

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part of any approved tentative or Final PUD Plan. County agrees to utilize the Master owners' Association design guidelines, adopted within a Tentative PUD Plan, in the construction of any County facility within the PUD plan area.

4.09 Compliance. Subject to Section 1.01 and any taxes hereafter enacted by County and not discriminatorily applied (County and Owner acknowledge that taxes enacted by the County on behalf of the GID or the Fire District will not be considered a discriminatory tax hereunder), Owner's compliance with the provisions of this Section 4 shall satisfy any and all impositions and requirements now and hereafter to be imposed by County upon Owners for the provision of public facilities within or pertaining to the lands encompassed by the Planned Community.

SECTION 5

WATER CONSERVATION, REUSE AND SANITATION

5.01 Water Conservation. Owner agrees to use its best efforts to encourage water conservation in the Planned Community. Landscaping within Streetscape Areas shall use drip type or other potable water conserving irrigation systems. Owner shall impose design criteria on all development within the Planned Community (by use of recorded restrictive covenants or pursuant to contractual obligations binding on purchasers of property) that will encourage water conservation in landscaping treatments by incorporating water conservation concepts and proven water conservation equipment, techniques and plant materials.

5.02 Owner's Existing Water Rights. Owner acknowledges that, on the Effective Date of this Agreement, Owner or an entity associated with Owner holds water right permits of approximately seven thousand one hundred (7,100) acre feet annually (AFA) and may be granted additional water right permits from the State Engineer through pending applications. In accordance with the CSPUD Code, County acknowledges that water for golf course irrigation may be provided:

(a) From Owner's own wells or appurtenant or transferred water rights which can be legally used to irrigate the property on which the golf course is developed or;

(b) By treated effluent generated from within the Planned Community, without being subject to any turf area restrictions that may be set forth in the Code from time to time.

5.03 Alternative Water Sources for Irrigation. Owner agrees, to the maximum extent practical, to design any golf course, park space and Streetscape Area in such a way as to minimize the use of potable water for irrigation purposes, especially during the summer months, subject to Owner's existing or pending water rights as outlined in the CSPUD Code. County acknowledges that it is necessary to periodically flush the build up of salts in the soil of the golf course with the use of potable water and that all greens, tees and grow-ins require potable water use. To the maximum extent practical, Owner agrees to use treated effluent for such irrigation purposes, but other sources of water, including, but not limited to, ground water recharge and shallow nuisance ground water, and potable water will also be considered. Further, County and Owner have entered into or will enter into a Treated Effluent Resuse Agreement which assigns certain rights and obligations to the County and the Owner concerning the construction and operation of the treated effluent reuse system and the right to reuse treated effluent within the Planned Community.

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5.04 Golf Courses-Water Conservation. To the maximum extent practical, Owner agrees to use treated effluent to irrigate the golf courses, but other sources of water including but not limited to ground water recharge, surface water runoff, shallow nuisance ground water and potable water will also be considered. County acknowledges that treated effluent may not be available (or available in sufficient quantities) to serve golf courses within the Planned Community at the time construction of such golf courses commences. If it is determined that treated effluent should be used to irrigate a proposed golf course or courses and treated effluent is not available in sufficient quantities to irrigate same, County shall not take any action to prohibit the construction of such golf course or courses and the use of potable water on an interim basis: provided Owner shall

- (a) Design and construct the golf course or courses to use treated effluent, and
- (b) Convert any such golf course to the use of treated effluent as soon as reasonably possible following the availability of treated effluent on the terms set forth in Section 5.06.

5.05 Future Approvals of Golf Courses Outside the Planned Community. County acknowledges that Owner will incur substantial costs in complying with the terms of Section 5.04 above and that Owner has agreed to such conditions partially in reliance on County's representation that it does not intend to permit others to construct golf courses that rely solely or primarily on the use of potable water for irrigation purposes. County agrees; therefore, that it will not permit the development of a golf course within the unincorporated areas of Lincoln County except on terms substantially the same as those set forth in Section 5.04. In the event County does permit such other development, Owner shall have the right, in addition to any other remedy Owner may have hereunder, to design and construct future golf courses in the Planned Community with irrigation methods consistent with such other development.

5.06 Use of Treated Effluent and Conversion to Such Use. Owner agrees to design and construct any golf course, park space, and Streetscape Area to use treated effluent for all irrigation uses in accordance with this Section 5.06, if determined appropriate at the time of Tentative PUD Plan approval. In the event the approved tentative PUD plan provides for future use of treated effluent and treated effluent is not available at the time of construction, Owner agrees to design and construct such golf course, park space, and Streetscape Area in a manner that it may be converted (at Owner's expense) to use treated effluent in the future as soon as reasonably possible following the availability of treated effluent. The availability of sufficient treated effluent and the timing of conversion to such use will be reviewed at least annually by the GID providing water service and Owner. Treated effluent may become available from any of the sources described in this Section 5.

5.07 Ownership and Control. All sewage treatment facilities within the Planned Community will be constructed by Owner, or through special assessments or special districts and other political subdivisions of the state subsequently created under state law subject to this Section. Owner or any entity subject to this, Section 5, agrees to construct and maintain all sewage treatment facilities at no cost to County. Owner retains the rights to treated effluent in accordance with NRS. Owner may, from time to time, upon request, consider conveying any sewage treatment facilities to the following entities in accordance with NRS:

- (a) Dedication to Water Reclamation District. Owner may dedicate, at no cost to County, any sewage treatment facility described in this, Section 5 provided:

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(i) Any sewage treatment facility must be completely constructed and acceptable to Water Reclamation District;

(ii) The land and improvements must be dedicated free of all liens, encumbrances, conditions, covenants and restrictions and in a manner acceptable to Water Reclamation District;

(iii) Prior to the dedication to a Water Reclamation District, Owner and Water Reclamation District will sign a Maintenance Agreement that covers the maintenance of said facilities.

(b) Transfer to or Construction by a General Improvement District. County hereby acknowledges that Owner may, from time to time, convey sewage treatment facilities to a General Improvement District ("GID") formed under the provisions of NRS Chapter 318 provided the conveyance is subject to the terms and conditions of NRS Chapter 318 and the GID Board acknowledges in writing that it accepts Owner's maintenance obligations for such sewage treatment facilities.

(c) Transfer to Any Entity Approved by the State of Nevada. Owner may convey sewage treatment facilities to any entity approved by the State of Nevada to provide, operate, and maintain sewage treatment facilities in accordance with NRS provided that the entity accepts Owner's maintenance obligations for such sewage treatment facility.

5.08 Package Treatment Plant. If determined to be appropriate at the time of Tentative PUD Plan approval, Owner may choose to purchase and install a package treatment plant for use in connection with any golf course in the Planned Community and convert the irrigation of such golf course to treated effluent promptly following notification from the District or any entity approved by the State of Nevada to provide, operate, and maintain sewer facilities in accordance with NRS, and that it will supply the necessary sewage effluent to Owner in an amount sufficient to assure proper irrigation of such golf course, or the maximum amount reasonably available for such purpose, whichever amount is less. Owner will, to the maximum extent practical, irrigate nearby park space and Streetscape Areas with the effluent from the package treatment plant. The package treatment plant, or plants, may be located anywhere within the Subject Property in order to provide the most efficient and economical operation.

5.09 Right of First Refusal on Use of Treated Effluent. Owner shall retain right of first refusal on the use of any treated effluent for the irrigation purposes outlined in this Section 5, for any sewage treatment facilities that are conveyed to any entity other than Owner in accordance with Section 5.07 of this Agreement.

5.10 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war; acts of terrorism; insurrection; strikes; walkouts; riots; floods; earthquakes; fires; casualties; acts of God; restrictions imposed or mandated by governmental entities; failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement; enactment of conflicting state or federal laws or regulations; new or supplementary environmental regulations, and litigation or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.

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SECTION 6

PARKS, OPEN SPACES, AND SCHOOLS

6.01 Master Plan for Parks. If the County adopts a Residential Construction Tax for park construction in accordance with NRS, Owner will, within 180 days of adoption of a residential construction tax ordinance, submit to a GID having authority to provide recreational facilities a Master Parks Plan for the Subject Property. Such plan shall include the proposed location of the development of Qualified Parks, Recreational Facilities, and Open Space in accordance with Section 6.04 of this Agreement. In addition, if the County adopts a Residential Construction Tax for park construction, a PUD Park Plan indicating park type, nature of recreational facilities, location and size will be submitted with each tentative PUD plan.

6.02 Park Standards. Owner agrees at its sole cost and expense to develop and construct park sites subject to Section 6.08 through Section 6.11 of this Agreement and based on the following thresholds:

(a) Owner shall develop and complete a total of ten (10.0) acres of Qualified Parks, Recreational Facilities, and Open Space prior to the issuance of the permit for the thousandth (1,000th) residential unit, subject to Section 6.03.

(b) Owner shall develop and complete a total of fifty (50.0) acres of Qualified Parks, Recreational Facilities, and Open Space prior to the issuance of the permit for the five-thousandth (5,000th) residential unit, subject to Section 6.03.

(c) Owner shall develop and complete a total of one hundred (100.0) acres of Qualified Parks, Recreational Facilities, and Open Space prior to the issuance of the permit for the ten thousandth (10,000th) residential unit, subject to Section 6.03.

(d) Thereafter, Owner shall develop and complete a total of fifty (50.0) acres of Qualified Parks, Recreational Facilities, and Open Space prior to the issuance of the every permit for the five-thousandth (5,000th) successive residential unit, subject to Section 6.03.

(e) Owner shall develop and complete a public leisure pool and recreation center subject to County design approval, prior to the issuance of the permit for every twenty thousandth (20,000th) successive residential unit, subject to Section 6.03.

6.03 Park Design. Owner shall design and construct Qualified Parks, Recreational Facilities, and Open Spaces in accordance with the standards established in the District Regulations Manual. A detailed plan for any Park proposed to be a Qualified Park, Recreational Facility, or Open Space describing the nature and location of recreational facilities shall be submitted as a part of any Tentative PUD Plan. The District will approve the final design, construction specifications and amenities of each park site. Each Qualified Park, Recreational Facility, or Open Space shall include the amenities specified in the Master Plan for Parks including: turf areas; trees; irrigation; playground apparatus; playfields; play areas; picnic areas, and other recreational facilities and equipment designed to serve the residents.

6.04 Location of Parks. County agrees police and fire stations, schools and other public facilities may be located at joint use sites adjacent to Qualified Parks, Recreational Facilities, and Open Spaces or other public facilities where feasible. Owner shall have the right to construct Qualified Parks, Recreational

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Facilities, and Open Spaces within storm water detention basins, drainage channels, and floodways so long as such facilities meet District approval and subject to Tentative PUD Plan approval. The owner of each respective Qualified Park, Recreational Facility and Open Space shall be responsible for the maintenance, repair, reconstruction and replacement in the event of loss or damage.

6.05 Ownership and Control. Owner may, from time to time, convey any Qualified Park, Recreational Facility, or Open Space to the following entities in accordance with NRS, and such Qualified Park, Recreational Facility, or Open Space shall be counted towards Park requirement as described in Section 6.01 and Section 6.02 if it meets the following requirements:

(a) Transfer to or Construction by a General Improvement District. County hereby acknowledges that Owner may, from time to time, convey any Qualified Park, Recreational Facility or Open Space to a General Improvement District ("GID") formed under the provisions of NRS Chapter 318 (a "GID Park") provided the conveyance is subject to the terms and conditions of this Section 6 and the GID Board acknowledges in writing:

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

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

With respect to any GID Park that may be considered as a Qualified Park, Recreational Facility, or Open Space, the GID, to which Owner conveys title, shall have the right to program and control the use thereof; provided, however, that in all circumstances that the general public shall have reasonable rights of access and use to the Qualified Park, Recreational Facility, or Open Space listed in Section 6.01 and 6.02 and in accordance with NRS Chapter 318

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

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

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

With respect to any HOA Park that may be considered as a Qualified Park, Recreational Facility, or Open Space, the Homeowner's Association, to which Owner conveys title, shall have the right to program and control the use thereof; provided, however, that in all circumstances that the general public shall have reasonable rights of access and use to the Qualified Park, Recreational Facility, or Open Space listed in Section 6.01 and 6.02.

6.06 Failure to Timely Construct or Equip. In addition to Section 9 of this Agreement, if Owner fails to timely construct or equip any of the park sites listed in Section 6.02 of this Agreement in accordance with

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the provisions in Section 6.02, then at the time thereafter upon six (6) months written notice from District and unless Owner completes such construction and equipage within said six (6) months, District may cancel any pre-approved credit and construct or equip the uncompleted park using the Owner's credit security or performance bond. Any additional construction costs incurred by the District will be charged against available Residential Construction Tax revenues.

6.07 Termination of Maintenance Obligation. When Owner has dedicated any Qualified Park, Recreational Facility, or Open Space described in Section 6.01 and 6.02 to District in accordance with the provisions in 6.01 through Section 6.06 of this Agreement, Owner and any entity described herein shall be relieved of any further responsibility for maintenance of such Qualified Park, Recreational Facility, or Open Space, except where such Qualified Park, Recreational Facility, or Open Space, is covered by a Maintenance Agreement between District and Owner or any entity described in Section 6.05 of this Agreement.

6.08 Residential Construction Tax Revenues. In accordance with NRS Chapter 278.4983, the County may impose a "Residential Construction Tax" (RCT) upon the privilege of constructing apartment houses and residential dwelling units. If the County enacts an ordinance imposing a RCT upon the subject property, County agrees that, as RCT revenues become available from the created Park Revenue Management District, such funds will be applied for the development and construction of Qualified Parks, Recreational Facility, or Open Space, as described in Section 6.01 through Section 6.05 to the extent that funds are generated from within the Subject Property. County and Owner agree to produce an annual statement of funds generated by the RCT within the Subject Property for the created Park Revenue Management District and a plan for the use of such fees within the Subject Property agreeable to both parties.

6.09 Park Revenue Management District. If the County adopts a Residential Construction Tax for park construction in accordance with NRS, County shall designate the Planned Community as a Park Revenue Management District in accordance with NRS.

6.10 Joint Park Implementing Agreement. If the County enacts an ordinance imposing a RCT upon the subject property, County, District and Owner agree to develop a Joint Park Implementing Agreement that addresses:

(a) The use and allocation of RCT revenues and credits within the Planned Community in accordance with NRS Chapter 278;

(b) The maintenance of constructed Qualified Parks, Recreational Facilities, and Open Space and/or the establishment of a Maintenance Agreement between Owner and District for Qualified Parks, Recreational Facilities, and Open Space, and;

(c) The obligations of Owner and District regarding park implementation and maintenance.

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

(a) Credit for Construction and Development of Park Facilities. County agrees and acknowledges that if Owner constructs and develops Qualified Park, Recreational Facility, or Open Space facilities on land to be dedicated in fee simple to Lincoln County or in manner consistent with Section 6.05

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of this Agreement, Owner shall be entitled to a credit against the RCT in an amount equal to the cost actually and reasonably incurred by Owner or the Designated Builder for the design and construction of such Park and for improvements or installation of facilities that would be a permissible use of residential construction tax revenues under NRS Chapter 278.4983. County further agrees and acknowledges that if Owner constructs and develops park facilities on land that will not be conveyed to County in fee simple or conveyed as described in Section 6.05 of this Agreement, Owner shall be entitled to a credit against the RCT in an amount equal to the actual cost of the park facilities developed and constructed as outlined herein only if the park site and all facilities are made available for use by the general public on a non-discriminatory basis and such requirement is expressly stated in an irrevocable easement acceptable to County and recorded against the land on which such facilities are located. The actual cost of the credit shall be determined by the County Administrator. Notwithstanding the above, Lincoln County shall not be required to reimburse or compensate Owner in excess of the total funds available through residential construction taxes collected within the Subject Property if the residential construction tax required from Owner and/or Designated Builder exceeds available funds.

(b) Credit for Value of Land Dedicated to County. With respect to any Qualified Park, Recreational Facility, or Open Space fully funded and constructed by Owner or a Designated Builder, the amount of the credit will include the "fair value" of the land on which such Qualified Park, Recreational Facility, or Open Space is built, as defined below. For purposes of this Agreement, fair value shall mean:

(i) An amount equal to the number of acres of land within the Park conveyed to County or other entity as outlined in Section 6.05 of this Agreement times the average price per acre of land received by Owner for land sold by Owner in such Village; or;

(ii) The appraised value of the land, whichever is less. The appraised value will be based on the highest and best use of the land notwithstanding its proposed use as a park. The cost of such an appraisal shall be paid for by Owner.

The County Commission shall determine, in their reasonable and good faith opinion the amount of construction costs that qualify for residential construction tax credit pursuant to the foregoing provisions after reviewing the design, location and costs of each proposed Qualified Park, Recreational Facility or Open Space.

(c) Transfer of Credits. In addition to the credits referred to above, any credits otherwise due for a Village may be applied at Owner's sole discretion to another Village so long as the residents or future residents of the new construction have the right to use such Park on an equal basis with all other users.

(d) Right to Limit Credit Transfer. Owner shall, from time to time, notify County in writing of the identity and the location of the residential units entitled to such credits. Owner may, in its discretion, limit the maximum amount of credits for which such Designated Builder is entitled pursuant to this Section 6.11. Credits will be applied only to building permits, which have not yet been issued.

6.12 Master Plan for Schools. Owner agrees to cooperate with the Lincoln County School District (the "School District") in developing a Master Plan for Schools in the Planned Community. Such plan shall include the proposed location and suggested timing or phasing of development of potential school sites, which may include elementary, middle, and high school sites. In addition, Owner agrees to utilize the Master plan for Schools for establishing school type, location and size that will be submitted as a part of each

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tentative PUD plan. Owner agrees that School District, in order to meet its educational, design and construction requirements, has the right to approve all proposed school sites.

6.13 School Site Reservation and Dedication. Owner and School District will work together to create a system for school site reservations and dedications at appropriate thresholds as outlined in Section 6.14 of this Agreement and in conjunction with a long-term student yield-monitoring program. The reservation and dedication process in conjunction with the long-term monitoring program will provide Owner and School District with the flexibility to reserve locations for school sites initially and then either relocate or dedicate those reserved sites after sufficient monitoring. The reservation of school sites will be:

- (a) Acknowledged through a letter submitted by Owner to School District providing a legal description of the site and;
- (b) Indicated on the respective Tentative PUD Plan.

The dedication of school sites will be acknowledged through a legally binding agreement of transfer acceptable to Owner and School District.

6.14 School Sites. Owner shall provide, at no cost to School District, school sites acceptable to the School District at the following thresholds:

(a) Owner shall reserve a school site totaling fifteen (15.0) acres prior to approval by County of the first Tentative PUD Plan that includes residential units. The site shall remain reserved until such time as the site is dedicated or the site is relocated and/or released in accordance with Section 6.15 of this Agreement.

(b) Based upon a maximum projected student enrollment of approximately three hundred and fifty (350) students per school site, Owner shall reserve an elementary school site totaling ten (10.0) acres prior to the issuance of the building permit for the twelve hundredth (1,200th) residential unit. The site shall remain reserved until such time as the site is dedicated or the site is relocated and/or released in accordance with Section 6.15 of this Agreement.

(c) Thereafter, based upon a maximum projected student enrollment of approximately three hundred and fifty (350) students per school site, Owner shall reserve an elementary school site totaling ten (10.0) acres prior to the issuance of the building permit for each successive sixteen hundredth (1,600th) residential unit. Each site shall remain reserved until such time as the site is dedicated or the site is relocated and/or released in accordance with Section 6.15 of this Agreement.

(d) Based upon a maximum projected student enrollment of approximately five hundred and twenty five (525) students per school site, Owner shall reserve a middle school site totaling fifteen (15.0) acres prior to the issuance of the permit for the two thousandth (2,000th) residential unit. The site shall remain reserved until such time as the site is dedicated or the site is relocated and/or relinquished in accordance with Section 6.15 of this Agreement.

(e) Thereafter, based upon a maximum projected student enrollment of approximately five hundred and twenty five (525) students per school site, Owner shall reserve a middle school site totaling fifteen (15.0) acres prior to the issuance of the permit for each successive fifty three hundredth (5,300th)

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residential unit. Each site shall remain reserved until such time as the site is dedicated or the site is relocated and/or relinquished in accordance with Section 6.15 of this Agreement.

(f) Based upon a maximum projected student enrollment of approximately one thousand four hundred (1,400) students per school site, Owner shall reserve a high school site totaling thirty (30.0) acres prior to the issuance of the permit for the two-thousandth (2,000th) residential unit. The site shall remain reserved until such time as the site is dedicated or the site is relocated and/or released in accordance with Section 6.15 of this Agreement.

(g) Thereafter, based upon maximum projected student enrollment of approximately one thousand four hundred (1,400) students per school site, Owner shall reserve a high school site totaling thirty (30.0) acres prior to the issuance of the permit for each successive twelve thousand five hundredth (12,500th) residential unit. Each site shall remain reserved until such time as the site is dedicated or the site is relocated and/or released in accordance with Section 6.15 of this Agreement.

(h) School District and Owner realize that actual student enrollments per school site may be adjusted relative to the projected approximate enrollments shown above. In this event, School District and Owner will agree to negotiate in good faith to revise the requirements for school site dedications, including but not limited to revising thresholds for new school site reservations and revising school site acreage allocations, should projected enrollments or demographics for certain schools change.

6.15 School Site Relocation and/or Release. School sites will be reserved and dedicated as outlined in Section 6.14 of this Agreement until such time as said sites are either dedicated, relocated or released subject to a student yield monitoring program acceptable to Owner and School District and based on the following:

(a) Owner and School District will use their best efforts to develop a student yield monitoring program that:

(i) Analyzes demand for school facilities within regions of the Planned Community based on sales and household trends;

(ii) Estimates the current need for school facilities at all levels, and;

(iii) Forecasts the demand for and general location of future school facilities based on historic sales and household trends. Initially, Owner and School District may look to the historic sales and household trends of that portion of Coyote Springs Development located in Clark County and continue using such information until such time that historic sales and trends are generated for the Subject Property within Lincoln County.

In each twenty-four (24) month review of this Agreement with the County, Owner agrees to utilize the student yield monitoring program as a basis for their report to the County on the status of school facilities.

(b) Owner and School District will provide an on-going review of reserved and proposed school sites as outlined in Section 6.15 of this Agreement based on the student yield monitoring program. Upon review, Owner and School District may agree to release or relocate school sites at any time prior to dedication. The release or relocation of school sites will be:

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(i) Acknowledged through a letter submitted by Owner to School District providing a legal description of the relocation and/or released site and:

(ii) Considered in future Tentative PUD Plan approvals.

(c) At anytime after the fifth (5th) anniversary of the dedication of a school site, Owner may request in writing that School District release a school site. School District will provide in writing within ninety (90) days of receipt of letter requesting the release:

(i) Approval or disapproval of the release of lands and;

(ii) If disapproved, documentation to Owner of future plans for facilities on such site and schedule for their implementation.

(d) If the release is approved, School District shall provide Owner with acknowledgement of the release through a legally binding agreement of transfer in recordable form, acceptable to Owner and School District.

6.16 Initial School Facilities. Owner and School District agree that there will be a need for public education facilities upon occupancy of the first residential unit within the Coyote Springs development. School District agrees to address the initial K-12 classroom needs by:

(a) Seeking a satisfactory inter-district agreement with the Clark County School District pursuant to NRS 387.561 for available K-12 classroom seats in any facility within the Coyote Springs development;

(b) Executing an agreement with Owner for the use of all or part of an Owner constructed school facility meeting the design approval of the School District and having a designed capacity of approximately five hundred and twenty five (525) K-12 students. Owner agrees to begin construction of this school facility within thirty (30) days of the issuance of the first residential building permit by County. School District agrees that the Owner constructed facility may be developed in phases and in a manner that allows for expansion of the facility as student yield numbers indicate increased classroom demand. The design may also allow for private non-sectarian education activities to be co-located in an appropriately designed facility; or

(c) The School District and Owner may cooperatively develop, consider, and implement options other than those contained in (a) and (b) of this Section in providing the initial school facility within the Coyote Springs development. School District and Owner agree that any options cooperatively implemented will not delay the provision of the initial school facilities.

(d) School District agrees to acquire an owner constructed initial school facility from Owner, at the Owners' actual cost of construction and debt financing adjusted to inflation utilizing the Consumer Price Index, prior to the construction of the thirty thousandth (30,000) residential unit. Upon issuance of the fifteen thousandth (15,000) residential building permit by County, School District agrees to initiate purchase of the facility.

(e) Owner agrees to provide School District with credit toward the purchase of the owner constructed initial school facility for any land dedicated to School District, pursuant to 6.14, that School

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District finds is not needed for school purposes and is acceptable to owner. The credit value of the land will be the value established at the time of dedication to the School District. Credit will be given by owner upon conveyance of the acceptable land to owner by the School District.

6.17 Warehouse, Bus Storage and Maintenance Facilities. Owner shall dedicate up to a maximum of twenty (20) acres for use by School District for supply warehouse, school bus storage and maintenance facility purposes. Owner and School District agree where possible to co-locate such facilities with school sites in order to consolidate parking and service facilities. Owner and School District may agree to dedicate and co-locate up to five (5) acres as a part of the initial school facility site for use by School District for supply warehouse, school bus storage and maintenance facility purposes. Thereafter, Owner agrees to dedicate the remaining acreage as necessary to meet demand for supply warehouse, school bus storage and maintenance facilities. Owner and School District agree that such facilities may be co-located in five (5) acre increments with three other school sites, as described in Section 6.14 of this Agreement, for use by School District for supply warehouse, school bus storage and maintenance facility purposes. School District agrees to design and construct these facilities in accordance with Section 6.19 of this Agreement.

6.18 Non-Associated Facilities. Owner may consider or may be requested to consider the construction and development of school facilities that are not owned or operated by School District. Such facilities may include private or charter schools, denominational schools, or other school facilities not associated with School District. School District agrees to use its best efforts to plan reservations and dedications of School District sites and construction of School District facilities to complement such non-associated facilities. In addition, School District agrees that any students attending such non-associated facilities shall be recognized and subtracted from any facility demand analysis in conjunction with any student-yield monitoring program prepared by School District.

6.19 Design of School Facilities. School District acknowledges that the Association will create and establish uniform design guidelines for all construction and development within the Planned Community by use of recorded restrictive covenants or pursuant to contractual obligations binding on purchasers of property within the Planned Community. These design guidelines will become a part of any approved tentative or Final PUD Plan approved by County. County agrees to utilize the Association design guidelines, adopted within a Tentative PUD Plan, in the construction of any school facility within the particular PUD plan area.

6.20 Provisions for Utilities and Improvements. Owner will install to the property line, at no cost to the School District, all utility lines to allow acceptable connections meeting the capacity requirements for each school facility site. In addition, Owner will provide, at no cost to School District, all necessary roadway improvements adjacent to a proposed school site to meet access requirements for the school prior to school completion. It is anticipated that, to the extent lawful, grass fields and landscaped areas will utilize treated effluent for irrigation purposes, to the extent there is excess treated effluent remaining available for use after the golf facilities irrigation demands are satisfied.

6.21 Additional School Facilities. In the event that student-yields per household, as generated within the Subject Property and not subject to changing student yield factors as utilized for areas outside the Subject Property, mandate additional school facilities to maintain reasonable class sizes and educational opportunities, Owner shall provide, at no cost to School District, land as described in Section 6.14.

6.22 Compliance. Subject to Section 1.01 and any taxes hereafter enacted by County and not discriminatorily applied (County and Owner acknowledge that taxes enacted by the County on behalf of the

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GID or the Fire District will not be considered a discriminatory tax hereunder), Owner's compliance with the provisions of this Section 6 shall satisfy any and all impositions and requirements now and hereafter to be imposed by County upon Owner for the provision of schools within or pertaining to the lands encompassed by the Planned Community.

SECTION 7

TRANSPORTATION

7.01 Traffic Studies. Owner will prepare and submit to the District and Nevada Department of Transportation (NDOT), as applicable, a Traffic Study acceptable to the District and NDOT for each Tentative PUD Plan submittal. Owner shall be responsible to provide (or agree to provide with adequate assurance of performance in accordance with District's standard practice), at no cost to District, On-Site Improvements (defined below) in conjunction with approval of each Final PUD Plan prior to issuance by County of any grading or building permits for the Final PUD Plan area. Owner shall be responsible to provide, at no cost to District, Off-Site Improvements in accordance with this Section 7. For the purposes of this, Section 7, the following terms shall have the following meanings.

(a) "Off-Site Improvements" means mitigation measures and improvements to the Major Intersections and roadways located outside of the Planned Community as described herein, except the Village Access Roads and improvements required for intersections and roadways immediately adjacent to the Planned Community.

(b) "On-Site Improvements" means mitigation measures and improvements to intersections and roadways located within the Planned Community, improvements required for intersections and roadways immediately adjacent to the Planned Community.

The need and timing of construction for On-Site Improvements and Off-Site Improvements will be established at the time of Tentative PUD Plan approval through a Village Traffic Study and implemented concurrently with development of a Village in order for community access roads to provide the minimum service level of as defined in Section 7.03(a) in accordance with the Highway Capacity Manual, Special Report Number 209, published by the Transportation Research Board, latest edition ("The Highway Capacity Manual"). The mitigation area for each Traffic Study will be established prior to initiation of the Traffic Study by agreement between District and Owner and will be limited to those major roadways as described in Sections 7.02 and 7.03. The Traffic Study shall, in a manner acceptable to District and NDOT:

(a) Identify impacts to the roadway network within the Planned Community including impacts to any Major Street Segment and any Major Intersection, and impacts to the transportation network which are outside of Planned Community, and;

(b) Display all related mitigation measures necessary to such Major Street Segments and at such Major Intersections together with the roadway access needs leading to the Planned Community.

The study shall be consistent with ITE principles and technologies. District may also require additional site-specific traffic studies as may be deemed necessary related to and prior to the construction of any commercial area, school, or other land use that may have time-sensitive traffic impacts or other significant impacts to adjacent traffic patterns. Traffic Studies and all other site-specific traffic studies

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required by a Tentative PUD Plan shall be performed in accordance with District regulations. All Traffic Studies shall identify the construction phasing anticipated for any and all phases of the PUD plan area together with access mitigation acceptable to District, NDOT, and as applicable.

7.02 Mitigation of Off-Site Traffic Impacts. Owner's obligation to improve any roads or construct intersections or other transportation improvements outside of the Planned Community shall be limited to those obligations described in this Section 7.02. County and Owner acknowledge that development within the Planned Community will impact only those rights-of-way owned and maintained by NDOT, including U.S. Route 93 ("US 93") as outlined in Section 7.02(c). County acknowledges that it has no obligation or right to assess an Off-Site Traffic Mitigation Fund Fee for facilities and improvements within these rights-of-way. Owner acknowledges that it has the responsibility for any necessary cost of improvements as required by District. Owner shall cooperate with both District and NDOT in the implementation of such required improvements as set forth in this Section 7.02. Except as expressly provided in this Agreement, Owner shall have no obligation to participate in, pay, contribute, or otherwise provide any further exactions to provide for off-site rights-of-way, facilities or improvements for the road and motor vehicular traffic system within County and District or for any facilities, equipment or physical improvements that are a substitute therefore.

(a) **Minimum Traffic Service Level.** To satisfy its obligations to provide Off-Site Improvements, Owner will be responsible for constructing and funding all Off-Site Improvements as required by County, in order to provide a minimum service level, as defined in The Highway Capacity Manual, for those Major Intersections and roadways as set forth herein. In order to provide and maintain a minimum service level as defined herein, Owner shall be:

(i) Required to implement those Off-Site Improvements required within a Tentative PUD Plan Traffic Study concurrently with development and/or phasing of construction within the associated Tentative PUD Plan area or:

(ii) Subject to District and/or NDOT review and inspection of existing service levels as set forth in Section 7.02(e) as follows:

(1) For any improvements to roadways, intersections or interchanges on US 93 as described in Section 7.04(c), Owner will be responsible for providing a minimum service level of "C" with a maximum service flow rate of 1,900 pc/h/ln (passenger cars per hour per lane).

(2) For any On-Site Improvements to roadways and intersections as described in Section 7.03, Owner will be responsible for providing a minimum service level of "D" as defined in The Highway Capacity Manual.

(b) **Financing of Off-Site Improvements.** County and Owner agree that Owner may use any lawful means necessary in accordance with county, state, or federal law to obtain such funds necessary to timely construct the Off-Site Improvements set forth within this Section 7.02, including but not limited to Owner financing, builder and/or property assessments or mitigation funds, state and/or federal highway funds and financing mechanisms, or any other reasonable financing mechanisms authorized under state law or otherwise. County shall use its best efforts to cooperate with Owner in securing any state or federal funds or other authorizations, which may be necessary in order to obtain financing from institutions other than County.

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(c) Owner's Limitation of Obligations. Owner's obligations to fund Off-Site Improvements are limited to the following traffic impacts associated with the Planned Community:

(i) Any traffic impacts directly associated with the Planned Community that result in improvements along US 93 from the southerly County Line to Owners northernmost property line intersecting US 93 as required by District and subject to each Tentative PUD Plan Traffic Study.

(ii) Any other roadway or interchange that may be required to achieve the minimum level of service as defined in Section 7.03(a).

(d) County agrees:

(i) That Owner will not be responsible for the cost of any Mitigation Project that has been constructed by County or others prior to the time Owner would be required to construct or improve such improvement as demonstrated by a Tentative PUD Plan Traffic Study, and;

(ii) To the extent allowed by law, County will not excuse or defer the requirement for any other development to mitigate its impacts on account of Owner's contingent responsibility for such improvement, provided Owner understands and agrees County may, in its discretion and in accordance with its standard practice, defer obligations of developers who commit contractually with District to contribute to mitigation of impacts at a later date when District determines such mitigation to be warranted or financially feasible.

(e) Review, Maintenance and Cure of Service Levels. Notwithstanding the construction and timing of Off-site Improvements as required by District and included within a Tentative PUD Plan Traffic Study, District and/or NDOT have the right at any time to review and inspect existing service levels at any Intersection or roadway set forth in Section 7.02(c). If District or NDOT find that minimum service levels as set forth in Section 7.02(a) are not being met, Owner shall be required to submit traffic mitigation plans in coordination with NDOT and District within one-hundred-twenty (120) days showing how Owner shall meet minimum service levels as required herein. Such traffic mitigation plans shall provide:

(i) Design and specifications as necessary to bring Off-site Improvements to minimum service levels and;

(ii) A schedule for when required Off-site Improvements will be implemented.

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

(f) Data Collection, Sharing, and Use. Owner, County and District (and each party shall cooperate with and seek the cooperation of NDOT with all such data exchanges) shall provide copies of all actual traffic data collected by any such party to each other party and related to those Off-Site Improvements set forth in Section 7.02(c). County, District and Owner acknowledge the uniqueness of the uses proposed in the CSPUD Code, and that seasonal living and age characteristics within the Planned Community may have a significant impact on traffic and Off-site Improvements. County, District and Owner agree to

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minimize Off-Site Improvements while providing and maintaining the minimum service levels for Off-Site Improvements as defined in Section 7.02(a). County, District and Owner agree that any such actual traffic data collected on these Off-Site Improvements provides a valuable tool for estimating future traffic estimates and may be used by Owner and District as a model for generating any future traffic estimates, Tentative PUD Plan Traffic Studies and traffic mitigation plans.

7.03 Mitigation of On-Site Traffic Impacts. Owner acknowledges it shall be responsible for constructing all internal public and private roadway and funding all costs and expenses associated with their construction as set forth in Section 7.04, including, but not limited to: rights-of-way; drainage facilities; roadway construction; utility installations and modifications; noise attenuation devices; bridging structures; lighting; traffic control equipment and signage; aesthetic improvements; landscaping, and such other features customarily provided in such Planned Community. Except as expressly provided in this Agreement, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exactions to provide for on-site rights-of-way, facilities or improvements for the road and motor vehicular traffic system within County and District or for any facilities, equipment or physical improvements that are a substitute therefore. Development of the Planned Community will not be interrupted as a result of any failure of necessary On-Site Improvements being in place so long as Owner has complied with the terms of this Section 7.

7.04 Ownership and Control of Internal Roadway Network. All roads within the Planned Community will be constructed and maintained by Owner, a homeowner's association, or through special assessments or special districts and other political subdivisions of the state subsequently created under state law. The hierarchy of roadways will be designed and constructed as applicable to meet AASHTO standards or ITE guidelines for roadway improvements. The final design of street configurations and intersections will be established within final PUD Plan approvals to be consistent with the CSPUD Code. Owner agrees to maintain streets, roads and rights-of-way within the Planned Community at no cost to County. Owner may, from time to time, convey any street or roadway to the following entities in accordance with NRS:

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

(b) Transfer to Homeowner's Association. Owner may, from time to time, convey any street or roadway to any Association formed under the provisions of NRS Chapter 116 provided that the Association accepts Owner's maintenance obligations for such street or roadway. The Association, to which Owner conveys title, shall have the exclusive right to program and maintain the use thereof.

7.05 Acquisition of Offsite Rights-of-Way. With respect to rights-of-way outside the boundaries of the Planned Community but necessary for development of the roadways, utilities, or flood control facilities for the Planned Community, County shall use its best efforts to assist (except financially) Owner in obtaining such necessary rights-of-way through acquisition from the Bureau of Land Management or by power of condemnation where authorized by law. With respect to acquisitions requested by Owner which involve consideration or payments of fair market value or just compensation, Owner acknowledges it shall be

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responsible for all such expenses and cost of condemnation, including, but not limited to, severance damages and reasonable attorneys fees; provided, in no event shall Owner be responsible for the cost of acquisition of any right-of-way beyond a one hundred (100) foot wide corridor, unless additional portions of property must be acquired in order to obtain the intended one hundred (100) foot wide corridor. Owner acknowledges County has authority to settle all condemnations entered into at the request of County.

7.06 Jobs-Housing Balance. Owner will use best efforts to develop employment creating land uses in conjunction with residential development in an effort to reduce the length of vehicle trips and enhance air quality.

7.07 Streetscapes. County acknowledges Owner will retain ownership of Streetscape Areas subject to Section 7.06 of this Agreement to allow Owner to maintain landscaping in the Streetscape Areas. Owner or any entity outlined in Section 7.04 of this Agreement shall establish an adequate reserve account to fund the maintenance, removal and replacement of the landscape and irrigation materials within Streetscape improvements.

7.08 Underground Conduit Rights-of-Way Dedicated to the County. If any facility is dedicated to District in accordance with Section 7.04 of this Agreement, District agrees to authorize Owner the right to install underground conduit that shall be under Owner's exclusive ownership and control in all public roadways and rights-of-way in the Planned Community, at Owner's sole cost and expense, for the purpose of the provision of cable TV, video, computer, communication, telephone and similar electronic or communication uses of any kind. The use of such underground conduit by any entity, including Owner, shall at all times be subject to all applicable regulatory and franchising provisions of the County, state and federal government.

SECTION 8

FLOOD CONTROL

8.01 Technical Drainage Studies. Owner shall prepare and submit a technical drainage study reasonably acceptable to the District for each Tentative PUD Plan submittal. Owner shall construct those flood control facilities identified in the technical drainage study, which are necessary for the flood protection of the Planned Community or for mitigation of any downstream flood impacts caused by the development of the Planned Community.

8.02 Flood Control Facilities. All flood control facilities within the Planned Community will be constructed by Owner, an Association, or through special assessments or Special Funding Districts subject to Section 8.06 of this Section. Owner or any entity, subject to this, Section 8, agree to construct and maintain such flood control and drainage facilities identified in the drainage study which are necessary for the flood protection of the Subject Property or for the mitigation of any downstream flood impacts caused by the development of the Subject Property. Each facility must be built in the manner consistent with the District Regulations Manual on or before the facility completion date set forth in the approved Drainage Study for each respective Tentative PUD Plan. Notwithstanding any provisions to the contrary in this Section 8, no building permit (other than construction permits for grading, roadways, utilities, and other improvements or public facilities that are permitted by FEMA and Lincoln County standards within such areas), shall be issued for any structure within a portion of Final PUD Plan within a Flood Control Facility Impact Zone ("Impact Zone") as described herein, until such facilities protecting said Impact Zone are completed as identified in the approved Drainage Study. Owner may obtain building permits at any time for

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facilities and structures to be built in any phase of an area covered by a Final PUD Plan that is located outside areas qualified as Impact Zones. Owner agrees to cooperate with District in the design and treatment of local and regional flood control facilities including, but not limited to, the construction of recreational or other multiple use facilities located within said flood control facility, if approved by District. Owner and the District agree in principle to implement a series of safeguards in order to control floods while minimizing the impact of flood facilities and naturalizing the Pahrnagat Wash Corridor and summarized as follows:

(a) To the maximum extent practical, Owner shall preserve and maintain the first (1st) flow channel within the Pahrnagat Wash. Owner may, from time to time, propose facilities and improvements that do not hinder the flow of frequent storm events (10-year storms or less) within the first flow channel.

(b) To the maximum extent practical, Owner will avoid routing stormwater from the rest of the development into the existing first flow channel to minimize offsite runoff. Owner will design additional flood storage and conveyance facilities within a secondary system of naturalized low flow channels located within the 100-year flood plain. Owner and District agree that additional flow capacities may be carried within a series of appropriately-sized flood control lakes and created wetlands that may be built in conjunction with an Aquifer Recharge Program as described in NRS Chapter 534 to control excess flood flows from the north, west and east, and the backflow condition from the south of the Planned Community. The flood control lakes will be designed with a minimal, yet appropriate, level of free board to allow tertiary storage and conveyance for peak events.

8.03 Additional Flood Control and Development Requirements. Residential and non-residential development within the 100-year floodplain will only occur in Floodway Fringe locations in accordance with FEMA Standards. All onsite facilities and development will be constructed as required to reduce runoff in a manner consistent with FEMA and District regulations.

8.04 Ownership and Control. Owner may, from time to time, upon request, consider conveying any flood control facilities to the following entities in accordance with the Nevada Revised Statutes:

(a) Transfer to Homeowner's Association. Owner may, from time to time, convey flood control facilities to any Association formed under the provisions of NRS Chapter 116 provided that the Association accepts Owner's maintenance obligations for such flood control facilities. The Association, to which Owner conveys title, shall have the exclusive right to program and maintain the use thereof.

(b) Transfer to or Construction by a General Improvement District. County hereby acknowledges that Owner may, from time to time, convey flood control facilities to a General Improvement District ("GID") formed under the provisions of NRS Chapter 318 provided the conveyance is subject to the terms and conditions of NRS Chapter 318 and the General Improvement District Board acknowledges in writing that it accepts Owner's maintenance obligations for such flood control facilities. With respect to flood control facility, the GID, to which Owner conveys title, shall have the exclusive right to program and maintain the use thereof in accordance with NRS Chapter 318.

(c) Transfer to a Political Subdivision of the United States or State of Nevada. Owner may convey flood control facilities to any political subdivision of the State of Nevada or United States provided that the political subdivision accepts Owner's maintenance obligations for such flood control facilities. The political subdivision, to which Owner conveys title, shall have the exclusive right to program and maintain the use thereof.

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(d) Transfer to a Water District. Owner may convey flood control facilities to any Water District formed under the provisions of NRS provided that the Water District accepts Owner's maintenance obligations for such flood control facilities. The Water District, to which Owner conveys title, shall have the exclusive right to program and maintain the use thereof.

(e) Transfer to an Irrigation District. Owner may convey flood control facilities to any Irrigation District formed under the provisions of NRS Chapter 539 provided that the Irrigation District accepts Owner's maintenance obligations for such flood control facilities. The Irrigation District, to which Owner conveys title, shall have the exclusive right to program and maintain the use thereof.

SECTION 9

REVIEW AND DEFAULT

9.01 Frequency of Reviews. As required by NRS Chapter 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term of this Agreement, Owner shall provide and County shall review in good faith, a report submitted by Owner documenting the extent of Owner's and County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. County shall not charge any expense, fee or cost with respect to such review except as provided in the CSPUD Code. If, at the time of review, an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford sufficient time or response. County and Owner shall be permitted an opportunity to be heard before the County Commission regarding their performance under this Agreement in a manner set forth in the Development Agreement Ordinance.

Notwithstanding any provision to the contrary contained in this Section 9.01, Owner and County acknowledge and agree that an initial review of this Agreement shall occur during the period commencing 180 days after the effective date hereof and ending on the day occurring 240 days after the effective date hereof. The purpose of this initial review is to allow County the opportunity to identify and present to Owner any new matter that the County believes has not been addressed in this Agreement and that should be added to this Agreement by amendment. County and Owner shall, in good faith, discuss the matter and seek mutual agreement on satisfactory terms and provisions to address any such matter. In the event County and Owner are unable to mutually agree on a resolution of the matter within 90-days after the expiration of the review period, this Agreement shall terminate and shall be of no further force and effect.

9.02 Procedures in the Event of Noncompliance. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing a courtesy notice stating the reason for noncompliance and any action necessary to correct the noncompliance. Courtesy notices must be delivered in accordance with the provisions of Section 12.08. If after thirty days (30) of the date the courtesy notice is sent the compliance is not corrected to the satisfaction of the complaining party, the party alleging noncompliance may deliver in writing a notice of default. The time of notice shall be measured in accordance with Section 12.08. The notice of default shall include the section of this agreement alleged to be violated, the nature of the alleged default, and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of default letter is pending the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected after thirty days, the following procedures shall apply:

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(a) County Procedures

(i) Intent to Remedy Noncompliance. After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the County, or designee, may do one or both of the following options:

(1) Immediately direct County staff to recommend that all future Final PUD Plan approvals within the Planned Community be conditioned so that the building permits to be issued as a result of those approvals shall not be issued until the default is corrected; or

(2) Issue a letter providing notice of County's intent to set the matter for hearing before the County Commission. The letter shall notify Owner of the action taken. In the event County selects option two (2), County shall give Owner at least seven (7) business day's notice to correct the default before the matter is scheduled for a hearing. The letter notifying the Owner of the hearing shall contain the intended hearing date. The seven (7) business days are measured from the date of delivery of the notice in accordance with Section 12.03.

(ii) Hearing Scheduled. If default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission during their next regularly scheduled Commission meeting.

(iii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by Owner and the default remains uncorrected, the County Commission may authorize the suspension of building permits within the Planned Community or may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any Vested Right in favor of Owner existing or received as of the date of the termination. Owner shall have twenty-five (25) days after the date noticed of the County Commission's decision is filed with the Lincoln County Clerk, to institute legal action pursuant to Section 9.04 hereof, to determine whether the County Commission abused its discretion in determining whether a default existed and remain uncorrected.

(b) Owner Procedures.

(i) After proper notice and the expiration of the above-referenced periods for correcting the alleged default, Owner may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, the County Clerk shall schedule an agenda item to consider the alleged default during the next regularly, and available, scheduled Commission meeting.

(ii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) days after the date notice of the County Commission's decision is filed with the Lincoln County Clerk, to institute legal action pursuant to this Section 9.04 hereof, to determine whether the County Commission abused its discretion in determining whether a default existed and remain uncorrected.

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

(d) Notices. All notices provided for herein shall be sent to the address provided in Section 12 of this Agreement.

9.03 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war; acts of terrorism; insurrection; strikes; walkouts; riots; floods; earthquakes; fires; casualties; acts of God; restrictions imposed or mandated by governmental entities; failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement; enactment of conflicting state or federal laws or regulations; new or supplementary environmental regulations, and litigation or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.

9.04 Institution of Legal Action. County and Owner agree that neither would have entered into this Agreement if either party were liable for, or could be liable for, damages under or with respect to this Agreement. Accordingly, County and Owner may pursue any remedy at law or equity available for breach, except that neither Owner nor County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate for the review of zoning actions. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing as described in this Section 9. If a party desires to present new or additional evidence to the Court, they may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Seventh Judicial District Court, State of Nevada.

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

9.06 Adjustments for Inflation. In the event there is a delay of more than one (1) year in the payment of a contribution required in this Agreement, the amount of the contribution may be adjusted for inflation. If the parties are unable to agree to the adjusted amount, the matter may be set for a hearing before the County Commission, after notice is provided to Owner. After the County Commission conducts a public hearing and considers the evidence presented, it may adjust the amount of the contribution to account for inflation.

SECTION 10

FINANCING

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10.01 County Cooperation in Financing. County expressly acknowledges and agrees that Owner may be required to finance a part of its obligations through private financing in addition to the financing and reimbursement provisions contemplated by this Agreement. County agrees to cooperate with Owner with respect to any such private financing. County will execute and deliver written documentation to any lender or other interested person such documents as may be reasonably requested to acknowledge:

- (a) That County has no lien on the Subject Property as a direct result of this Agreement, and;
- (b) That County shall recognize and allow a lender, which has foreclosed or acquired a portion of the Planned Community from Owner to inure to the rights and benefits of this Agreement as to such property.

County and Owner acknowledge, however, that if a Special Improvement District or General Improvement District is created as contemplated by Section 3.12, such District will constitute or create a lien to secure repayment of the bonds. Nothing herein shall be deemed to relieve Owner of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

10.02 Funding Allocation. County reasonably believes that sufficient funds can be obtained to meet its obligations under this Agreement. In the event, however, that County fails to allocate funds sufficient to meet such obligations, County's obligations to fund, construct or otherwise perform the specifically non-funded obligation shall be excused. In such an event Owner will have the right to terminate this Agreement and all executory obligations of Owner hereunder by written notice to County.

SECTION 11

CONFLICTING LAWS

11.01 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by County, this Agreement shall remain in full force and effect as to those provisions not affected, the conflicting laws or regulations shall not be applied retroactively, and:

- (a) Notice and Copies. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement; and;

- (b) Modification Conferences. The parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement or create a Supplemental development agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

11.02 County Commission Hearings. In the event County believes that an amendment to this Agreement is necessary pursuant to this, Section 11 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the County Commission. The County

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Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. Owner shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 9.

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

SECTION 12

GENERAL PROVISIONS

12.01 Enforcement and Binding Effect. Subject to the limitations of NRS Chapter 278 (and NRS Chapter 278A), this Agreement is enforceable by either party in accordance with its terms notwithstanding any change (which, except for this Agreement would otherwise be applicable) in any of the Applicable Rules. Nothing in this Agreement shall prevent the County from increasing "Cost Based Fees" which are deemed to be administrative fees for issuance of Land Use Approvals, building permits, plan checks, or inspections which are based upon actual costs to the County and which are specified in Chapter 6 of the CSPUD Code.

12.02 Interim Funding. Owner shall provide funding to County in an amount that is equal to the property taxes paid by Owner during each tax year (which amount is in addition to the property tax paid) commencing with the tax year in which this Agreement becomes effective and continuing each tax year thereafter until the tax year in which the first building permit is issued for a structure within the Subject Property. The initial payment shall be due on July 1, 2005, and each annual payment thereafter shall be due on each successive anniversary date until this funding obligation terminates.

12.03 Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the fortieth (40th) anniversary of the Effective Date, unless extended by written Agreement executed by County and Owner.

12.04 Assignment.

(a) Agreement Transfer. This Agreement, including the terms and conditions thereof and except as described in Section 12.04(b) of this Agreement, may be freely transferred or assigned by Owner provided that the County consents in writing to the assignment or transfer, and the County is satisfied that assignee or transferee is financially capable of fulfilling the terms and conditions of the Agreement, and such assignee or transferee assumes in writing all obligations of the Owner hereunder. Upon any such assignment hereunder, the Owner shall be relieved of all obligations and liabilities under or in connection with this Agreement.

(b) Transfer to an Affiliate of Owner. The rights of Owner under this Agreement may be freely transferred or assigned to any entity, partnership or corporation which Owner controls or in which Owner has a combined interest or which controls Owner, provided such entity shall assume in writing all obligations of Owner hereunder and is financially capable of fulfilling the terms and conditions of this Agreement. In

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connection with the transfer or assignment of any portion of the Subject Property to an affiliate of the Owner, Owner shall provide County with written notice of any transfer, conveyance or assignment.

(c) Transfer of Property Not to Relieve Owner of its Obligation. The Owner may assign or transfer lands in any portion of the Planned Community within a recorded subdivision map and such transferee and assignee shall not be subject to the obligations of the Owner as to the portion of the Planned Community so assigned or transferred except as expressly provided herein. Such assignment or transfer shall not relieve Owner of its obligations as to the assigned or transferred portion of the Planned Community unless Assignee assumes such obligation in writing and County consents.

(d) Restrictions on Building Permits. Notwithstanding the above, no successor, assigns and/or transferees will be entitled to the issuance of a building permit by the County if the County determines Owner is not in complete compliance with the Agreement and/or Owner has failed to construct improvements required by the Agreement in a manner satisfactory to the County. Owner agrees to obtain from any and all successors, assigns and transferees written acknowledgment and agreement to the building permit restriction set forth in this section.

(e) In Connection with Financing Transactions. Owner has full discretion and authority to transfer, assign or encumber the Planned Community or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to County.

12.05 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS Chapter 278.0205 and Section 9 of this Agreement, this Agreement may be amended from time to time or canceled but only upon the mutual written consent of the parties hereto, which consent shall not unreasonably withheld or delayed by either party.

12.06 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damages or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Planned Community. Owner agrees to and shall defend County and its officers, agents, employees and representatives from actions for damages cause or alleged to have been caused by reason of Owner's activities in connection with the development of the Planned Community. Owner agrees to indemnify, hold harmless, and provide and pay all costs and attorney's fees for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or action is proximately caused by the intentional or negligent act of County, its officers, agents, employees or representatives.

12.07 Binding Effect of Agreement. Subject to Section 12.03 hereof, the burdens of this Agreement bind and the benefits of this Agreement inure to the parties' respective successors in interest.

12.08 Relationship of Parties. It is understood that the contractual relationship between County and Owner is such that Owner is an independent contractor and not an agent of County for any purpose.

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

To County: Lincoln County
P.O. Box 90
Pioche, NV 89043
Attn: Planning Administrator

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

To Owner: Coyote Springs Investment, LLC
Bank of America Plaza
300 South 4th Street, Suite 1406
Las Vegas, NV 89101
Attn: Robert R. Derck

With a Copy to: Coyote Springs Investment, LLC
6600 North Wingfield Parkway
Sparks, Nevada 89436
Attn: Carl Savely

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

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

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

12.12 Recording Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Lincoln County, Nevada. All amendments hereto shall be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Lincoln County, Nevada. Upon the completion of performance of this Agreement or its cancellation, revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Lincoln County, Nevada.

12.13 Release. Each residential lot or commercial parcel within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any

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instrument of release upon the issuance of a building permit for the construction of a residence or commercial building thereon.

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

12.15 Voluntary Agreement. Owner acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written, as authorized by Ordinance No. 2004-03 of the Lincoln County Code, to be effective on the Effective Date shown below.

COUNTY:

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

By: George T. Rowe
George T. Rowe, Chairman

Attest: Carmine Hogan

THE EFFECTIVE DATE hereof is ~~February~~ ^{June 6,} 2005.

OWNER:

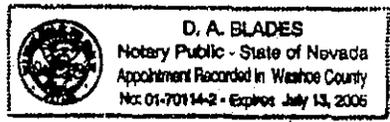
COYOTE SPRINGS INVESTMENT, LLC
a Nevada limited liability company

By: [Signature]
Robert R. Derck, Chief Operating Officer

STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on the 9 day of June, 2005 by Robert R. Derck, Chief Operating Officer of Coyote Springs Investment, LLC, a Nevada Limited Liability Company.

D.A. Blades
Notary Public



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Exhibit A

Legal Description

Township 11 South, Range 63 East, (Lincoln County, Nevada):

All of Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, and 35; Section 13, the South Half (S 1/2); Section 36, the West Half (W 1/2); Sections 19, 30 and 31, all except those portions lying West of the Centerline of U.S. Highway 93.

Township 12 South, Range 63 East, (Lincoln County, Nevada):

All of Sections 2, 3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, 25, 26, 27, 28, 33, 34, 35, and 36; Sections 1, 13, and 24, the West Half (W 1/2); Section 12, the West Half (W 1/2) of the West Half (W 1/2); Sections 6, 7, 18, 19, 29, 30 and 32, all except those portions lying West of the Centerline of U.S. Highway 93.

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Exhibit B

Specific Codes, Ordinances, Rules, Regulations and Official Policies:

(Add Lincoln County Code as Applicable at Effective Date)

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Exhibit C
Concurrent Approvals

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EXHIBIT E

DISPOSAL SITE AGREEMENT

by and between

Norcal Waste Systems of Nevada, Inc.
A Nevada corporation

and

Western Elite, Inc.
a Nevada corporation

October 19, 2006

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DISPOSAL SITE AGREEMENT

This Disposal Site Agreement (as amended, supplemented or modified from time to time, this "Agreement") is made and entered into as of October 19, 2006, by and between the Norcal Waste Systems of Nevada, Inc., a Nevada corporation ("Customer"), and Western Elite, Inc., a Nevada corporation ("Landfill Operator").

RECITALS

WHEREAS, Landfill Operator owns and operates a solid waste landfill know as the Western Elite Landfill, located at Highway 93, Mile Marker 8, in Lincoln County, Nevada ("Western Elite") and more specifically described in Exhibit A attached hereto;

WHEREAS, Landfill Operator has received authorization and permits to operate Western Elite, and certain other associated real property (together, the "Property"), as a Class III Landfill;

WHEREAS, Customer is the exclusive franchisee and holder of that certain agreement with Lincoln County dated October 16, 2006, entitled Franchise Agreement for Exclusive Collection of Solid Waste ("Franchise Agreement");

WHEREAS Customer holds the exclusive right to dispose of Solid Waste generated within Lincoln County and to operate landfills and other related facilities that accept Solid Waste for disposal pursuant to that certain agreement adopted by the Board of County Commissioners for the County of Lincoln, State of Nevada, on October 2, 2006 and dated October 2, 2006, entitled Novation of Exclusive Disposal Site Agreement ("Landfill Agreement");

WHEREAS, Customer desires to dispose of Acceptable Waste that is generated within the Coyote Springs Development and Landfill Operator desires to accept the same for disposal, upon the terms and conditions set forth in this Agreement;

WHEREAS, Customer recognizes the Landfill Operator has the necessary permits and other entitlements to operate the Landfill as an authorized site for the final disposal of Acceptable Waste generated within Coyote Springs Development, so long as Western Elite is capable of receiving such waste.

NOW, THEREFORE, Customer and Landfill Operator agree as follows:

Article I RIGHT TO ACCEPT WASTE

1.1 Subject to the terms of this Agreement, Customer grants to Landfill Operator the exclusive right to accept for disposal Acceptable Waste that is generated within the Coyote Springs Development.

1.2 The right granted by Section 1.1 herein constitutes written consent by Customer to Landfill Operator to accept certain Acceptable Waste generated within Lincoln County, as

described fully in Section 1.1 herein. Except as provided herein, the rights granted by Customer to Landfill Operator under this Agreement shall not operate as a waiver of any rights of Customer created under the Franchise Agreement, the Landfill Agreement, or that might otherwise exist under the law.

Article II DEFINITIONS

2.1 Definitions. Whenever used in this Agreement, the following terms shall have the meanings ascribed below:

(a) “Acceptable Waste” shall mean Solid Waste which can be disposed at Western Elite, consistent with the State of Nevada Disposal Site Permit (Permit No. SW277REV01) issued on May 17, 2006, and the Operating and Design Plan submitted in support of said permit and dated March 2004, as provided in Section 1.1, other than waste material which Landfill Operator finds, in its sole discretion, to pose an unreasonable risk or danger to the operation or safety of Western Elite or the environment. Acceptable waste includes Construction and Demolition Waste.

(b) “Construction and Demolition Waste” shall mean Solid Waste generated by the construction, refurbishing or demolition of buildings or other structures, as provided in NAC 444.585(p).

(c) “Coyote Springs Development” shall mean that certain planned residential and commercial development located in Lincoln County, Nevada, generally located within the boundaries of the following existing Assessor’s Parcel Numbers: 08-201-04, 08-201-05, 08-201-06, 08-201-08, 08-201-15.

(d) “Force Majeure” shall have the meaning ascribed to it in Section 6.2(b).

(e) “Hazardous Material” shall mean any material or combination of materials which, because of its quantity, concentration or physical, chemical or infectious characteristics may either (i) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness or (ii) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. Hazardous Material also includes hazardous wastes as defined under NRS § 459.430 or federal law or regulations promulgated pursuant to any such law, as such law or regulations may from time to time be amended.

(f) “Host Fee” shall have the meaning ascribed to it in Section 4.2.

(g) “Interruption In Service” shall have the meaning ascribed to it in Section 6.2(c).

(h) “Labor Action” shall have the meaning ascribed to it in Section 6.2(b).

(i) “Recyclables” shall mean any Solid Waste, whether source-separated or commingled, (i) which can be processed and returned to the economic mainstream in the form of raw material or products, as determined by the Nevada State Environmental Commission, or (ii) which in Landfill Operator’s judgment can be reused, recycled, salvaged or sold. Without limiting the generality of the foregoing, “Recyclables” includes newspaper, corrugated cardboard, aluminum, Yard Debris, office paper, glass, tin and steel cans, metal, motor oil, plastic, antifreeze and Organic Material.

(j) “Solid Waste” shall mean all putrescible and nonputrescible materials in solid or semisolid form that have been discarded or abandoned by their owner, including without limitation garbage, Recyclables, household waste, rubbish, junk vehicles and parts, junk appliances, ashes or incinerator residue, street refuse, dead animals, construction and demolition waste and debris, commercial waste, industrial waste and refuse, but excluding agricultural waste, mining waste, Hazardous Material and source-separated soil, rock, stone, gravel, unused brick and block and concrete to be used as clean fill.

(k) “Termination Date” shall have the meaning ascribed to it Section 5.1.

(l) “Tipping Fees” shall have the meaning ascribed to it in Section 4.1.

Article III LANDFILL OPERATION

3.1 Obligations of Landfill Operator.

(a) Landfill Operator shall at its expense be responsible for the day-to-day operation of Western Elite.

(b) Landfill Operator shall at its expense be responsible for providing and maintaining all facilities, personal property and equipment necessary to operate, develop and maintain Western Elite.

(c) Landfill Operator shall at its expense be responsible for employing all personnel necessary for, and providing all services incidental to, the business of operating, developing and maintaining Western Elite.

(d) Landfill Operator shall use commercially reasonable efforts to provide waste disposal capacity for all Acceptable Waste generated within Coyote Springs Development for the term of this Agreement.

(e) Landfill Operator shall use commercially reasonable efforts to obtain and maintain, at its expense, all permits, licenses and approvals necessary to operate, develop and maintain Western Elite, shall maintain such permits, licenses and approvals in good standing with all regulatory entities, and shall at all times fully comply with the terms contained therein, as more fully set forth in Section 3.3 of this Agreement.

3.2 Obligations of Customer.

(a) Customer shall not contract for the acceptance, transfer, or disposal of Acceptable Waste generated within Coyote Springs Development at any site other than Western Elite without the written consent of Landfill Operator.

(b) Customer shall cooperate with the activities of Landfill Operator in obtaining, maintaining and amending all permits, licenses and approvals required to operate, maintain and develop Western Elite for the purposes of this Agreement, as reasonably requested by Landfill Operator in connection with this Agreement.

(c) Customer shall enforce, and shall cooperate with Landfill Operator's reasonable efforts to protect, the exclusive rights and privileges granted to Landfill Operator under this Agreement, and shall not take any action that shall impair the rights of Landfill Operator under this Agreement.

3.3 Compliance with Laws. Landfill Operator shall maintain Western Elite in substantial order and repair outside and inside at its sole cost and expense and shall comply with all applicable orders, regulations, rules and requirements, now or hereafter in effect, of the federal, state, County, local or other governmental authorities having the power to enact, adopt, impose or require the same whether they be usual or unusual, ordinary or extraordinary or whether they or any of them relate to environmental requirements or otherwise. Landfill Operator shall timely send to Customer copies of all correspondence with any agency or entity that maintains regulatory authority over Western Elite. Landfill Operator shall have the right, at its own cost and expense, to contest or review by legal proceedings the validity or legality of any law, order, ordinance, rule, regulation, or direction, and during such contest Landfill Operator may refrain from complying therewith, provided that Landfill Operator has obtained an appropriate stay of enforcement or is not otherwise in violation of law as a result thereof. Should Landfill Operator fail to comply with the obligations contained within this Section 3.3 and has not cured such noncompliance within fifteen (15) days after written notice from Customer, Customer may cease deliveries of Acceptable Waste to Western Elite, pursuant to Section 6.2(c).

3.4 Inspection. Landfill Operator shall permit Customer or its authorized representative, at Customer's sole expense, to visit and inspect Western Elite at any time during normal business hours upon reasonable notice of not less than 24 hours, *provided* that such inspections do not unreasonably interfere with the orderly operation of Western Elite.

3.5 Closure and Post-Closure Requirements. Landfill Operator shall comply with all closure and post-closure requirements for Western Elite as required by Nevada law and as set forth in NAC 444.685-444.6859. Specifically, Landfill Operator shall provide to Customer and to County appropriate financial assurances by any means allowed in NAC 444.68525 and shall name County as an additional beneficiary of said financial assurance mechanism.

Article IV
HOST & TIPPING FEES

4.1 Tipping Fees. The tipping fee for all Acceptable Waste generated from the Coyote Springs Development and disposed of by Customer at Western Elite shall be \$7.00 per yard (the "Base Rate"). On January 1, 2007 and annually thereafter during the term of this Agreement (the "Adjustment Date"), the then-current Base Rate, as adjusted under this Section 4.1, shall be automatically adjusted by seventy-five percent of the average annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region, 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"). The rate adjustment under this section 4.1 shall go into effect during the billing cycle for the month in which the Customer receives notice of the adjustment from Landfill Operator. Landfill Operator may also increase the Base Rate for any tax, tariff, fee, assessment or other charge levied or assessed by a government agency on the handling, or disposal of Solid Waste after the Effective Date.

4.2 Host Fee. Within thirty (30) days after the last day of each month, Landfill Operator shall pay to County, on behalf of Customer, a host fee of fifteen cents (\$.15) per cubic yard for all Acceptable Waste originating in Coyote Springs Development and delivered to Western Elite by Customer.

Article V
TERM & TERMINATION

5.1 Term; Termination. This Agreement shall become effective on October 19, 2006 (the "Effective Date") and shall terminate at such time as Customer is no longer Lincoln County's franchisee for collection of Solid Waste for the area including the Coyote Springs Development.

5.2 Prior to the Termination Date, this Agreement may be terminated only:

- (a) by the written consent of Customer and Landfill Operator;
- (b) by and at the option of Landfill Operator, if:
 - (i) Western Elite has reached fully-permitted capacity;
 - (ii) An event of Force Majeure or the effect thereof continues for thirty (30) consecutive days;
 - (iii) Any legal proceeding or government investigation shall be pending wherein an unfavorable judgment, order, decree, stipulation or injunction would prevent Landfill Operator from successfully engaging in the activities contemplated by this Agreement or otherwise make the performance by Landfill Operator of its obligations hereunder commercially unreasonable;

(iv) Any of Customer's representations or warranties were not materially true and accurate when made; or

(v) Customer materially breaches its obligations under Sections 3.2 (Obligations of Customer) and fails to cure such breach pursuant to Section 6.1.

(c) by and at the option of Customer if:

(i) Landfill Operator fails to accept substantially all Acceptable Waste generated in Coyote Springs Development and delivered to Western Elite by Customer in accordance with the terms of this Agreement for a period of thirty (30) days following receipt of written notice by Customer.

(ii) Landfill Operator's gross negligence or willful misconduct results in a material breach of this Agreement and Landfill Operator fails to cure such breach pursuant to Section 6.1;

(iii) Landfill Operator materially breaches its obligations under Section 4.2 (Host Fee) and fails to cure such breach pursuant to Section 6.1;

(iv) Landfill Operator breaches its obligations under Section 3.3. In the event of a breach by Landfill Operator under Section 3.3, the opportunity to cure any such breach shall be fifteen (15) days from receipt of written notice from Customer. Following said opportunity to cure, Customer shall have the right to terminate this Agreement and/or elect to use the provisions for emergency disposal contained in Section 6.2(c); or

(v) The Franchise Agreement is terminated.

5.3 Other Breaches. All other breaches of this Agreement that do not explicitly give rise to a right of termination pursuant to Section 6.1 may be enforced by judicial or administrative order or judgment, as the case may be, but shall not give rights to either party to terminate this Agreement.

Article VI BREACH & FORCE MAJEURE

6.1 Breach. Upon a material breach by a party of its obligations under this Agreement, such party shall (i) cure the breach within ninety (90) days of receipt of written notice from the non-breaching party or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which can reasonably be expected to lead to a curing of the breach (in which case the ninety (90) day period shall be extended for so long as the breaching party is actively and continuously pursuing such a course); *provided, however,* that in the event of the failure of any party to this Agreement to pay the other party or parties any sum or due amount required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) business days of written demand from the non-

breaching party; and *provided further*, that the provisions of this Section 6.1 shall not limit the option available to Customer under Section 5.2(c)(i).

6.2 Force Majeure.

(a) Procedure. If Landfill Operator is rendered unable to perform any of its obligations under this Agreement, in whole or in part, by reason of an event of Force Majeure or the effect thereof, then the obligations of Landfill Operator shall be suspended for the duration of such event of Force Majeure and the effect thereof (but for no longer a period), and such failure to perform shall not be deemed a breach hereunder, and this Agreement shall not terminate and shall remain in effect for such duration (unless Landfill Operator exercises the option available to it under Section 5.2(b)(ii)). At any time that Landfill Operator intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section 6.2, Landfill Operator shall notify Customer as soon as reasonably practical, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.

(b) Definition. “Force Majeure” shall mean: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, insurrection, terrorism, riot, anarchy, civil disturbance or disobedience, sabotage or similar occurrence, or other interference by third parties; (iii) a strike, labor dispute, work slowdown, or similar industrial or labor action (collectively, a “Labor Action”); (iv) an order or judgment (including, without limitation, a temporary restraining order, temporary injunction, permanent injunction, cease and desist order or condemnation) or other act of any federal, state, Customer or local court, administrative agency or governmental office or body; (v) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval; (vi) the adoption or change (including a change in interpretation or enforcement) of any federal, state, Customer or local law, rule, regulation or ordinance after the Effective Date; (vii) the institution of a legal or administrative action or similar proceeding by any person, entity or governmental agency or instrumentality which is reasonably likely to prevent or delay any aspect of the operation or development of Western Elite; (viii) if Landfill Operator is delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Agreement, as may be from time to time adjusted, and any other payments that may become due and owing; or (ix) any other act, event or condition affecting Landfill Operator or Western Elite which is beyond the reasonable control of Landfill Operator or its agents and is not the result of the willful or negligent action or omission of Landfill Operator.

(c) Emergency Disposal. Notwithstanding the provisions of Section 5.2(c), if Landfill Operator fails to accept Acceptable Waste generated within Coyote Springs Development by reason of an event of Force Majeure or the effect thereof or if Landfill Operator fails to comply with the provisions of Section 3.3, then Customer shall have the right to make reasonable and necessary temporary contractual provisions, without the consent of Landfill Operator, for disposal of Acceptable Waste generated within Coyote Springs Development at sites other than Western Elite.

(d) Reimbursement of Costs. During such time that Customer must secure an alternate disposal site(s) pursuant to Section 6.2(c), Landfill Operator shall reimburse Customer for Customer's reasonable and necessary actual direct costs and expenses incurred in providing such Acceptable Waste disposal services. Customer shall invoice Landfill Operator periodically for such costs and expenses, and Landfill Operator shall pay such invoices within five (5) days after receipt thereof.

Article VII REPRESENTATIONS & WARRANTIES

7.1 Representations and Warranties of Customer. Customer represents and warrants to Landfill Operator as follows:

(a) Customer is a corporation duly incorporated, validly existing and authorized to do business under the laws of the State of Nevada with full legal right, power and authority to enter into and to fully and timely perform its obligations under this Agreement.

(b) Customer is duly authorized to execute and deliver this Agreement and this Agreement constitutes a legal, valid and binding obligation of Customer which is enforceable against Customer in accordance with its terms.

(c) Neither the execution or the delivery by Customer of this Agreement nor the performance by Customer of its obligations in connection with the transactions contemplated hereby or the fulfillment by it of the terms and conditions hereof conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to it or materially conflicts with, violates or results in a breach of any term or condition of any order, judgment or decree or any agreement or instrument to which Customer is a party or by which it is bound, or constitutes a default thereunder, including but not limited to the Franchise Agreement and the Landfill Agreement.

(d) There is no action, suit or proceeding at law or in equity before or by any court or governmental authority pending or threatened against Customer in which an unfavorable decision, ruling or finding would materially adversely affect the performance by Customer of its obligations hereunder or other transactions contemplated hereby or that in any way would materially adversely affect the validity and enforceability of this Agreement or the rights of Landfill Operator set forth herein.

7.2 Representations and Warranties of Landfill Operator. Landfill Operator represents and warrants to Customer as follows:

(a) Landfill Operator is a corporation duly incorporated, validly existing and authorized to do business under the laws of the State of Nevada with full legal right, power and authority to enter into and fully and timely perform its obligations under this Agreement.

(b) Landfill Operator is duly authorized to execute and deliver this Agreement and this Agreement constitutes a legal, valid and binding obligation of Landfill Operator which is enforceable against Landfill Operator in accordance with its terms.

(c) Neither the execution or delivery by Landfill Operator of this Agreement nor the performance by Landfill Operator of its obligations in connection with the transactions contemplated hereby or the fulfillment by it of the terms and conditions hereof conflicts with, violates or results in a breach of any law or governmental regulation applicable to it or materially conflicts with, violates or results in a breach of any term or condition of any order, judgment or decree or any agreement or instrument to which Landfill Operator is a party or by which it is bound, or constitutes a default thereunder.

(d) All corporate action has been taken which is required for the valid execution and delivery by Landfill Operator of this Agreement or the performance by Landfill Operator of its obligations hereunder.

(e) Landfill Operator currently owns five (5) acres of land which may satisfy the purposes set forth in Section 8.14, and at such time as County designates, shall negotiate in good faith to enter into a long-term lease agreement with Customer for those purposes.

(f) Except for the Consent Decree with NDEP, there is no action, suit or proceeding at law or in equity before or by any court or governmental authority pending or threatened against Landfill Operator in which an unfavorable decision, ruling or finding would materially and adversely affect the performance by Landfill Operator of its obligations hereunder or any other transaction contemplated hereby or that in any way would materially adversely affect the validity or enforceability of this Agreement.

7.3 Survival of Representations and Warranties. The representations and warranties of the parties contained in this Agreement shall survive the date hereof and shall expire upon termination of this Agreement. Neither Customer nor Landfill Operator shall have any liability whatsoever with respect to any such representations or warranties after the survival period for such representation and warranty expires.

Article VIII MISCELLANEOUS

8.1 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Nevada, without regard to choice of law provisions.

8.2 Indemnification. Landfill Operator shall defend, indemnify and hold harmless Customer and its agents, servants and employees from and against any and all claims, damages or losses claimed by any third party arising out of or resulting from (i) the negligence or willful misconduct of Landfill Operator or its agents, servants or employees in performing services under this Agreement, or (ii) the failure of Landfill Operator and its agents, servants or employees to comply with the provisions of this Agreement, unless such claims, damages or

losses are attributable to the negligence, misconduct or omission of Customer or its agents, servants or employees.

8.3 Arbitration. Any controversy, claim, counterclaim or dispute arising out of or relating to this Agreement, or the breach thereof, unless otherwise settled, shall be decided by binding arbitration pursuant to NRS 38.206 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8.4 Attorneys' Fees. In any legal proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and out-of-pocket costs, in addition to any other relief to which such party may be entitled.

8.5 Entire Agreement. This Agreement, including all exhibits hereto and documents delivered herewith, constitutes the full and complete understanding and agreement of the parties with respect to the subject matter hereof.

8.6 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (i) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (ii) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.7 No Implied Waiver. No failure to exercise, delay in exercising or partial exercise of any right or remedy hereunder shall operate as a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall operate as a waiver of any other provision (whether or not similar), nor shall it operate as a continuing waiver, unless so provided in writing by the waiving party.

8.8 Amendment; Waiver. Except as otherwise provided herein, this Agreement may be modified or amended, and any provision hereof waived, either generally or in a particular instance and either retroactively or prospectively, only by the written consent of the parties hereto.

8.9 Assignment. This Agreement may not be assigned by either party either voluntarily or by operation of law without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, *provided, however*, that no such consent shall be required for Customer to assign this Agreement in whole or in part to any entity controlling, controlled by, or under common control with Customer.

8.10 Successors and Assigns. The terms and conditions of this Agreement, and any consents or stipulations hereunder, shall inure to the benefit of and be binding upon the respective permitted successors and assigns of Customer. Customer shall make it a condition of transfer that the purchaser or transferee to be bound by this Agreement and for failure on the part of Customer to require its successor to be bound, the Customer shall remain liable to the other party for all of the rights and liabilities of this Agreement.

8.11 Document Disclosure. To comply with its obligations under this Agreement, Landfill Operator shall provide to Customer audited financial statements and documentation that verifies the tonnage of Acceptable Waste received at Western Elite, verifies the Host Fee payment(s) to the County for Acceptable Waste received at Western Elite pursuant to this Agreement. Landfill Operator shall have no other financial disclosure requirements under this Agreement.

8.12 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic facsimile if sent during the normal business hours of the recipient, or if not, then on the next business day, (iii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All such notices shall be sent to the party to be notified at the address set forth below or at such other address as such party may designate by ten (10) business days advance written notice given in accordance with this Section 8.12.

If to Customer: Norcal Waste Systems of Nevada, Inc.
160 Pacific Avenue, #200
San Francisco, California 94111

If to Landfill Operator: Western Elite, Inc.
6345 E. Bonanza Road
Las Vegas, Nevada 89110

8.13 Further Assurances. Each party shall execute and deliver such additional instruments, documents and filings and shall take such other actions as shall be necessary, or shall otherwise be reasonably requested by the other party, to confirm and assure the rights and obligations of the parties provided for in this Agreement or otherwise to carry out the intent and purposes of this Agreement.

8.14 Special Terms. As consideration for the benefits to Landfill Operator contained in this Agreement, Landfill Operator agrees to, at no cost to Customer, identify and set aside five (5) acres of land at Western Elite for Customer to design, build and operate a material recovery facility and/or transfer station. At such time as the County, through its rate-making process, determines that such material recovery facility and/or transfer station is commercially reasonable, Landfill Operator shall enter into a long-term lease agreement with Customer, on such terms as the parties, in good faith, shall negotiate at that time, for the identified five (5) acres of land; *provided however*, that the monthly rent to be charged for the identified land shall be \$500 per month adjusted annually for any increases in the CPI-U. This special term shall survive until the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Disposal Site Agreement as of the date first written above.

CUSTOMER

LANDFILL OPERATOR

Norcal Waste Systems of Nevada, Inc.

Western Elite, Inc.

By: _____

By: _____

Name: George P. McGrath

Name: Ryan Williams

Its: Senior Vice President

Its: President

Consented to by Lincoln County, Nevada:

By: _____

Name: George T. Rowe

Its: Chairman, Board of County Commissioners

EXHIBIT A

Description of Property

THE EAST HALF (E1/2) AND THE EAST HALF (E1/2) OF THE WEST HALF (W1/2) OF SECTION 24, AND THE EAST HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 62 EAST, M.D.B.&M., LINCOLN COUNTY, NEVADA.

EXCEPTING THEREFROM SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 62 EAST, M.D.B.&M., LINCOLN COUNTY, NEVADA

EXHIBIT F

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Pardee Homes gives up land in long-stalled Coyote Springs project

By [Eli Segall \(contact\)](#)

Wednesday, July 23, 2014 - 2 a.m.

727



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Coyote Springs, the stalled mega-development launched by disgraced lobbyist Harvey Whittemore, now has even slimmer odds that homes will sprout after an unlikely owner took charge of some of the property.

Pardee Homes, the project's lead residential builder, recently gave up control of roughly 2,500 acres there to its former parent, timber dealer Weyerhaeuser Co., amid a corporate buyout.

Weyerhaeuser this month sold its homebuilding division to Tri Pointe Homes of Irvine, Calif., in a \$2.8 billion deal. The division included Pardee, one of the valley's largest builders.

Pardee began assembling land at [Coyote Springs](#) — 60 miles north of the Strip — during the bubble last decade but didn't build a single house, said Klif Andrews, Las Vegas division president.

In late June, about a week before the Tri Pointe sale closed, Weyerhaeuser's corporate offices took control of the property, county records show.

Andrews signed off on the deal and confirmed that Pardee transferred the land.

Keeping a few thousand acres in the middle of nowhere in the Nevada desert, in a busted project whose land surely plunged in value since the boom years, seems like a head-scratcher for Weyerhaeuser.

But perhaps no one else wanted the property.

"They bought it and can't get rid of it," said Dennis Smith, president of Las Vegas-based Home Builders Research. "Who's going to buy it?"

Weyerhaeuser, with a stock market value of \$19 billion, is based in Washington state and owns or controls nearly 7 million acres of timberlands. It sells raw timber; wood products such as plywood and hardwood lumber; and cellulose fibers like fluff pulp and liquid packaging board.

Persuading a builder to take the Nevada property off its hands seems impossible, too.

During the housing bubble, developers, backed by easy financing, set out to build massive residential projects in rural areas an hour or more from Las Vegas, including in Pahrump and in Golden Valley, Ariz. But many of those projects flopped when the economy collapsed, with developers quitting mid-construction or not building homes at all.

Today, Las Vegas' homebuilding sector has recovered from the depths of the recession, but it's not booming. Moreover, practically all home construction in Southern Nevada is in the Las Vegas Valley, not in sparsely populated or uninhabited fringes such as Coyote Springs.

"The water rights are the most valuable thing out there," Smith said.

Weyerhaeuser spokesman Greg Miller said he is not aware of any plans for the land, and he could not confirm why the company wanted it.

Tri Pointe spokeswoman Carol Ruiz was unaware of the property and would not immediately comment.

Asked if any homes are planned for the area, Emilia Cargill, general counsel for Coyote Springs project developer Wingfield Nevada Group Holding Co., said her group is waiting for infrastructure to be completed. But, she added, that work is subject to litigation, and she can't comment on the group's legal cases.

Business 43,000 acres, roughly twice the size of Summerlin, Coyote Springs called for 159,000 homes and a dozen or so golf courses, as well as retail, schools and emergency services.

Real Estate **Whittemore** a once-powerhouse lobbyist in Carson City, reportedly bought the property, which straddles Clark and Lincoln counties, in 1998. He brought in investors, including businessmen brothers Thomas Seeno and Albert Seeno Jr., but the project went nowhere.

Extras Besides site work such as utilities, the only thing built at Coyote Springs is a Jack Nicklaus-designed golf course, which opened in 2008. Satellite imagery online shows dozens of undeveloped residential lots on the course and little else.

Notes Whittemore sold his stake in Wingfield in 2010, and a few years later, he and his former partners sued each other over the project with accusations of embezzlement, racketeering and extortion, according to news reports. They settled out of court.

Latest Issues **Digital Edition** Federal grand jury meanwhile, indicted Whittemore in June 2012 on charges that he funneled illegal campaign donations to a member of Congress — later identified as Sen. Harry Reid — and lied to FBI agents about it. He also was accused of causing false statements to be made to the Federal Election Commission.

Last year, a jury found him guilty on three of four counts, and a judge sentenced him to two years in prison and fined him \$100,000.

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 **alanlujan** Oil Oil Oil, Jul 23, 2014

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 **StarAliMistriel** Or maybe natural gas, Alan. Jul 25, 2014

Like Reply

 **Danutz** its a modern day ghost town Jul 23, 2014

1 Like Reply

 **topangalooza** 60 miles north... Jul 23, 2014

Sell it to the USAF so Nellis can use it for a bombing range...

Like Reply

 **StarAliMistriel** Topangalooza: Jul 23, 2014

Coyote Springs is close to scattered ranches in the area, and mini oasis. A smart developer would promote off road racing, remote controlled vehicles and boats competitions, and equestrian events out there given the limited development. They could hire me, I know what to do!

1 Like Reply

 **topangalooza** Jul 23, 2014
@StarAliMistriel Is there an actual water source? If so, then some low density solar community might work. I am not a fan of these 118 degree horse compounds....not even a little.

EXHIBIT G

, 2015

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Electricity will flow to Coyote Springs, but there are still no homes to power



Courtesy of Coyote Springs

Coyote Springs Golf Course is the only completed element of the 43,000-acre Coyote Springs project.

By [Conor Shine](#) (contact) 

Wednesday, Aug. 22, 2012 | 2 a.m.

[Coyote Springs](#)



[Launch slideshow »](#)

There are no homes yet at the 43,000-acre Coyote Springs development 50 miles north of Las Vegas, but starting today, the troubled multibillion-dollar project will at least have power.

Local officials will gather there this morning to flip the switch on a new electrical substation. It will mark the first sign of progress in several years for the stalled project, which has been delayed by the recession and legal issues.

The substation will provide electricity to the Coyote Springs Golf Course, which has been powered by diesel generators and is the only existing feature at the development. It also will power future homes — if they ever get built.

Sam Singer, a spokesman for developer Wingfield Nevada Holding Group, said powering up the substation is a sign that the project is “back on track.” Bringing electricity to the development will allow for the completion of water and sewage treatment plants, which are needed to bring homes and residents to the area, he said.

The vision for [Coyote Springs](#) was hatched more than a decade ago when the valley’s real estate market was booming. Initially led by powerful lobbyist and developer Harvey Whittemore, the project called for a master-planned community of 159,000 homes, as well as retail, schools, emergency services and more than a dozen golf courses. The development was planned for 67 square miles — nearly twice the size of Summerlin — in a scenic desert area nestled among three mountain ranges on the border of Clark and Lincoln counties one hour north of Las Vegas.

Whittemore helped guide the project through several hurdles, including getting permits from federal agencies that held interests in the land. Then, the housing market crash stalled the project indefinitely.

Whittemore resigned from Wingfield Nevada Holding Group and sold his interest in 2010. In January, the [company filed suit](#) against him, alleging he embezzled tens of millions of dollars from the project.



Courtesy of Coyote Springs

A photo of Coyote Springs Golf Course, the only completed element of the 43,000 acre Coyote Springs project, which the developer says will one day include 159,000 homes. Local officials will flip the switch on a new electrical substation at Coyote Springs, located 50 miles north of Las Vegas, on Wednesday, Aug. 22, 2012, which will enable further development of the project.

That case will be tried in Clark County District Court in May. Whittemore also faces unrelated federal charges [accusing him of campaign law violations](#) and lying to investigators. He has pleaded not guilty.

With Whittemore gone, his partners in the project, brothers Thomas Seeno and Albert Seeno Jr., have taken full ownership of Coyote Springs, which also is [embroiled in litigation](#) with Pardee Homes. Wingfield Nevada Holding Group alleges that Pardee Homes reneged on an agreement to complete infrastructure improvements to prepare the site for the construction of homes.

Further development can't occur until the legal issues are ironed out, but Singer said Wingfield Nevada Holding Group is confident it will reach a resolution with Pardee Homes.

But even if the court cases are resolved, Coyote Springs still faces the challenge of selling the project. Singer said it will still be years before homes are built at Coyote Springs, and the community will take decades to grow to full capacity.

Still, Singer is hopeful that will happen.

Coyote Springs "is very strongly positioned," he said. "The economy is starting to move in the right direction again. In that sense, it's the perfect time to be at this stage in development to catch the next wave of homebuyers."

EXHIBIT H

CHAPTER 2
INTRODUCTORY PROVISIONS

SECTION:

- 13-2-1: Title
 13-2-2: Purpose
 13-2-3: Organization And Use Of Title
 13-2-4: Types Of Applications
 13-2-5: Review Procedure
 13-2-6: Authority
 13-2-7: Scope And Interpretation
 13-2-8: Separability

13-2-1: **TITLE:** This title shall be known as the *LINCOLN COUNTY PLANNING AND DEVELOPMENT CODE*. (Ord. 2005-10, 1-3-2006)

13-2-2: **PURPOSE:**

- A. The provisions of this title are intended to regulate the use of land and the division of same into separate interests for the purpose of protecting the public health, safety, convenience and general welfare of the residents of the county. The title is adopted in accordance with and in order to further the implementation of the county master plan and such other plans, policies, and studies designed to promote the orderly growth of the county and its communities.
- B. Among other purposes, this title is specifically adopted to preserve air and water quality; conserve open space and agricultural resources; protect natural and scenic resources from unreasonable impairment; provide for recreational needs; protect life and property from flooding and other natural hazards; preserve historic sites and structures; and to ensure that development is commensurate with the character and physical limitations of the land. Further, this title is designed to ensure that the timing, location and nature of new

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development takes into account the immediate and long range financial impacts of proposed uses; supports the county's development of a timely, orderly and efficient arrangement of public facilities, services and transportation; and enhances achievement of the county's economic development goals.

- C. Regulations pertaining to the subdivision of land are additionally intended to ensure conformance with public improvement requirements of the county, establish standards to encourage well planned development, to improve land records and land survey monuments, and to safeguard the interest of the public and the subdivider and provide consumer protection for the purchaser of lots. (Ord. 2005-10, 1-3-2006)

13-2-3: **ORGANIZATION AND USE OF TITLE:** This title replaces the previous provisions of the county zoning and subdivision ordinance, and incorporates special development regulations pertaining to resource development, historic, flood hazard, manufactured homes, and other reviews. The title includes a procedures section which serves zoning, subdivision and special reviews. It also permits simultaneous processing of more complicated applications which may involve more than one application. (Ord. 2005-10, 1-3-2006)

13-2-4: **TYPES OF APPLICATIONS:**

- A. There are several zoning, subdivision, and special applications required by this title. The zoning regulations of this title, in general regulate and restrict the erection, construction, reconstruction, alteration, repair and use of buildings, structures or land. The zoning regulations, chapter 5 of this title, designate land use districts which provide for permitted and conditional uses and establish density, height, setback, and parking requirements. Special permits are as required for:

1. Planned Development Units: A review in which development may vary the strict provisions of the zone district and subdivision regulations through a review procedure in order to promote better site design and integration of the development with the surrounding development;

2. Conditional Uses: A review of uses which may be permitted in a zone district only after review by the planning commission and board

of county commissioners for compatibility with other uses in that zone;

3. Variances: A review for a variance from the zoning provisions of this title where, by reason of extraordinary conditions, the strict application of these regulations would result in practical difficulty or hardship to the owner;

4. Change In District Boundaries And Classification: Change in district boundaries and classification of an area from one district to another, the revision of any of the requirements of a certain district or the change in boundaries of any district.

- B. The subdivision regulations, chapter 17 of this title, generally provide for the division of land or interests in land into two (2) or more separate interests. A full subdivision review is required for any land, vacant or improved, which is divided or proposed to be divided into five (5) or more lots, parcels, sites, units, or plots, for the purpose of any transfer, development, or any proposed transfer or development unless exempted by Nevada Revised Statutes section 278.320. There are also statutorily mandated review procedures for the division of land into four (4) or fewer interests (parcel map) and for the division of land into large parcels. Review of all of these applications is intended to ensure the orderly development of land in accordance with the standards of design and improvement set by the county. The reviews of chapter 17 of this title include:
1. Full subdivision. The preliminary (tentative map) and final reviews of a subdivision to determine its compliance with county and state (final map) standards and platting requirements;
 2. Parcel map. The review of the division of land for transfer of ownership or development into four (4) or fewer lots or interests;
 3. Division of land into large parcels. A division of land into parcels of not less than forty (40) acres nor greater than six hundred forty (640) acres;
 4. Amendment of plats;
 5. Vacation of plats.
- C. Special development regulations provide for regulations which supplement the zoning and subdivision regulations of this title. In general, these regulations deal with especially sensitive areas or

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matters and help to implement special policies of the Lincoln County master plan. Included in this title are standards and procedures for the review of resource development activities, flood hazards, mobile home subdivisions and parks and historic districts and structures. (Ord. 2005-10, 1-3-2006)

13-2-5: **REVIEW PROCEDURE:** The review procedure for applications is specified in articles 17C and 17D of this title. The procedure consists of three (3) steps of review: a preapplication conference, step 1 planning commission review, and step 2 board of county commissioners review. The preapplication conference is recommended but not mandatory for all applications in order to give the applicant guidance as to review procedures and the standards against which the application will be reviewed. A step 1 review is the only review required for a historic design district review, special use, variance, change in district boundary or classification, or parcel map review. A full subdivision and PUD application require step 1 and step 2 reviews. Variations in public notice and hearing requirements or other procedural matters are specified for each application. (Ord. 2005-10, 1-3-2006)

13-2-6: **AUTHORITY:** The county is authorized by law to regulate the zoning, planning and subdivision of land by chapter 278 of the Nevada Revised Statutes, 1993. This title is adopted pursuant to chapter 278. (Ord. 2005-10, 1-3-2006)

13-2-7: **SCOPE AND INTERPRETATION:**

- A. This title shall apply to all public and private lands situated within the unincorporated portions of the county.
- B. In their interpretation and application, the provisions of this title shall be regarded as the minimum requirements for the protection of the public health, safety and welfare. Whenever a provision of this title, or any other law, rule, contract, resolution or regulation of the state, federal government or the county, contain provisions covering the same subject matter, the more restrictive or higher standards shall apply.
- C. If any ambiguity exists with reference to the provisions of standards or policies of this title, it shall be the duty of the planning commission to interpret the provisions. The planning commission shall ascertain

13-2-7

13-2-8

all pertinent facts concerning the intent and purpose of the provisions of this title, and set forth its findings and reasons. Its approval shall be final, and its interpretation shall prevail. A record of such resolutions shall be kept with the county clerk. (Ord. 2005-10, 1-3-2006)

13-2-8: **SEPARABILITY:** Any determination of illegality relating to a provision of this title shall have no bearing on the effectiveness of the remainder of the title. (Ord. 2005-10, 1-3-2006)

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CHAPTER 5

ZONING

ARTICLE J. M2 HEAVY MANUFACTURING DISTRICT

SECTION:

- 13-5J- 1: Purpose And Intent
- 13-5J- 2: Uses Permitted
- 13-5J- 3: Uses Permitted Subject To Special Use Permit
- 13-5J- 4: Building Height
- 13-5J- 5: Front Yard
- 13-5J- 6: Side Yard
- 13-5J- 7: Rear Yard
- 13-5J- 8: Lot Area And Width Requirements
- 13-5J- 9: Distance Between Buildings On Same Lot
- 13-5J-10: Uses Prohibited

13-5J-1: **PURPOSE AND INTENT:** The M2 heavy manufacturing district is intended to provide areas for the development and operation of industrial and manufacturing uses. (Ord. 2005-10, 1-3-2006)

13-5J-2: **USES PERMITTED:** In the M2 heavy manufacturing district, no building or structure shall be erected which is arranged, intended or designed to be used for other than one or more of the following uses:

Any use permitted in the M1 light manufacturing district, except residential uses.

Any of the following industrial, manufacturing, wholesale and storage uses:

Alcohol and alcoholic beverages manufacture.

Blast furnaces.

Boiler or tank works.

Brick, tile or terra cotta products manufacture.

Building materials manufacture.

Cement and lime manufacturing.

Creosote treatment or manufacture.

Feed mills.

Mining and mill operations.

Ore reduction.

Paints, oil, shellac, turpentine or varnish manufacture.

Paper manufacture.

Petroleum products manufacture.

Petroleum refining and reclaiming plants.

Plastic manufacture.

Quarry or stone mills.

Rock, sand and gravel excavating, crushing and distribution.

Rubber manufacture.

Sawmills.

Soap manufacture.

The accessory buildings and structures necessary to such permitted uses located on the same lot or parcel of land.

Other uses similar to the above which are determined by the planning commission to be consistent and compatible with the other uses permitted within the district. (Ord. 2005-10, 1-3-2006)

13-5J-3: **USES PERMITTED SUBJECT TO SPECIAL USE PERMIT:**
The following additional uses may be permitted subject to securing a special use permit in each case as provided for in chapter 8 of this title:

Acid manufacture.

Ammunition manufacture.

Chemical manufacture.

Commercial stockyards and animal slaughter.

Curling, tanning and storage of rawhides or skins.

Dumps and refuse disposal areas.

Explosives manufacture or storage.

Fat rendering.

Fertilizer manufacture.

Incinerators.

Junk, salvage or auto wrecking yard.

Recycling facilities and operations involving use, recovery or residue of hazardous materials and/or wastes.

Residential use, if occupied by an owner or employee acting as the manager or caretaker of the business.

Rocket fuel manufacture, testing and/or storage.

Sewer farms or sewage disposal plants. (Ord. 2005-10, 1-3-2006)

13-5J-4: **BUILDING HEIGHT:** Six (6) stories and not to exceed seventy five feet (75'). (Ord. 2005-10, 1-3-2006)

13-5J-5: **FRONT YARD:** There shall be no front yard required. (Ord. 2005-10, 1-3-2006)

CHAPTER 9
VARIANCES

SECTION:

- 13-9- 1: Granting Variances
- 13-9- 2: Application; Procedure
- 13-9- 3: Application; Public Record
- 13-9- 4: Fees; Variance, Special Use Permit Exceptions
- 13-9- 5: Hearing; Notice
- 13-9- 6: Action Of Planning Commission
- 13-9- 7: Final Decision Effective Date
- 13-9- 8: Reapplication
- 13-9- 9: Permit Expiration
- 13-9-10: Permit Extension

13-9-1: **GRANTING VARIANCES:** A variance to the provisions of this title may be granted by the planning commission in accordance with the provisions of this chapter where by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of enactment of the regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of such regulations enacted under this title would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property. Such relief from the strict application of the regulations of this title, however, may only be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution and under such conditions as such board may deem necessary to assure that the general purpose and intent of this title will be observed, public safety and welfare secured and substantial justice done. (Ord. 2005-10, 1-3-2006)

13-9-2: **APPLICATION; PROCEDURE:** The application for a variance or a special use permit as provided herein shall be made to

the planning commission on forms furnished by the commission. Such applications shall be accompanied by the following data and information:

- A. Site development plan, drawn to scale to include building dimensions of existing and proposed structures, setback dimensions, yards and open space dimensions, parking space dimensions, location and size of signs, location of landscaping and such other information as may be necessary;
- B. Floor plan, drawn to scale to indicate size of building and total square footage of buildings, if appropriate for the project;
- C. Rendered elevation to indicate the architectural appearance of proposed buildings, if appropriate for the project. (Ord. 2005-10, 1-3-2006)

13-9-3: **APPLICATION; PUBLIC RECORD:** From the time of filing of such application, the application, together with all plans and data submitted, shall become a part of the permanent records of the planning commission and shall be available for public inspection in the commission's office. (Ord. 2005-10, 1-3-2006)

13-9-4: **FEES; VARIANCE, SPECIAL USE PERMIT EXCEPTIONS:**
The planning commission shall charge and collect a fee for the filing of a variance application or special use permit application, the charge being due and payable at the time of filing:

- A. Fees will be on file in the county planning office and may be adjusted as necessary by action of the board of county commissioners.
- B. The fee may be waived, at the discretion of the planning commission, for any nonprofit organization or political entity which is the owner of record of the property involved in a special use permit or variance application. (Ord. 2005-10, 1-3-2006)

13-9-5: **HEARING; NOTICE:** Upon receipt in proper form of any application, the planning commission will hold a public hearing thereon. A notice of time and place of hearing, a description of the property involved and the purpose of the hearing shall be sent to each owner of property within a minimum distance of three hundred feet (300') of

the exterior boundary of the lot or parcel of land described in such application. If it is deemed advisable, the planning commission shall also cause the notice to be published once in a newspaper of general circulation in the county not less than ten (10) days nor more than thirty (30) days prior to the meeting. For the purpose of this section, "property owner" means that owner shown upon the latest assessment rolls of the county. (Ord. 2005-10, 1-3-2006)

13-9-6: ACTION OF PLANNING COMMISSION:

- A. At the conclusion of the hearing, the planning commission shall take such action thereon as it deems warranted under the circumstances and shall announce and record its action by formal resolution and such resolution shall recite the findings of the planning commission upon which it bases its decision. This decision shall be final, subject only to the appeals process. (Ord. 2005-10, 1-3-2006)

13-9-7: FINAL DECISION EFFECTIVE DATE: The decision of the planning commission shall not become final and effective until seven (7) days after the decision is entered in the minutes of the meeting. No permits shall be issued concerning the property in question until the decision becomes final. (Ord. 2005-10, 1-3-2006)

13-9-8: REAPPLICATION: No person, including the original applicant, shall reapply for a similar special use permit or variance on the same land, building or structure within a period of six (6) months from the date of the final decision by the planning commission of such previous application. (Ord. 2005-10, 1-3-2006)

13-9-9: PERMIT EXPIRATION: Each special use permit or variance authorized under the provisions of this chapter which is not actually established or the actual construction commenced on the buildings or structures within six (6) months from the date of the final decision is null and void. In the event some construction work is involved, it must actually commence within the stated period and be diligently prosecuted to completion. A lapse of work for a period of three (3) months will be sufficient to cause the invalidity of the permit; provided further, when any use of land, building, structure or premises established under the provisions of this chapter has been discontinued for a period of one year, it is unlawful to again use such land or building or premises for such discontinued use

13-9-9

13-9-10

unless a subsequent special use permit or variance is authorized. (Ord. 2005-10, 1-3-2006)

13-9-10: **PERMIT EXTENSION:** Extensions of time may be granted by the planning commission, if requested by the property owner of record not less than seven (7) days prior to the expiration date of the date of the final decision. (Ord. 2005-10, 1-3-2006)

EXHIBIT I

MASTER PLAN

FOR

LINCOLN COUNTY, NEVADA

Adopted on September 4th, 2007

*Proposed Amendments for public hearing were held on
August 6th and 20th 2007 for the
Lincoln County Board of Commissioners*

*Recommended for approval with modifications on
July 17th, 2007 by the Lincoln County Planning Commission*

Recommended on July 16th by the Alamo Town Board

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INTRODUCTION

What is the Lincoln County Master Plan?

The Lincoln County Master Plan has been developed in cooperation with the Lincoln County Board of County Commissioners, the Lincoln County Planning Commission, the established Town Boards and the residents of Lincoln County. The Master Plan guides the county's growth, management of natural resources, provision of public services and facilities and the protection of the public's health, safety and welfare. The Master Plan is implemented by its policies, which are directly linked to, and consistent with, the zoning and land division ordinances.

Why is an update of the Plan needed?

Lincoln County is faced with unprecedented growth in its future. Close to 44,000 acres of new development is expected within the next 10-30 years. An additional 90,000 acres of land will be made available for private disposal throughout the county near existing communities through recent federal legislation. This could result in over 130,000 acres of private lands facing development in a county where there is now only approximately 148,000 acres of private lands on the tax base. Two areas in particular are being proposed for large scale planned developments; Coyote Springs Valley and the Toquop Area north of Mesquite.

The implications for Lincoln County are massive. A current population of roughly 4400 residents could swell to over 200,000 people within 20 years. Coyote Springs alone includes up to 110,000 units. Much of this growth stems from nationwide forecasts showing the Southwest (especially Nevada) to continue to be a top relocation destination. Closer to home, many in the Las Vegas area are seeking the amenities or a rural setting with a slower pace of life that Lincoln County affords. Lincoln County's private land base on its southern boundary and within the close proximity of Clark County will soon be meeting demands for this new population and ensuing development. A wide variety of strategies must be used to serve this population, maintain the rural qualities of the county and promote progressive fiscal and land use policies. The current master plan was last amended in 2001. Since then several proposed large scale projects and increased growth from the Las Vegas area has necessitated changes to the master plan.

In 2004 the Lincoln County Conservation, Recreation and Development Act was signed into law. The legislation was intended to serve both the needs of Lincoln County and its limited tax base through public land disposals as well as urban needs for utility corridors through the county to serve Clark County. In addition, the act provided for new wilderness areas, additions to several state parks and a variety of other land use needs. The act also authorizes the sale up to 90,000 acres of public lands through public auction within areas identified as suitable for disposal and 15,000 acres for new parklands. This master plan update will address changes in land use with new policies in existing, developed private lands as well as future land disposal areas.

Why is Lincoln County adopting this plan?

- Prepare for the future.
- Accommodate the present.
- Anticipate change.
- Maximize community strengths.
- Meet a legislative requirement
- Secure a sense of community coordination
- Deal with scarce resources
- Build a sense of community
- Provide for the publics' health, safety and welfare
- Maintain rural amenities/lifestyle
- Develop public facilities to meet public demands

What will the Master Plan do?

For the public good:

- Provides direction for the county on policy decisions
- Serves as repository for county policy
- States the County's values, goals and objectives
- Becomes a policy guide for physical development
- Provides a strong legal basis for land use decision-making
- Uses public resources more efficiently and effectively
- Avoids decisions that serve only special interests
- Discourages isolated decision-making

For economic development and the environment:

- Projects future land and public facility requirements.
- Ensures that adequate public services and facilities are available for future growth.
- Protects existing and future investments and property values.
- Creates a framework for orderly development and known expectations.
- Ensure that tax revenues from proposed land uses are sustainable for the county.
- Provide that new development costs are paid for by the development itself

GOALS AND POLICIES

How do you use this Plan?

This master plan has a twenty-year (2006-2026) planning horizon, which means that the plan looks twenty years into the future and considers the possibilities for that timeframe. The twenty-year time frame allows for the establishment of short, medium and long term goals and policies. Due to the long term development proposals (up to 40 years) this time frame was selected. However, frequent updates to this plan must be considered at least every two years. More frequent amendments may occur for special projects initiated by the private sector.

In updating the master plan, Lincoln County officials utilized the 1982 Master Plan; the 1993 draft Master Plan referenced above, the 2001 master plan and published data from state and federal agencies; personal knowledge from members of the Lincoln County Board of Commissioners and the Planning Commission; town boards, and public comments from Lincoln County residents. In addition, a series of town meetings to discuss proposed policies for the Master Plan were held in each of the county's communities between 2006 and 2007. County wide policies developed in those meetings have been included in this update. Community based policies for the Town of Alamo are included in this document.

All master plans contain goals and policies.

The goals of the community are fundamental to the planning process. Goals form the basis of community plans, considering alternatives and evaluating results. They provide the means for making choices and affirming decisions. For this reason goals need to be clear, simple declarations of what the county hopes to achieve. The goals do not necessarily have to be fully achievable for a plan to be successful. Goals should instead represent long term "big picture" of county needs which planning efforts and decisions support. Goals are broad statements on what is ultimately desired and form the basis for the direction of the 2006 Lincoln County Master Plan.

A policy is a course of action adopted and pursued in attaining the goals of the community. Policies guide decision-makers and can be directly linked to the land development ordinance in the form of standards. Typically a policy in the master plan has a corresponding standard in the zoning and land division ordinances. Policies use the word "should" and standards use the word "shall".

Policies are the implementation tool for this master plan. The planning commission is responsible for providing adequate findings are made through land use reviews to ensure that orderly and sustained growth occurs throughout the county. These findings will guide future growth and provide a nexus between the master plan and zoning decisions. Whenever a conflict exists between overall master plan policies and those in the community plans the latter policies will be used.

Each major section of the Master Plan (i.e. "Conservation", "Land Use and Demographics", "Transportation" and "Public Services and Facilities") contain goals and policies, together which give direction and facilitate the implementation of the plan.

BACKGROUND

Lincoln County is located in southeastern Nevada, north of Las Vegas, Mesquite and south of Ely. The county is adjacent to both Utah and Arizona on the east, Nye County to the west, White Pine County to the north, and Clark County to the south. Lincoln County is the third largest county in Nevada with a land area of 10,650 square miles (6,816,000 acres). It comprises an area the size of the state of Maryland.

The Federal Government manages approximately 98% of the total land area within the county. According to the Lincoln County Assessor's Office only about 148,000 acres is held in private ownership. Lincoln County has the second largest percentage of federally managed land in the state after Esmeralda County. The majority of these public lands are managed by the Bureau of Land Management, the Department of Defense, the US Fish and Wildlife Service and the US Forest Service (Humboldt-Toiyabe National Forest) manages about 10,000 acres in the northwest portion of the county. Recent federal legislation to assist Lincoln County has set high priority on economic development and creating a more stable tax base for the county. The county is also concerned about the pace of proposed development and maintaining the stability of existing communities described below.

Lincoln County is primarily rural with an estimated population of 3,886 persons (State Demographer, 2005). This figure includes 1,015 persons who reside in the City of Caliente. Residents are primarily located in community centers with the remainder, and majority, of the county sparsely settled. Community centers include: the Town of Pioche, which is also the county seat, the Towns of Panaca and Alamo, the City of Caliente and the communities of Rachel, Hiko, Ash Springs and Caselton. Please refer to Figure 1 – Vicinity Map.

The Nevada State Demographer's Office recorded steady growth in Lincoln County of 1.7 percent from 2004 through 2005 (Nevada State Demographer's Office 2003). These projections do not take into consideration projected population increases associated with the LCLA lands or the LCCRD Act of 2004 lands or the Coyote Springs Valley proposals. Fiscal analysis reports provided by Coyote Springs have indicated that an additional 49,000 units may be constructed in the next 25 years. This increase would result in at least 100,000 new residents from this area alone. The Lincoln County Land Act Area would allow for up to another 40,000 residents.

The population in adjacent Clark County was predicted to grow at a rate of 4.1 percent in 2004 with the growth rate falling to 1.6 percent by 2024. Growth is predicted to taper off as the Clark County economy matures, less land is available for development and fewer new casino hotels are added than in the past (Center for Business and Economic Research at UNLV). Lincoln County anticipates that as land in Clark County is built-out, populations will spread into adjacent Lincoln County. This is highly probable for the Lincoln County Land Act (LCLA) lands adjacent to the City of Mesquite and the Coyote Springs Valley along US Highway 93. During the past five years, Mesquite, which borders Lincoln County to the south, has grown by up to 14% annually.

Two new communities are being proposed, one in the Coyote Springs Valley and another in the Toquop area in Southeast Lincoln County adjacent to the Arizona and City of Mesquite borders. Projected population for these areas in the next 30 years combined is expected to be in excess of 250,000 residents.

In addition up to 90,000 acres of public land will be selected among suitable BLM lands by Lincoln County for private auction to expand the tax base and increase economic vitality. These areas are expected to be located adjacent to or landlocked within existing community areas. Additional sites may be requested with appropriate uses for the area. Public workshops and preliminary planning has occurred to both identify these lands and their potential uses and phasing for release.

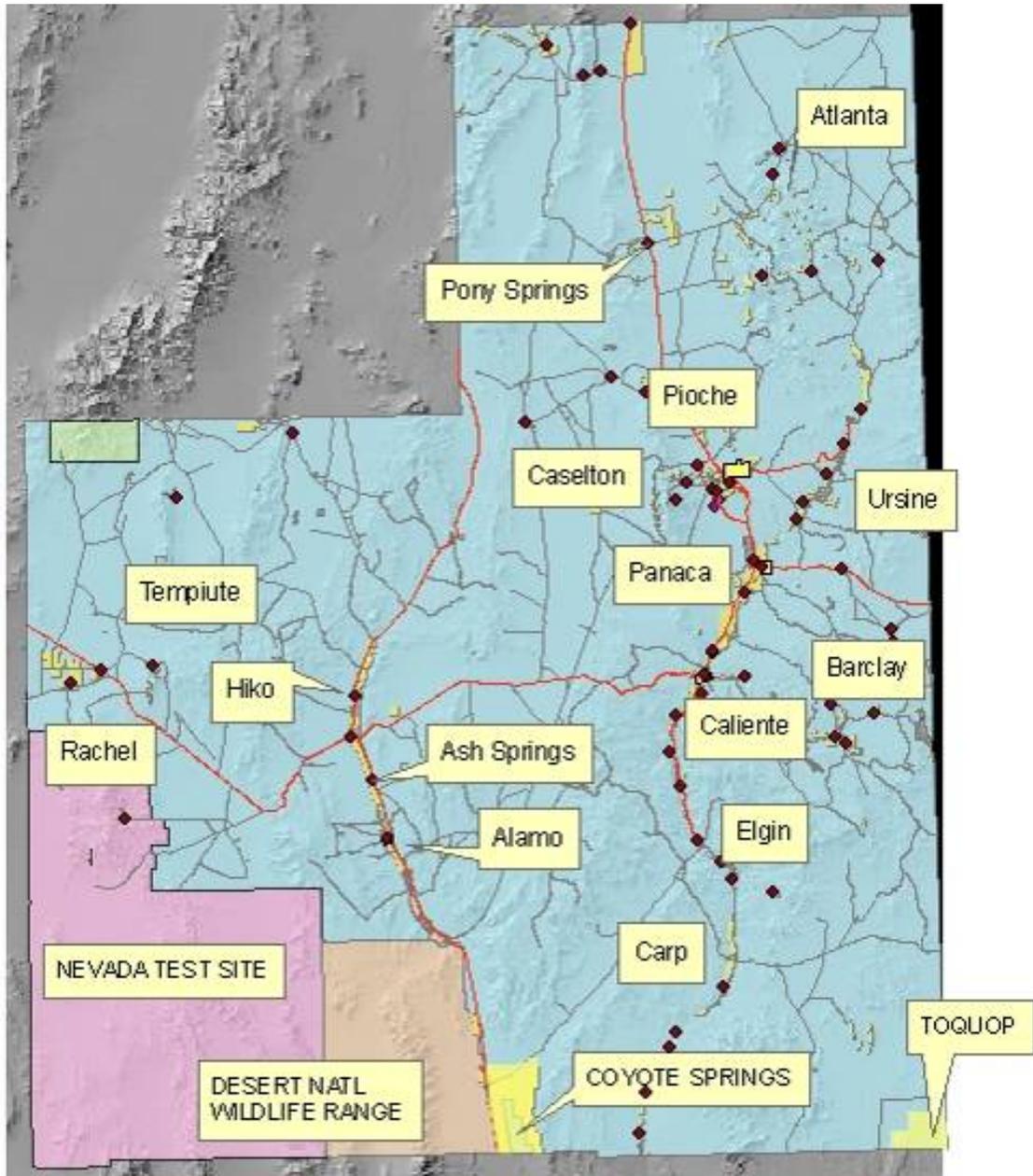
Community plans are being developed to assess the unique community assets and growth strategies desired in each town. The towns of Pioche and Alamo especially face challenges (due to their location) for housing, provisions for community services, businesses and infrastructure to accommodate both the growth in the southern portions of the county and the expansion of government services to the extent required to properly manage this growth. The community plans will also recommend land use designations for any public land disposals in their planning area that will be the premise for future land uses and their intensities. This plan update includes a revised community plan for the Town of Alamo.

A variety of other planning elements need to be integrated or considered in future revisions of this Master Plan. They include but are not limited to: Public Lands Management, Capital Improvements Open Space, Parks and Recreation, Solid Waste Management, Housing, Strategic, Economic Development, Public Utilities, Transportation and Natural Resources and Conservation. Policies within this plan call for review every two years of this plan to ensure ongoing revisions are made.

In addition, special overlays may be needed for site specific planning concerns related to habitat, floodways, historic districts, geological hazards, scenic vistas, forest, urban interface, cultural resources, hillsides agricultural districts. These special planning areas may prescribe recommended management practices for sensitive lands with existing constraints or opportunities.

Finally, this master plan requires larger developments to submit an area plan amendment for inclusion into this master plan to ensure that the policies of the master plan are considered, coordinated and in the best interest of the residents in Lincoln County.

FIGURE 1: LINCOLN COUNTY VICINITY MAP



HISTORY

In the early 1820's Jedediah Smith, a well-known trapper and explorer, was one of the earliest visitors to Lincoln County. In 1826, Mr. Smith led a group of beaver trappers from the Great Salt Lake to near the future Town of Pioche. Through the early 1800's various Spanish missionaries and American trappers, livestockers and explorers traveled the county. In 1849 a Mormon group looking for a new route to California passed through Lincoln County.

Lincoln County, named in honor of President Abraham Lincoln, was created on February 25, 1866, becoming the 11th county in the State of Nevada. The county was created out of Nye County, which was created out of Esmeralda County in 1864. The area that is now Lincoln County was once part of the Utah Territory prior to the eastward expansion of Nevada's border in 1862 and 1866. In 1908, Clark County was created out of the southern portion of Lincoln County.

When Lincoln County was created, Crystal Springs became the county seat. In March of 1867 the county seat was moved to Hiko and on February 24, 1871 the county seat was again moved to Pioche, where it is today. There are three unincorporated towns (Alamo, Panaca and Pioche) and one city (Caliente) in Lincoln County, each with distinctive characteristics.

Panaca

In 1863 Paiute Indians led William Hamblin, a Mormon missionary, to the Panaca area in exchange for food and other supplies. There, the Mormons settled utilizing pastureland for their livestock. Panaca was the first permanent town in Lincoln County. Parties in search of silver settled in Panaca in 1864. "Panaca" is an Indian word for "white metal" and the community is characterized by a block and street pattern laid out in the traditional large grid of the founding Mormons. As was originally intended, some crop production and livestock practices are still found within the grid pattern of the city.

Pioche

Pioche began with a silver discovery in the winter of 1863-64 when Paiutes showed a Mormon missionary ore which they called "panacre" and disclosed its source in the exchange for food and clothing. In 1868, Francois L.A. Pioche bought several claims of silver and erected a smelter. Pioche rapidly became the largest mining town in southeastern Nevada and had a population of 7,000 by 1871. The output of silver was second only to the mines of Virginia City. Pioche was known for its lawlessness in the early years and at one time had over 70 saloons and a flourishing red light district. When the silver boom subsided in the 1880's, Pioche lost the greater majority of its former population. In 1907, the railroad extended a branch from Caliente to Pioche and within five years the mines began producing regularly. Pioche became an attractive town with several substantial business buildings, a water system, school, bank and the Pioche Record. The depression in the early 1930's closed the mines, but beginning in 1937 Pioche was a significant lead-zinc producer. Most mining ceased about 1958 but exploratory work continues today.

Caliente

Caliente has been primarily a railroad community and is not far from the historic gold mining area of Delamar. Caliente, was founded in 1901 by the San Pedro, Los Angeles and Salt Lake Railroad and has an historic Spanish-style depot now housing City offices overlooking the railroad tracks that bisect the community. Approximately 35 trains pass through daily. Major institutions such as the county-wide Grover C. Dils Medical Center, the Caliente Youth Center (C.O. Bastian High School), and Bureau of Land Management offices are also present in Caliente. Caliente gets its name from the hot springs that are just north of the railroad on the east side of US 93.

Alamo

The Town of Alamo was founded in 1900. Alamo, like Panaca, is characterized by a block and street pattern laid out in the traditional large grid of the founding Mormons. Alamo is the agricultural center of the Pahrangat Valley and has a county annex facility that includes office space. An elementary, middle and high school are all found in Alamo. The Alamo area is the closest existing community to Coyote Springs Valley and will likely experience rapid growth as a result.

CONSERVATION AND NATURAL RESOURCES

PHYSICAL CHARACTERISTICS

Both the mountains and valleys of Lincoln County are underlain by a variety of mineral resources. Gold, silver, lead, zinc and perlite have long histories of economically productive yield. Oil and gas resources have been identified and sporadic exploration has taken place in recent years.

Lincoln County is crisscrossed with basin and ranges typical of the Great Basin. (See Figure 1 on page 4) Elevations range from a low of approximately 2,500' in the Coyote Springs Valley and 1,900' in the Tule Wash to highs of 9,380' at Bald Mountain in the Groom Range, 9,395' at Highland Peak west of Pioche and 9,296' on Mount Wilson in the Wilson Creek Range. The highest point in Lincoln County is on the White Pine County border just south of the summit of Mount Grafton with an approximate elevation of 10,640'.

Goal CNR-1 Mitigate environmental impacts related to growth.

- Policy CNR-1A Lincoln County should use FEMA Flood Insurance maps as the basis for delineation of floodplains and floodways, unless more recent research and surveys are presented which establish a more accurate delineation.*
- Policy CNR-1B Lincoln County should require that all new plans for development within or adjacent to a floodplain show the project's relationship to the floodplain. If necessary the applicant will be required to provide an elevation certificate to determine a flood stage line through a licensed engineer.*
- Policy CNR-1C Lincoln County should prohibit development that lies within all identified floodways or require that development be constructed in accordance with FEMA guidelines or placed above flood stage.*
- Policy CNR-1D The County should review all proposed flood and drainage improvements prior to approval. Projects over 100 acres may require a regional floodway study by the developer for both onsite and off-site impacts.*
- Policy CNR-1E The County should review all proposed development on slopes greater than 15% and require detailed grading plans to minimize excessive grading and other negative impacts. Hillside development standards should be developed for this purpose.*
- Policy CNR-1F All proposed development on slopes greater than 35% should be prohibited unless it can be demonstrated that proper mitigation can be*

provided to prevent erosion and other negative impacts to the satisfaction of the County.

- Policy CNR-1G Proposed development should be designed to be compatible with riparian areas and playas to protect wildlife habitat, floodways, water quality and quantity and scenic values. New development should be consistent with adopted guidelines.*
- Policy CNR-1H Established water rights should be protected. Planned unit developments should utilize a municipal water and sewer system and may be precluded from allowing for on site domestic wells and septic facilities based on resource limitations or other master plan policies to protect public health and promote an orderly and planned development.*
- Policy CNR-1I The County should require any new development near a fault line to provide geotechnical mapping of the fault line and any mitigation that is necessary to protect property.*
- Policy CNR-1J Lincoln County should protect cultural and scenic resources unless:*
- The site or resource has been reviewed by the Nevada Division of Historic Preservation and Archaeology and it has been found to be insignificant, or*
- There is an overriding public benefit from the project and mitigation measures to offset the loss are made part of the project.*
- Policy CNR-1K All subdivisions and planned unit developments shall be designed as to avoid floodways, terrain over 35%, significant topographical features, bluff lines or other existing natural resource areas.*
- Policy CNR-1L Grading permits will be required on all development (except agricultural practices associated with a farm operation) where more than ½ acre of ground is disturbed for any reason. Grading plans that indicate proposed best management practices to prevent erosion, dust control, weed invasions will be required.*
- Policy CNR-1M New ground disturbance within designated habitat for endangered or threatened species areas of Lincoln County will require consultation by the applicant with affected agencies for any required conservation measures. This applies to all designated habitat areas and species either included or excluded in the Lincoln County Habitat Conservation Plan.*

CLIMATE

Lincoln County experiences a climate typical of the Great Basin's "basin and range" topography. Dry desert valleys give way to wetter mountain ranges across the entire county. Temperatures range from well below freezing in the winter to the 100's in the summer depending on which part of the county one is located in. Typically, the southern deserts of the county experience much warmer temperatures year round than the cooler northern region. The following table shows the high and low temperature and precipitation for reporting stations in Lincoln County.

Table 1: Temperature and Precipitation Statistics

Location	Average Temperature (F)		Precipitation (inches)		
	January (min) (max)	July (min) (max)	Wettest Month	Driest Month	Total Annual Average
Lake Valley	20.1 39.1	58.0 85.0	1.99" (March)	0.70" (June)	15.69"
Spring Valley	7.1 41.8	41.7 87.8	1.51" (March)	0.49" (Dec)	12.28"
Pioche	21.2 41.5	58.3 87.7	1.57" (Jan)	0.48" (June)	13.37"
Caliente	17.4 46.2	56.5 95.4	1.05" (March)	0.35" (June)	9.04"
Hiko	23.9 50.4	59.4 96.0	0.86" (March)	0.29" (June)	7.94"
Elgin	28.2 53.0	60.1 98.0	2.02" (Feb)	0.41" (June)	12.30"
Alamo	20.1 51.0	55.0 100.3	0.65" (Jan)	0.07" (June)	4.88"
Rachel	14.6 45.0	53.8 94.0	1.07" (March)	0.26" (June)	7.87"
Source: Western Regional Climate Center, 2000					

ENVIRONMENTAL CONSTRAINTS

Two reliable technical sources can be used to indicate environmental hazard and resource areas. The first is the Preliminary Rate Insurance Maps prepared for the Federal Emergency management Agency (FEMA) in 1985, identifying 100-and 500-year floods for flood insurance purposes. These maps are currently undergoing a revision and should be available by 2008. Second, soil surveys combined with slope analyses can be used as a general indicator of instability, building and utility extension problems, and potential scenic resources.

Lincoln County residents are concerned with the environment, protecting fragile resource areas and avoiding hazardous areas. There are a number of natural constraints that should be considered whenever new development is proposed. Some are hazardous while others can be characterized as resources, contributing to the desirable character or setting of the community. Natural constraints include flooding, soil characteristics, unstable earth due to slopes, and high water tables. Significant resources that contribute to the physical and community character include unique geological formations, wetlands and wildlife habitat, and agricultural lands. These are discussed in more detail by community in the following sections.

Panaca

Panaca has experienced flooding and high groundwater problems, particularly in the agricultural land to the west. These wetland areas are not only prime agricultural lands but they also provide wildlife habitat and serve as a natural boundary for the town. Unique landforms in Panaca are visually and historically significant and worthy of preservation. Cathedral Gorge State Park is nearby and an attractive recreation area for both residents and tourists. Ground subsidence in Panaca has plagued certain parts of town, indicative of unstable soil conditions and groundwater pumping. This condition has caused the destruction of developed property in the past.

Pioche

In Pioche, the old mine tailings and glory holes pose a hazard for development because of their implications for hillside stability and public safety. These are also areas of historic significance. The steep slopes around Pioche contribute to storm drainage problems on the main streets of town and down slope properties. Mud and debris often clog the drainage system during storms. Slopes also present a natural constraint to development. The hills are considered a resource by residents. Hills form a natural, scenic backdrop to the town.

Alamo, Ash Springs and Hiko Area

Flooding is a concern in the Pahranaagat Valley. Floods have frequently inundated the agricultural lands which surround the towns. These lands are considered a valuable asset for their agricultural productivity. In a historical context, these lands are an essential part of the area's character, having both economic and aesthetic value. Because these areas also have a high water table, water supply contamination problems are a concern. Water contamination due to high ground water has been a problem in areas north of Richardville and Ash Springs. Monitoring is needed because of possible contamination of the drinking water supply by septic systems.

Caliente

Caliente is the only incorporated city in Lincoln County. Because of the status of Caliente, this Master Plan does not specifically address its incorporated land area except where the county and city border each other. Caliente is located in the Meadow Valley Wash and is physically constrained by both steep canyon walls and flooding problems. Historically, both these natural constraints were problematic for development. However, the canyon walls are valued as one of the attributes that give a special character to Caliente. In particular, Rainbow Canyon to the south is known for its scenic qualities. Flooding has inundated vast areas of the town in the past. According to new floodplain surveys, much of the town is in the 100-year flood plain. Recent flooding of the community and throughout Rainbow Canyon in January of 2005 illustrated the precarious location of the community in respect to floodways.

Rachel

Rachel is a rural, agricultural community located in western Lincoln County. Yucca Mountain, a proposed high level nuclear waster storage facility, is 100 miles to the southwest. Also to the west lies the Nevada Test site and Nellis Air Force Range. Rachel is noted for its location on the E.T. (Extraterrestrial) Highway, also known as NV 375. To increase tourism along this remote stretch of blacktop, NV 375 was renamed the "E.T. Highway" in 1995. There are no substantial natural constraints to development noted in Rachel.

LAND USE AND DEMOGRAPHICS

GOAL LUD-1 **Establish and maintain consistency between the Master Plan and zoning ordinance.**

Policy LUD-1A *Development proposals and plan amendments should be consistent with the land use development ordinance and Master Plan prior to approval.*

Policy LUD-1B *All zoning maps and other public land use documents should be updated when changes occur and be made available to the public and distributed to all appropriate County agencies. All documents and maps will be provided by the applicant to the county for any proposed/approved changes in an electronic format suitable to the county. This master plan should be reviewed for changes every two years.*

Policy LUD-1C *Planned unit developments shall be permitted upon with the adoption of a planned unit development ordinance or area plan that reflects the land use constraints and population needs for the proposed area. The economic burden of such proposals and their review shall be borne by the applicant.*

Policy LUD-1D *The planning commission shall provide findings for the consistency of development proposals, zone changes, and recommendations to master plan amendments for applicable policies or standards.*

Policy LUD-1E *All county plans should be integrated into the county master plan to provide for a single point of reference for county planning policies.*

Policy LUD-1F *Zoning districts for the county should be consolidated and revised to reflect a consistent land use scheme countywide. Land Use maps for inclusion into this plan should be updated to reflect any inconsistencies with land use.*

Policy LUD- 1 G *Master Plan Amendments must be submitted for review by the applicants of large project for a consistency review for the proposed project prior to any conceptual planning, zone changes, or Development Agreement review by the county. The county shall request amendments to the master plan for projects it believes to be the burden of the county. The large project review process is Figure 9.*

Policy LUD- 1 H *All land use projects will adhere to a single fee schedule and application review process developed by the planning department and approved by the Planning Commission and Board of Commissioners.*

GOAL LUD-2 Identify lands that are suitable for industrial, commercial residential and mixed use development.

- Policy LUD-2A Development should be promoted in close proximity to existing services and roads to ensure that adequate infrastructure is available. Lincoln County should retain existing commercial and industrial uses in these areas and support additional areas where appropriate.*
- Policy LUD-2B New industrial development should be encouraged along the highway and railway corridors with future public land disposals if services can be provided.*
- Policy LUD-2C Lincoln County should work with state and federal economic development agencies to identify potential industrial and commercial land uses that are suitable for the county.*
- Policy LUD-2D Lincoln County should help facilitate the exchange of federal (BLM) lands into private ownership. Public lands should be identified by the county in suitable areas adjacent to established communities based on the policies developed by the town boards and the board of county commissioners.*
- These lands will be selected based on community needs and be located such that public utilities can be provided within a reasonable amount of time and at a reasonable cost. Any lands disposed of shall include master plan designations and all costs associated with applications and review for public facilities and or utilities shall be the burden of the applicant. The land disposals shall strive to diversify the local economy and meet land use needs of the community plans.*
- Policy LUD-2E Lincoln County should encourage marketing material to solicit industrial and commercial interest and highlight the county's positive attributes (climate, location, recreational opportunity, etc.). The most current information about the county should be made available using the latest technology.*
- Policy LUD-2F In fill development should be encouraged where public already exist. In locations where feasible expansions are planned by utility providers' development are encouraged to contribute to such expansions.*
- Policy LUD-2G Lincoln County should improve its use of technology such as a comprehensive interactive website and GIS to increase its public service levels and economic development.*

- Policy LUD-2H* *The Toquop and Coyote Springs Planning Areas have been established by Lincoln County to address specific policies and fees related to the impacts to the county and benefits of these developments.*
- Policy LUD-2I* *Planned Unit Developments and development agreements will be utilized for the development of residential/commercial lands of the Alamo Industrial Park. Standards for PUD development will adhere to Title 14 requirements until a new county-wide Planned Unit Development Ordinance is adopted.*
- GOAL LUD-3** **New development projects will contribute to the planning, financing and construction of public facilities and utilities.**
- Policy LUD-3A* *Lincoln County Public Works, in coordination with the Planning Commission, local sewer and water providers, electrical and communications providers and the Lincoln County School District and other agencies, should review all new projects to ensure that new public infrastructure costs directly associated with new development are identified and paid by the new development.*
- Policy LUD-3B* *Address growth corridors such as the Coyote Springs Valley and the Toquop Planning Area to ensure for adequate public services and facilities can be provided and financed. Coordinate efforts of this Master Plan with the most recent Lincoln County Overall Economic Development Plan (OEDP)*
- Policy LUD-3C* *An fiscal impact analysis should be required for all large projects to ensure that the long term costs to the county from such development are sustainable and result in a net gain for county operations. Projections for one, five, ten and twenty years (or other accepted increments) should be required from the developer that indicates the tax revenue from each proposed land use and the expenditures expected to provide for public services, facilities and other related infrastructure.*
- Policy LUD-3D* *Development agreements will be required by the county for major projects to identify development planning needs for conceptual plans and subsequent Planned Unit Developments.*
- Policy LUD-3E* *Amendments to the master plan will be required for large project applicants in for any areas over 10 acres in size. Area plans should be adopted into the Lincoln County Master Plan prior to the submission of any Planned Unit Development Application or development agreement approvals. Amendments should be consistent with the Master plan and address site specific concerns and justification for mixed uses, higher*

densities or other development patterns not expressly permitted through county land use categories. Maximum PUD districts on conceptual land use plans should be 160 acres or less.

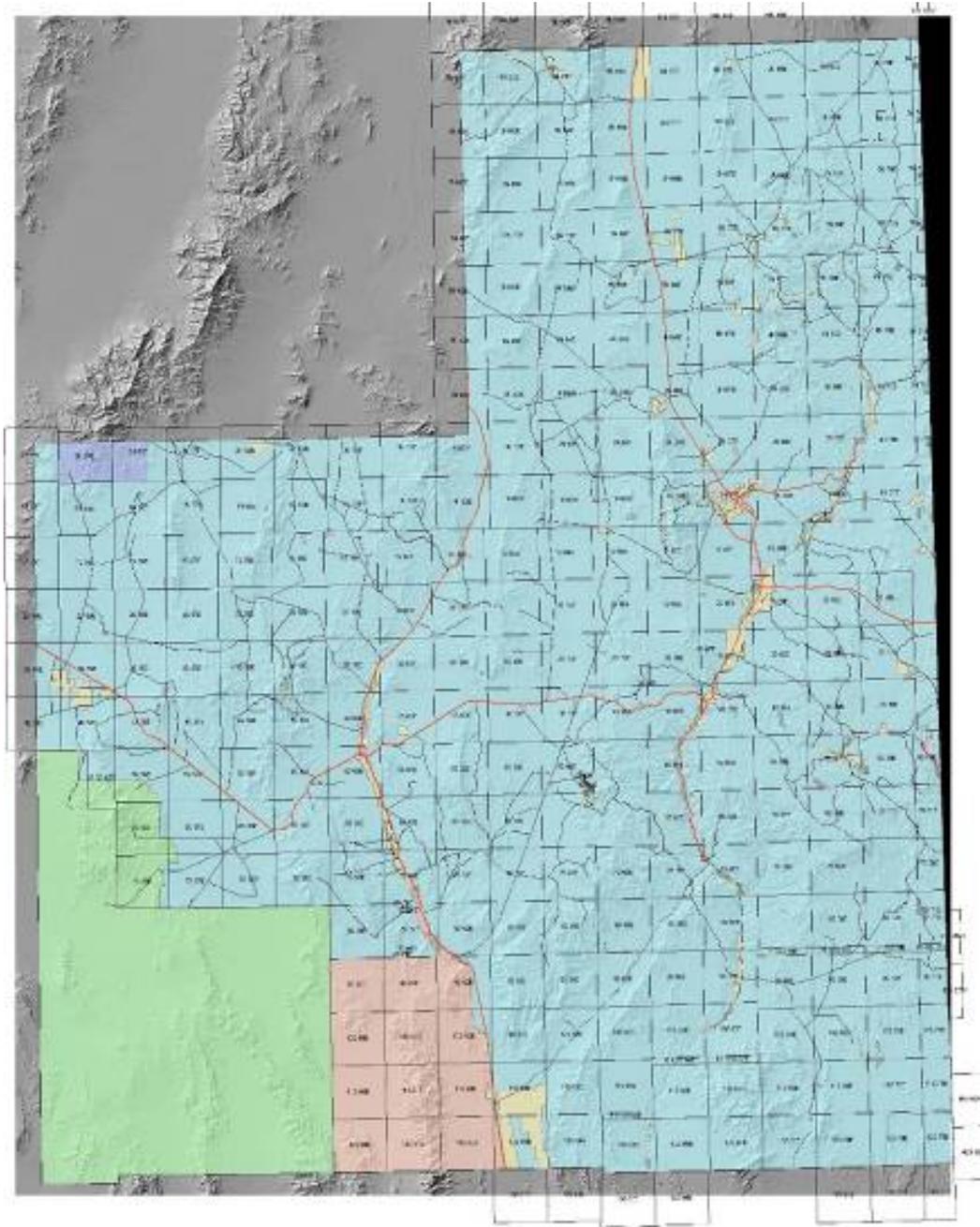
Policy LUD-3F Planned Unit Development requests and approvals will amend zoning districts to the proposed districts at the time of each final PUD approval.

Policy LUD-3G An analysis should be conducted to determine future public services needs such as public works, parks and recreation and public health.

Policy LUD-3H Existing subdivisions should be allowed to develop at a density supported by public services and available water for the entire area and not based solely upon the original lot configuration or density. Combining of non-conforming lots may be necessary to meet public health concerns per the zoning or building ordinances. Studies may be required for a project for water delivery, waste water services, drainage, transportation, parks or other public amenities.

Policy LUD-3I Developers shall provide either adequate water resources/ or engineering and infrastructure development approved by the Lincoln County Water District for the purveying of water prior to development.

FIGURE 4: LAND OWNERSHIP MAP



Map illustrates the high percentage of public lands in Lincoln County in blue (BLM) red (US Fish and Wildlife) purple (US Forest Service) and green (Nellis Test Site and Range.) Small areas of yellow indicate private ownership of approximately 148,000 acres.

GOAL LUD-4 Preserve agricultural lands.

- Policy LUD-4A Lincoln County should encourage the continuance of existing agricultural practices through appropriate zoning/incentives. Non-agricultural development should be located adjacent to, but not within existing agricultural areas (eg develop the benches around Alamo with residential uses while preserving the agricultural bottomlands of the Pahranaagat Valley.*
- Policy LUD-4B Agricultural zoning should be maintained in areas where agricultural activities are to remain or be encouraged based on the capability of soils, presence of water and/or irrigation systems or other site specific natural amenities. Economic incentives shall be developed by the county and available only for use by those farm operators who maintain current levels of production as evidenced in a farm operation plan.*
- Policy LUD-4C Lincoln County should work with federal agencies on maintaining rangeland and diversifying products from current agricultural operations.*
- Policy-LUD-4D An assessment of agricultural lands in the county shall be conducted to identify a range of available land for agricultural purposes and to prioritize areas for protection based upon soils classes, irrigation potential, types of crops, characteristics of farm operations or any other pertinent criteria identified by the county. Included in this assessment should be an analysis of water resources available to support continued farming operations.*
- Policy LUD-4E Public land disposals should be considered in areas with value to existing farm operations. These disposals should be identified through the community planning process. These areas will be zoned as agricultural lands with limited development potential.*
- Policy LUD-4F Current agricultural zoning districts should be combined into 2 zoning districts with remaining lands not in production or not suitable for future production being converted to Rural Residential Areas with lot sizes under 20 acres. Suitability will be based upon soil types and other site characteristics.*
- Policy LUD-4G Non-Farm dwellings proposed in or adjacent to agricultural districts should be reviewed for impacts to farm/ranch operations and be conditioned to provide for buffers or other means to reduce such conflicts.*

Policy LUD-4H *A Transfer or Purchase of Development Rights program should be developed to allow for the transfer of development rights on or off site to alleviate development pressures on agricultural lands. This would create economic incentives for existing operators to continue their operations.*

GOAL LUD-6 Provide adequate parks and recreational facilities.

Policy LUD-6A *The county should require all new developments/land divisions to include community park space and or facilities commensurate with national standards.*

Policy LUD-6B *The Lincoln County Regional Development Authority should encourage private recreational facilities by identifying financing alternatives and incentives.*

Policy LUD-6C *A county recreation and parks department should be created to serve both the projected new population and the existing communities. A recreation, parks, trails and open space plan should be developed to identify needs and propose implementation strategies.*

Policy LUD-6D *Access to public lands and community parks shall be maintained through newly developed areas by way of easements for specified uses that may include motorized, non-motorized, equestrian, bicycle or pedestrian traffic based on traditional or desired access for existing or new residents.*

Policy LUD-6E *Prepare and implement an open space, trails and parks plan that prioritizes the types of available lands and existing recreational facilities and those desired by the residents of the county. The county shall seek funding to develop such a plan with implementation strategies for the entire county.*

POPULATION

Approximately 4400 persons reside in Lincoln County according to the US Census Bureau. The county's population growth over the past ten years has been approximately 1-3 percent per year. As the price of housing in the Las Vegas Valley increases, more people will seek out alternatives in the county. Another potential growth factor is the possible approval of the Yucca Mountain site as a high level nuclear waste storage facility. If this occurs Lincoln County may experience significant growth.

In 2005 there were 92 building permits issued and the pace of 2006 permits is even greater. A preliminary assessment of proposed development in Coyote Springs and the Toquop Planning Areas indicates that up to 1000 building permits may be issued monthly once planned unit developments have been approved by the county. It is further anticipated that these areas may become incorporated into cities once the population and residents desire local control.

Today, first homes are being purchased in increasing numbers by people working in the Las Vegas Valley who choose to commute to work from the south part of the county (Alamo and Ash Springs). Another growth factor is the attractiveness of Lincoln County to retirees because of the mild climate and lower cost of housing. Many of these retirees are relocating from the Las Vegas Valley

Lincoln County is also experiencing a growth in recreational tourism from the nearby Las Vegas Valley as the abundant open space and parks in Lincoln County are discovered. This type of growth is expected to continue and increase. The necessary services and infrastructure should be carefully studied and improved wherever necessary.

POPULATION CENTERS

The majority of Lincoln County's population currently resides in the communities of Pioche, Panaca, Alamo and Caliente and along the Highway 93 corridor. A second area of population lies along the US 93 corridor in the Pahranaagat Valley. The largest town in the Pahranaagat Valley is Alamo, but there are also communities of Ash Springs and Hiko. Rachel is located west of the Pahranaagat Valley on NV 375. Smaller population centers are in Eagle Valley, Dry Valley, Rose Valley and Meadow Valley.

Future population growth is expected to continue in this same pattern, with the outlying communities growing at a slower rate. Approval of Yucca Mountain could attract people who may commute to the facility or provide associated services. The Pahranaagat Valley is likely to see more and more development pressure due to its close proximity to Las Vegas and proposals at Coyote Springs. People are finding the valley as an attractive location to live and commute to and from Las Vegas. This scenario is especially desirable to shift workers such as firefighters, who can come home for longer periods of time, thereby eliminating the traditional day to day commute. (See Table 2)

Table 2: Commuter locations from Lincoln County

Area of Residence	Area of Employment	Number of Workers
Lincoln County , NV	Lincoln County , NV	1,303
Clark County , NV	Lincoln County , NV	282
Lincoln County , NV	Clark County , NV	113
Salt Lake County , UT	Lincoln County , NV	16
Lincoln County , NV	Washington County , UT	12
Nye County , NV	Lincoln County , NV	12
Iron County , UT	Lincoln County , NV	10
Lincoln County , NV	Nye County , NV	9
Lincoln County , NV	White Pine County , NV	8
<i>US Census Bureau 2000</i>		

The Coyote Springs Valley and the Toquop Planning Areas are likely to outpace growth in other areas of the county in a rapid manner. Based on preliminary projections by developers, these areas combined have the potential for over 150,000 new residents and associated commercial areas. It is possible that within 5 years these population centers will surpass the current county population. Lincoln County will need to address these rapidly growing areas through proper growth and design controls to ensure minimum impacts to the county's resources, adequate public safety and infrastructure.

POPULATION TRENDS

Lincoln County's economy historically has been based on mining and agriculture, which are typically subject to cycles of prosperity and decline. Mining is particularly prone to "Boom" and "Bust" behavior. For this reason the county's population has fluctuated with these cycles and national trends. More recently the service industry and government employment have replaced mining and agriculture as major sources of household income. Table 3 compares the recent population growth of Lincoln County with six other Nevada counties.

Table 3: Regional Population changes

Jurisdiction	1986 Population	1990 Population	2005 Population	%Change 1986-2005
Clark	587,760	770,280	1,796,380	67.28%
Esmeralda	1,540	1,350	1276	-20.69%
Eureka	1,330	1,550	1485	10.44%
Lander	4,510	6,340	7,010	35.66%
Lincoln	3,780	3,810	3,886	2.73%
Nye	14,680	18,190	41,302	64.46%
White Pine	7890	9,410	9,275	14.93%
Nevada	933,220	1,236,130	2,518,869	62.95%
<i>Nevada State Demographers Office 2006</i>				

Table 4: Population Forecast for Lincoln County 2005-2025

Forecasted Population Counts 2005-2025		
Year	Population	% Change
2005	3886	NA
2010	4754	3.4
2015	5330	1.9
2020	5694	1.1
2025	5875	.4

Source: Nevada State Demographer, 2006 Does not include predicted development at Coyote Springs or the Lincoln County Land Act Areas

Table 5: Population Forecasts 2007-2027

Year	Low Growth	High Growth	Change in Growth 5 year increments
2007	4600	6600	70%
2012	6000	11000	60%
2017	8000	75000	15%
2022	10000	125000	60%
2027	12000	165000	75%

Source: Lincoln County Building and Planning, 2006
Note: The Low and High columns are plausible scenarios based on factors including employment, public land disposals, Toquop and CSI proposed development phasing, economy, market and migration trends.

Table 6: Estimated Population by Age

Five-Year Cohorts	2002	2003	2004	2005	2006	2007
0 to 4 Years of Age	192	163	181	181	185	185
5 to 9 Years of Age	216	203	191	197	207	216
10 to 14 Years of Age	266	233	225	200	202	223
15 to 19 Years of Age	322	308	301	334	324	295
20 to 24 Years of Age	351	386	367	331	295	276
25 to 29 Years of Age	286	299	306	284	313	318
30 to 34 Years of Age	93	119	174	249	283	311
35 to 39 Years of Age	158	136	110	91	92	108
40 to 44 Years of Age	231	215	215	212	189	169
45 to 49 Years of Age	220	210	216	225	235	241
50 to 54 Years of Age	212	203	212	220	228	240
55 to 59 Years of Age	184	169	184	202	216	224
60 to 64 Years of Age	178	163	172	184	194	208
65 to 69 Years of Age	185	172	175	172	178	187
70 to 74 Years of Age	149	134	144	159	164	174
75 to 79 Years of Age	142	137	122	114	120	124
80 to 84 Years of Age	91	98	111	113	104	95
85 Years of Age and Over	70	73	72	71	75	78
	3549	3419	3477	3540	3604	3671

US Census Bureau 2006

ECONOMIC BASE

Historically, mining and agriculture and to a lesser extent government, have been the most constant economic activities in Lincoln County. They were its original source of income and continue as a source of income today. Their relative importance in the overall economic picture has, however, changed in recent years. Agriculture, over time, has constituted a smaller and smaller share of employment and personal income sources. Mining has fluctuated from one decade to the next and currently employs about 3 percent of the labor force. Mining is one of the smallest employment sectors today. Wholesale and retail trade comprises approximately 20 percent of the labor force, while finance employs approximately 3 percent. The government sector employs 41 percent of the labor force and the service industry employs 30 percent. The service sector has a very good potential for growth in the future. The growing number of Las Vegas residents will increase their use of Lincoln County's extensive outdoor recreation resources. Increased tourism and travel between Great Basin National Park and Las Vegas resorts will also benefit the county's service and tourism sector.

Table 7: Average County Employment

Industry	2002	2003	2004	4th Quarter 2005
Total All Industries	1,392	1,233	1,241	1,277
Total Private Coverage	806	638	641	680
Natural Resources & Mining	45	28	23	30
Construction	13	15	15	22
Manufacturing	*	*	*	*
Trade, transportation & utilities	167	203	213	211
Information	28	28	25	22
Financial Activities	52	51	50	50
Professional /Business Services	385	*	*	*
Education & Health Services	*	*	15	20
Leisure & Hospitality	74	80	78	88
Other Services	21	*	*	*
Government	586	595	601	597
<i>Source: Nevada Department of Employment, Training and Rehabilitation *Indicates confidential data</i>				

Regional growth forecasts indicate that demand for highway commercial and other tourist-related services will create new jobs well into the next decade, if not longer. The Nevada Test Site (NTS) and the Nellis Air Force operations also play a role in employment for Lincoln County residents. If Yucca Mountain is approved for a high level nuclear waste storage facility, Lincoln County will experience some growth due to employees at the facility choosing to live in Lincoln County and the increase in services needed for the facility.

Other major employers for the county include the Union Pacific Railway with facilities in Caliente, The Nevada Test Site and range, local and federal government as well as the school district.

As with much of rural Nevada, Lincoln County residents have expressed concern over the lack of employment opportunities for the county's young people. Unemployment in the county remains high. The lack of employment opportunities causes a majority of young people to relocate out of the county. While growth in the service sector will partially offset this; it will require a new economic base or employer to make a significant change. In addition, the lack of affordable housing in established towns is a significant barrier for businesses attracting and maintaining a stable workforce.

Table 8: Lincoln County Employment Data 2005

LINCOLN COUNTY	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	AVG
LABOR FORCE	1,480	1,510	1,490	1,520	1,500	1,590	1,550	1,570	1,530
UNEMPLOYED	80	80	70	80	60	80	80	70	80
RATE	5.2%	5.2%	4.6%	5.1%	4.3%	5.3%	5.4%	4.5%	4.9%
TOTAL EMPLOYMENT	1,400	1,430	1,420	1,440	1,440	1,510	1,470	1,500	1,450

Lincoln County and the City of Caliente organized the Lincoln County Regional Development Authority (LCRDA) in 1998. The Authority has been vested by the County and City with primary responsibility for economic development activities in Lincoln County. LCRDA works closely with the NTS Development Corporation and it is charged with implementing the 1998 Lincoln County Overall Economic Development Plan (OEDP). The 1999 Lincoln County Comprehensive Economic Development Strategy updated the progress of the OEDP.

Initiatives undertaken by the Authority since have included:

- Development of an annual work plan and budget.
- Development (in cooperation with NTS Development Corporation) of a proposal to prepare and implement management and harvest plans for piñon-juniper woodlands in the County.
- Development and submission (in cooperation with the City of Caliente) of preliminary applications for technical assistance and infrastructure grant funds to support development of the Meadow Valley Industrial Park in Caliente.
- Review of local financial services particularly regarding availability of funding for business startups and expansions.
- Preparation (in cooperation with NTS Development Corporation) of a grant application to the EPA Sustainable Community Development Challenge Grant Program.

In 2004 a Labor Market Study was conducted for Lincoln County as it relates to the Department of Defense facilities located in the county. Its major findings included;

- Improve opportunities between county workforce and employment at the Nellis range
- Provide requirements for local work force and busing programs at the test site.
- Create a database to correlate local job skills for test site employment
- Provide job training for IT duties and computer related functions
- Develop a program to improve labor participation with DOD.

Table 9: Revenue Sales in Lincoln County

Area	Year	Period	Sales Type Description	Sales
Nevada	2004	Annual	Retail	\$41,087,423,967
Clark County	2004	Annual	Retail	\$30,261,698,593
Washoe County	2004	Annual	Retail	\$6,352,194,877
Carson City	2004	Annual	Retail	\$944,049,585
Elko County	2004	Annual	Retail	\$804,554,692
Douglas County	2004	Annual	Retail	\$772,974,047
Nye County	2004	Annual	Retail	\$426,415,836
Lyon County	2004	Annual	Retail	\$357,191,594
Humboldt County	2004	Annual	Retail	\$355,214,612
Churchill County	2004	Annual	Retail	\$251,806,416
Eureka County	2004	Annual	Retail	\$172,987,014
White Pine County	2004	Annual	Retail	\$102,421,159
Storey County	2004	Annual	Retail	\$82,075,268
Lander County	2004	Annual	Retail	\$79,960,829
Pershing County	2004	Annual	Retail	\$54,923,024
Mineral County	2004	Annual	Retail	\$34,844,801
Lincoln County	2004	Annual	Retail	\$25,338,215
Esmeralda County	2004	Annual	Retail	\$8,763,888

Lincoln County receives the 2nd lowest sales tax revenue by county in the state. It loses substantial tax revenue to out of state purchases in Utah due to its proximity to Utah communities of St. George and Cedar City. There are limited shopping opportunities in Lincoln County. Many who shop in Utah combine trips to medical offices, financial services or leisure activities such as movies or visiting family and friends.

Active commercial areas in the county are limited to the communities of Pioche and Caliente while Alamo and Panaca have fewer businesses. Lands and buildings are available for commercial business but are either, underutilized, vacant or in need of repair. Many businesses rely on traffic from Highway 93 and special event weekends to carry them through the year.

GOAL ED-1 Stabilize and Improve the local economy.

- Policy ED-1A Lincoln County shall pursue mechanisms to bring additional commercial and industrial business to the county.*
- Policy ED-1B Lincoln County should develop a business license process to track ventures and identify business trends.*
- Policy ED-1C The Chamber of Commerce and Lincoln County should work collaboratively towards solving obstacles to business start-up, operation and financing.*
- Policy ED-1D Workforce housing needs to be developed to support local businesses and county operations. The county should work with private developers the Nevada Rural Housing Authority and BLM to identify opportunities and incentives to provide for such housing.*
- Policy ED-1E A community assessment of local services should be conducted to identify businesses that would be complimentary and most appropriate for each community and area of the county considering existing economic trends.*
- Policy ED-1F Lincoln County should seek services of the University system of Nevada at identifying business opportunities and funding sources.*
- Policy ED-1G The Lincoln County Building and Planning Department and Assessors Department should conduct a lands inventory of the county to identify vacant, underutilized and potential infill sites for new businesses and housing. The county should review its land holdings and identify strategies for fulfilling any capital improvement needs or release to private parties.*
- Policy ED-1H Websites for the county or Chamber of Commerce should highlight properties available for development in the county.*
- Policy ED-1I Efforts should be made to reduce leakage to out of state businesses from Lincoln County by promoting local products and services and educating the community about the costs of shopping out of state.*
- Policy ED-1J Lincoln County shall develop regional partnerships to achieve economies of scale with regard to business or industrial park developments.*

Table 10: Wages & Availability in Lincoln County

Occupation	No. of Employed	Mean Wages
Total All Occupations	800	\$16.52
Top Executives	30	\$33.97
General and Operations Managers	20	\$44.63
Business and Financial Operations	20	\$25.12
Life, Physical, and Social Science	30	\$16.95
Food Preparation and Serving Related Occupations	*	\$7.50
Cooks and Food Preparation Workers	40	\$8.66
Building & Grounds Cleaning & Maintenance Occup.	10	\$8.73
Building Cleaning and Pest Control Workers	10	\$8.73
Sales and Related Occupations	*	\$7.71
Retail Sales Workers	*	\$6.90
Cashiers	*	\$6.90
Office and Administrative Support Occupations	130	\$14.14
Financial Clerks	20	\$13.79
Bookkeeping, Accounting, and Auditing Clerks	*	\$14.65
Information and Record Clerks	20	\$13.75
Material Recording, Scheduling, Dispatching, and D	10	\$15.87
Secretaries and Administrative Assistants	20	\$14.08
Executive Secretaries & Administrative Assistants	*	\$14.67
Other Office and Administrative Support Workers	40	\$11.32
Office Clerks, General	30	\$12.07
Construction and Extraction	40	\$19.09
Construction Trades Workers	20	\$19.95
Installation, Maintenance, and Repair Occupations	60	\$13.73
Vehicle and Mobile Equipment Mechanics, Installers	10	\$15.65
Other Installation, Maintenance & Repair	40	\$13.34
Maintenance and Repair Workers, General	*	\$14.98
Transportation and Material Moving	80	\$13.70
Material Moving Workers	50	\$15.04

2006 Wages Source: Department of Training, Rehabilitation and Employment (DETR)

HOUSING

According to the 2006 "Lincoln County Rural Housing Data Book", single family detached housing accounted for 61 percent of the total housing stock in the county in 2000. Mobile home use has decreased as a percentage of the total from 34 to 27 percent. Multi family units have increased by 2%. Table 11 details a housing inventory for the county.

Table 11: Housing Inventory

Housing Type	1990	% of Total	%	2006	%
Single Family (Det)	1,028	57.1	61	1134	68
Single Family (Att)	10	0.6	2	2	.001
Multi-Family	140	7.8	9	106	6
Mobile Homes	622	34.6	27	436	26
Total	1,800	100	100	1678	--

Source: 2006 "Lincoln County Assessor Statistical Roll Analysis"

Table 11a: Housing Types

Dwelling Type	Number of units	Percent of Housing Stock
Investment Homes	416	59.60% (2 nd homes)
Vacation Home	282	40.40% (2 nd homes)
Total 2 nd Homes	698	42% (TOTAL)
Owner Occupied	980	58% (TOTAL)
Total Dwellings	1678	NA

Source: Lincoln County Assessor 2006

Table 12: Housing Unit Age

Year Built	2006	% total
1872-1939	378	32
1940-1969	211	18
1970-1990	309	26
1990-2006	283	24
	1181	

Source: Lincoln County Assessor 2006

Approximately 77 percent of housing within the county is on public or private water systems. The primary method of sewage disposal is by septic system or cesspool. In terms of home heating fuel, electricity was reported for 59 percent of the housing units while wood accounted for 23 percent. The remainder was by other sources such as solar and propane.

Table 13: Home Sales by Community 2000-2006

2000-2006	AVERAGE	MAXIMUM	MINIMUM
PIOCHE	\$43,982.01	\$285,000.00	\$5,250.00
PANACA	\$51,800.00	\$235,000.00	\$4,500.00
CALIENTE	\$47,600.00	\$290,000.00	\$4,250.00
ALAMO	\$59,600.00	\$184,000.00	\$4,000.00
GENERAL CTY	\$81,000.00	\$310,000.00	\$6,000.00
PAR VALLEY	\$75,000.00	\$850,000.00	\$2,000.00
PIOCHE	\$62,000.00	\$375,000.00	\$7,500.00

Source: Lincoln County Assessor 2006

Housing affordability is typically gauged by the amount of one's income devoted to housing costs. A household spending more than 30 percent of their income on housing is said to be experiencing a housing cost burden. As indicated in Table 14 housing costs have doubled in 6 years in the county. Table 11 shows that single family dwelling in the county has increased in recent years while the number of mobile home and multifamily dwelling has increased. This likely points to the loss of affordable housing in Lincoln County since many newer single family homes are being constructed on lots at least 2.5 acres in size which drives up overall housing costs. In these situations land accounts for approximately 1/3 of the overall home price of about \$200 K. Housing age illustrates that about 50% of all homes countywide are at least 30 years or older. This means that many homes are at the age for major renovation or systems repair due to their age.

Approximately 40% of all dwellings (282) in Lincoln County are either income or vacation properties. Of those 282 homes about 60% are 2nd homes and not available for rental or other affordable housing uses. That equate to about 1/4 of the existing homes being available for rental. Anecdotal information from the county assessor's office indicates that a large number of these homes are not occupied. As Lincoln County experiences growth in its government facilities and related business, additional housing for workforce and affordable families will be necessary.

Table 14: Housing Sales by Year 2000-2006

	2006	2005	2004	2003	2002	2001	2000
AVG	\$97,200.00	\$96,300.00	\$78,600.00	\$62,100.00	\$52,800.00	\$63,000.00	\$53,700.00
MIN	\$7,000.00	\$4,000.00	\$4,250.00	\$2,000.00	\$7,500.00	\$5,250.00	\$6,000.00
MAX	\$290,000.00	\$330,000.00	\$299,900.00	\$200,000.00	\$180,000.00	\$180,000.00	\$145,000.00

GOAL HS-1 Suitable housing should be available for all residents.

Policy HS-1A Coordinate the findings contained in the 2004 Nevada Rural Housing Needs Assessment" with this Master Plan to ensure that the assessment is addressed and implemented.

Policy HS-1B Master plan and zoning designations should promote a mix of housing types.

Policy HS-1C The County should seek state and federal funding for housing assistance programs for the purpose of repairing existing housing units and construction of new low income and senior housing units.

Policy HS-1D Planned Unit Development proposals must demonstrate the provisions of affordable housing to provide quality housing for its workforce, to alleviate long commuting distances and roadway congestion.

Policy HS-1E Communities in Lincoln County should concentrate higher density residential districts within the towns where existing services are currently available.

PUBLIC LANDS

Lincoln County contains 6,816,000 acres, of which only 148,000, acres are in private ownership. Private land comprises less than two per cent of the total land in the county. The balance is public land managed by federal and state agencies and the county. The map on the following page shows land in Lincoln County by ownership.

The predominance of public lands restricts community expansion and economic development. In the past the county has addressed this issue through its Public Lands Commission by identifying public lands desired by the county and communities for economic development and/or community expansion (housing, schools and public facilities). The "Lincoln County Public Land Management and Use Plan" from December 1997 is the last update to this plan. This plan is in need of update to address current management on public lands. This plan provides Lincoln County standing with regards to federal management of public lands. A wide range of activities are possible on public lands beyond traditional uses such as grazing and mining. Therefore the county should be proactive in developing policies that help protect the existing communities from unsuitable adjacent uses or promoting the resources of the county's public lands.

YUCCA MOUNTAIN HIGH LEVEL NUCLEAR WASTE STORAGE FACILITY

If Yucca Mountain, (located in adjacent Nye County) is designated as a high level nuclear waste storage facility, Lincoln County could see an increase in population from people constructing the proposed rail corridor, employed at the facility itself and choosing to live in Lincoln County. In addition, a substantial increase in traffic related to Yucca Mountain and high level nuclear waste storage is expected. Approval of the Yucca Mountain site and associated transportation corridors could have an impact on municipal services, local police and fire protection services, increased demand on the State Highway Patrol, increased demand for medical services, need for additional housing, and the need for additional classrooms and school facilities in Lincoln County. If the corridor through the county is approved, a revision to the county's Emergency Management Plan will be necessary to address the issue of hazardous cargo being transported through population centers along US 93 and other county roadways.

Lincoln County is currently identifying potential land use, social and environmental impacts from the proposed corridor to Yucca Mountain. To prepare for potential growth from a facility such as Yucca Mountain, Lincoln County must address how to finance the demand for additional services generated from this growth and alleviate potential impacts as well. Land Use patterns along the corridor is being carefully examined to identify a route or design that would be the least harmful to the county.

The Department of Energy is conducting an Environmental Impact Statement for the Caliente rail corridor to Yucca Mountain. This review is expected sometime in 2008. Lincoln County will be providing comments on this project during the comment period. The county and the (JCCIAC) Joint City County Impact Alleviation Committee will need to develop positions on various issues related to possible impacts from the corridor. These may include impacts to grazing areas, property values, BLM disposal areas, land use changes, county roads, natural areas, population centers and other county assets.

FUTURE GROWTH AREAS

A variety of residential, mixed-use and industrial projects are in the planning stages in Lincoln County. Coyote Springs Investment (CSI) which acquired the former Aerojet Nevada lands on the Clark County line along U.S. Highway 93. CSI owns an estimated 27,000 acres in the area. A development agreement and planned development code was approved by Lincoln County in June of 2005 for these lands. A density of 5 du/acre was approved by the county. Development has commenced on the Clark County side of this project. The development of CSI lands in Lincoln County are on hold pending the completion and approval of a Habitat Conservation Plan for the valley. CSI is proposing to develop a "new community" to include various forms of housing, golf courses, commercial centers and industrial sites. This proposal will be implemented through a planned unit development.

Vidler Water Company, in cooperation with the Lincoln County Water District, has filed applications with the Nevada State Engineer for large quantities of water in several valleys in Lincoln County. Several applications have been approved and others are pending review in the Spring of 2007. Ultimately, Vidler and the county intend to apply its water resources to development projects in the County. Water development is underway in both the Tule Desert and Clover Mountain basins of the county. The State Engineer has approved up to 60,000 acre feet of water to be imported from both Lincoln and White Pine counties to Las Vegas. An impact study has been released for the Southern Nevada Water Authority for a water pipeline to convey this water. There is great concern about the possible impacts to the carbonate aquifer from which the drilling is occurring. Many residents depend on a system of springs throughout eastern Nevada for their livelihood. The springs provide water for wildlife, grazing, parks and recreation, and other community needs. The Lincoln County Water District will be updating its water plan to address its role for future development in Lincoln County.

The City of Mesquite continues to grow toward the Lincoln County line. The Lincoln County Land Act of 2000 was finalized through provisions in (LCCRDA) the Lincoln County Conservation, Recreation and Development Act of 2004. This area comprises over 13,000 acres of land that is being planned for development by several developers as a planned unit development. Various communities will be developed in village settings to maximize the scenic attributes of the area, provide for a integrated transportation system and become self sufficient through its provisions of services. In response to demands for residential, industrial and commercial development in the vicinity of the Toquop Planning Area, developers are planning for coordinated and attractive development to serve these demands. LCCRDA also provided for the disposal of up to 90,000 acres of public land to help stimulate the economy and broaden the tax base as well as the creation of the Silver State OHV Trail.

The Lincoln County Multi Species Habitat Conservation Plan is expected to be finalized in the Spring of 2008. The MSHCP will address endangered and threatened species in covered areas and proposed development activities. An Implementation Agreement will be required of the county to carry out action items in the plan.

In the Alamo area, Lincoln County is expecting a direct sale of public lands from BLM for 217 acres to develop an industrial park along U.S. Highway 93 south of Alamo. A production well has been drilled on the site and pump-tested. Ample water of high quality is available at the site. Design engineering studies have been completed and the site is awaiting disposal by sale/auction through BLM in the spring of 2007. Studies are also underway to provide the site with power and other utilities.

LAND USE DESIGNATIONS

There are 14 land use classifications shown on the land use map for Lincoln County. The designations listed below should be consistent with specific development standards found within each zoning district. A description for each of the land use designations is provided below. Land Use designations are the blueprint for future growth. They should be viewed as an ideal situation where there are no constraints to proper planning and growth. All zone changes should adhere to the land use map for the county and towns. The reason for using land use districts is to gradually phase out inappropriate or inadequate uses which are replaced with land uses of a higher demand and public value.

Please refer to Table 16, Zoning and Master Plan Designations Consistency, following this section, for a compatibility comparison between the Master Plan's land use designations and the county's zoning districts.

Table 15: Land Use Categories

Master Plan Designation	Master Plan Code	Maximum d/u per acre
Agriculture	AG	1 :20-40
Open Space	OS	1:10
Parks/Recreation	PR	NA
Public	PU	NA
Rural Residential	RR	1:5-20
Low Density Residential	LDR	1:2.5
Medium Density Residential	MDR	16
High Density Residential	HDR	26
Public Facilities	PF	NA
Commercial	CO	TBD
Industrial	LI/HI	TBD
Mobile Home Parks	MHP	6
Mixed Use	MU	16
Planned Unit Development	PUD	3-6

AGRICULTURE (AG):

This designation is intended for commercial agricultural operations, extremely low-density residential uses, and associated activities. Agricultural lands should be of sufficient size to support farm operations typical in the county. Non-farm dwellings in these areas should be limited in number and confined to locations that will not interrupt traditional activities. All dwellings should avoid high class soils, current and future farming areas and be buffered from current fields and farm operations.

Table 16, Zoning and Master Plan Designations Consistency compares the compatibility of master plan designations and zoning classifications.

OPEN SPACE (OS):

Lands to remain in their natural state with no development allowed due to their aesthetic value, historical value, environmentally sensitive land (e.g. floodways, ridgelines or faults) or other constraints preventing improvements of any type. These areas are not open to development (except for light use or recreation) and are protect for public safety purposes or other outstanding public values. Where existing private property exists in open space lands the density for new development will be 1 unit/10 acres if siting for structures can be accommodated.

PARKS AND RECREATION (PR):

Lands to be utilized for both active and passive outdoor recreation will be included in this category. Local, county and state parks are located throughout Lincoln County. However, there is a lack of improved facilities for variety of ages. Playing fields are usually co-located with schools and there are few indoor recreational or community facilities. Many of the town parks are in need of renovation or expansion. Parks should meet national standards in all new development to ensure adequate park space for the future. State Parks in Lincoln County have gradually improved services to include showers, power and other amenities. There are also national wildlife refuges and special natural areas which provide both habitat areas and public use.

PUBLIC (P):

Vast open spaces and scenic vistas are valuable assets for Lincoln County. Many residents choose to live in the county because of its remoteness and scenic beauty. Tourists visiting the area are attracted by the steep canyons and panoramic vistas. Many of these areas are managed as public lands by federal agencies. Lincoln County adopted a Public Land Management Plan in 1997 with policies directed at these areas. This plan needs to be updated to reflect the current needs and conditions of the county's public lands. The county has recently been awarded Question One funds from the state to complete an open space plan. While this plan would focus on the private lands in the county it will also analyze the public lands of the county. Such a plan would enable the county to set priorities and strategies for conserving areas of importance.

While it may be assumed these areas will not be developed in fact they are managed for a wide variety of uses such as grazing, mining, recreation, historical and cultural values. In Lincoln County lands identified as suitable for disposal by BLM through the LCCRDA of 2004 are future possible development areas for growth. These areas are a holding zone for future land use studies and appropriate land use designations which are required prior to public auctions for private disposals.

RESIDENTIAL (R)

This land use designation is for residential uses in both the developed communities and surrounding lands within the county. Residential land use is further subdivided into Rural Residential, Low, Medium and High Density Developments. Lower density and Rural Residential are lands that are located way from public utilities and often used for primarily residential use with lots largest enough to accommodate limited non-commercial agricultural uses. Medium and High Density areas are those with public utilities in close proximity of existing communities and with maximum densities to be further determined by each town in subsequent community plans.

Lincoln County has four variations of residential land use in place to reflect a wide variety of housing options that will be needed into the future. Many communities include low and medium density residential districts with density to 5 du/acre. These units may be configured in attached or detached units, accessory units over 600 square feet, condo/town homes or apartment buildings suitable to the local advisory board. Newer development areas will be developed as a planned unit development will allow for greater flexibility in lot sizes and development standards in exchange for open space, public facilities, parks or other identified community needs. These areas will also accommodate higher density housing units to provide a balance of housing opportunities.

Rural residential lands will be comprised of existing small scale AG zones such as A-1, A-2 and A-3 zones. These areas will be available for those seeking a rural lifestyle and the boarding and use of limited animals. Future zone changes with lots under 10 acres will be designated Rural Residential lands. These parcels may have limited agricultural production with the primary purpose of the lands for residential.

PUBLIC FACILITIES (PF):

Public land uses are located throughout the county and in every major population center. These include airports, sewer and water treatment plants, schools, post offices, county and state facilities, etc. Some parcels may include land for future development or public use. These areas need to be expanded and properly located to meet future needs for growth.

COMMERCIAL (CO):

Land for a variety of commercial uses including: retail sales, professional office space, movie theaters, etc. Commercial centers exist in and around the communities of Alamo, Ash Springs, Panaca, Pioche and Caliente. Pioche and Caliente have the most intensely developed commercial centers offering a variety of goods and services. Future commercial uses should be encouraged in and around the existing population centers they serve. Tourist and traveler related commercial services should be encouraged to locate on or near the highways. Some commercial uses are appropriate in the outlying population centers due to their remoteness and lack of existing retail services. Commercial uses in the outlying areas should provide for the daily needs of local residents and the traveling public. Commercial Areas may also include other appropriate mixed- uses of lower intensity.

LIGHT INDUSTRIAL (LI):

Land designated for a variety of light industrial uses including: warehousing/storage, manufacturing, technology, research and development, small engine repair, auto repair shops and limited sales to the general public, etc. Light industrial land uses should be encouraged to locate within or adjacent to the existing population centers where adequate services are available.

Additionally, the county should market railway corridors as potential new industrial areas if new infrastructure can be provided or developed on site to serve these areas. Other light industrial areas should be considered in conjunction with any expansion of the railroad spur lines to serve the proposed Toquop Power Plant Facility. New light industrial land uses should have direct access to highways and major roads within the area. Depending on the specific use involved and surrounding land uses, buffers to protect neighboring property against noise, glare from lights and other nuisances may or

may not be necessary. Light Industrial uses should also be aggressively pursued in the Coyote Springs Area due to the proximity to Las Vegas.

HEAVY INDUSTRIAL (HI):

Land designated for a variety of heavy industrial uses including: manufacturing, fabrication, chemical processing, power generation, etc. Due to the nature of heavy industrial users, they should be restricted to the outer perimeter of existing population centers and near transportation systems, including highways, airports and railroads. Often these types of uses are in conflict with other land users and should be adequately buffered when located near conflicting land uses. Community water and sewer services should be available or an alternative should be identified prior to approving development permits for heavy industrial use. All utility providers should be consulted prior to approving land for this type of use to determine the level of service available in comparison to the needs of the proposed use. These areas should be developed as a planned unit development subject to a future PUD for new development.

MOBILE HOME PARK (MHP):

Lots and/or spaces located within a common ownership area where individual lots or spaces are rented to occupants of mobile homes, modular homes or recreational vehicles. Mobile home parks offer an alternative to fixed, individual single family housing for permanent, and/or seasonal residents and tourists. Mobile home parks should be located within or immediately adjacent to existing population centers, where water and sewer services are available. Dwellings located within the park must be fixed to the ground by cable or other means with the wheels off and the foundation shielded with materials that match the home.

Recreational vehicle parks (RVP) serve a different population than mobile home parks. Residents in these parks tend to be more transient. Sites are rented on a daily, weekly or monthly basis. Some sites are purchased for seasonal use. As Lincoln County expands its tourist economy, this type of land use will be in higher demand. Recreational vehicle parks should locate where water and sewer services are present or adequate alternative services are available. Appropriate sites may be within or adjacent to existing population centers, state parks, areas of the county frequented by hunters, hikers, horseback riders, etc. Recreational vehicle parks should have direct access to local highways and roads. Recent county regulations have limited RV use and placement on private parcels.

MIXED USE (MU):

Lincoln County supports mixed use development projects where commercial and residential uses may be able to co-exist and to create a vibrant community core. Mixed use proposals will need to demonstrate an overall public benefit and provide assurances that existing permitted uses will not be negatively affected. Site plan reviews will be required for these projects and proposals may be made in any of the commercial land use districts. Design or site development standards may apply.

PLANNED UNIT DEVELOPMENT (PUD)

This designation is intended for higher intensity developments in selected areas of the county where flexibility in development design and densities in order to protect sensitive areas, maximize public facilities or achieve other goals and policies of the master plan shall be encouraged. PUD's shall be implemented through development agreements approved by the county to fulfill the needs of the PUD concept plan. The following items should be addressed in any plan amendments for Planned Unit Developments. Planned Unit Developments may be considered in any rural or low density residential zone with approval of a Master Plan Amendment to PUD and a Conceptual Development Plan.

- Conservation of natural resources
- Land Use
- Public facilities and Utilities
- Parks and Open Space
- Transportation, pedestrian and bicycle corridors
- Community Design
- Urban and Wildland Fire Protection
- Emergency Services
- Fiscal Impacts to county
- Housing
- Historic Resources
- Rural neighborhood preservation
- Habitat Conservation
- Other requested information by the Planning Director

These land use designations are graphically shown on the land use map contained in the back of this document in areas near existing communities. The county land use plan includes the locations of the individual communities and (with a few exceptions) is based on land use designations from the 1982 Master Plan. The county will be developing community plans for insertion into this master plan. That process will identify land use districts in each community. Land Use Maps will be updated at that time.

WOODLAND RECREATION (WR):

The purpose of this designation is for low density residential properties located in forested areas of Lincoln County. These lands present unique challenges for public safety and wildland fire protection. These lands are primarily located in northern Lincoln County where limited public services or utilities exist. This district is comprised of mostly public lands managed by the BLM or US Forest Service. However, scattered private properties exist and are used for vacation homes or second dwellings; some are located on patented mining claims. Density in these areas should be limited to no greater than one dwelling per 5 acres unless planned unit developments are proposed. Special requirements may be implemented requiring secondary access routes or adequate access for emergency providers, on site fire suppression standards, non-flammable building materials, or the creation of defensible space and siting standards for dwellings. Primary uses in this zone include, agriculture, firewood collection, forest products industry, mining, recreation and other resource development activities.

Table 16: Zoning Classification and Master Plan Designation Consistency

Zoning Designation	R 1	R M	RR-1	RR-2	RR-3	RR-4	RR-5	RR-6	RR-7	RR-8	C 1	C 2	M 1	M 2	SID	A 1	A 2	A 3	A 4	A 5	OS	MHP	HD
LDR	N	N	N	Y	Y	Y	Y	Y	N	N	M	N	N	N	N	Y	N	N	N	N	N	M	N
MDR	Y	M	Y	Y	Y	Y	N	N	N	N	M	N	N	N	N	N	N	N	N	N	N	M	M
HDR	M	Y	M	M	M	M	N	N	N	N	M	N	N	N	N	N	N	N	N	N	N	M	M
MHP/RVP	M	Y	M	M	M	M	N	N	N	N	M	N	N	N	N	N	N	N	N	N	N	Y	M
COMMERCIAL	M	M	M	M	M	M	M	M	M	M	Y	Y	M	M	N	M	M	M	M	M	N	M	M
L. INDUSTRIAL	N	N	N	N	N	N	N	N	N	N	N	M	Y	N	N	N	N	N	N	N	N	N	N
H.INDUSTRIAL	N	N	N	N	N	N	N	N	N	N	N	M	Y	Y	M	N	N	N	N	N	N	N	N
AGRICULTURE	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	M	N	N
PUBLIC	M	M	M	M	M	M	M	M	M	M	M	M	M	M	N	M	M	M	M	M	M	M	M
PARKS/REC.	M	M	M	M	M	M	M	M	M	M	M	M	N	N	N	M	M	M	M	M	M	M	M
OPEN SPACE	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	N
PUD	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	N
M- WITH CONDITIONS Y- IS CONSISTENT N- IS NOT CONSISTENT																							

Table 17: Approximate Acreage by Land Use Designations

Master Plan Designation	Total Acres
Residential	686,767.16
Low Density Res	3,577.89
Medium Density Res	299.43
High Density Res	24.90
Mobile Home Park	10.43
Public Facility	1,357.95
Schools	108.45
Commercial	560.27
L. Industrial	204.11
H. Industrial	29,743.03
Agriculture	60,756.64
Public	00.00
Parks/Recreation	18,679.52
Rural Residential	4182.74
Open Space	2412.90
Woodland Recreation	1,289,645.44
Planned Unit Development	6083.60
Caliente	1,280
Designated lands	2,105,694.46
TOTAL:	Private: 148,000 Public: 6,668,000 Total: 6,816,000

TRANSPORTATION

ROADWAYS

Lincoln County's circulation system consists of major highways, collector streets, local streets and mountain/rural roads. County roads are improved and maintained by the Lincoln County Road Department. The department currently has 13 employees. The Town of Pioche has supplemented this assistance with 4 staff of its own and a \$10,000 budget. The county contains 1,800 miles of roads. In the winter, the county plows ranch roads for school buses, as well as streets in Pioche, and east of Caliente toward Beaver Dam. Snow removal is needed approximately 4 to 5 times each year.

There are two county garages, one in Pioche and one in Caliente. While the county owns a wide variety of equipment, much of it is old and requires high maintenance costs. The Lincoln County Regional Transportation Commission (RTC) should develop a capital improvement plan for road improvements. Current response is to address immediate problems based upon available funding.

Major Highways

Major highways are designed and constructed for the purpose of carrying vehicular traffic between communities and provide for the delivery of goods and services within the county.

US 93 is a north-south arterial that connects Interstate 15 in Clark County with Ely, Wells and Idaho to the north and is known as the "Great Basin Highway". US 93 serves Alamo, Ash Springs, Crystal Springs, Caliente, Panaca and Pioche. NV 375, renamed the "Extraterrestrial Highway", connects US 93 at Crystal Springs with US 6 and Tonopah. NV 375 serves the community of Rachel and connects to Tonopah in Nye County.

NV 319 begins at US 93 approximately one mile west of Panaca and connects to Cedar City, Utah and Interstate 15. NV 318 begins in the vicinity of US 93 at Crystal Springs and Hiko and connects to US 6 near Lund in White Pine County. NV 318 creates a bypass for traffic traveling north and south that eliminates the US 93 stretch between Crystal Springs and Ely. This bypass is of concern to Lincoln County because of the loss of potential business and tourism in Caliente, Panaca and Pioche. Highway 317 from Caliente to Elgin was recently destroyed in the January 2005 flooding of the Meadow Valley Wash. Reconstruction to this roadway is expected in 2008. The county has proposed this highway be paved beyond Elgin to the Toquop Area where only a gravel roadway exists currently. This roadway would provide the only direct access to the Toquop Planning Area from existing county communities.

The county is also seeking a regional transportation and drainage plan from the Toquop Developers for the Toquop Planning Area to provide for a Bypass from I-15 corridor into the planning area and returning in Arizona to the east. This study should be completed by November of 2007. It will set forth standards and policies for all developers in the Toquop Area to follow in developing their individual traffic studies. It will determine the primary roadways, approximate school locations, roadways standards and other necessary information to develop the Toquop Area a contiguous area while minimizing impacts on the City of Mesquite. A similar study is underway for an overall drainage plan in the Toquop Planning Area.

Collector Streets

Collector streets provide for through traffic movement within a defined area and direct access to abutting properties. They are designed to collect traffic and feed it onto highways. Ingress and egress should be limited to allow for continuous flow of traffic and shared driveways should be encouraged whenever possible.

Local Streets

Local streets provide access from individual properties to collector streets and highways. They are designed to serve local neighborhoods only and are not meant for through traffic. These roadways may be either public or private depending on the location.

Rural Roads

Rural roads provide local access and generally require protection from erosion. Many of these roads are maintained by Lincoln County but on a wide ranging schedule from twice a year to every five years.

Private roads

Private roads are designed for limited access to agricultural areas, private gated communities or where there is limited potential for future development based on zoning districts, landforms or other obstacles. These roads are not maintained by Lincoln County. (Table 18 shows the design standards for the different type of roads in Lincoln County.)

Table 18: Roadway Design Standards

Roadway Type	Right-of-Way	Paved Area	Travel Lanes	Parking Lanes	DTV
Major Highways	80'-120'	Variable	2-6	0-2	Up to-45,000
Collector Streets	60'-80'	40'-44'	2-4	2	Up to-25,000
Local Streets	60'	36'	2	2	Up to 10,000
Rural Roads	50'	Variable	2	0-2	Variable
Private Streets	40'	30'	2	Variable	Variable
<p><i>Source: Lincoln County Building and Planning</i> <i>DTV = Daily Traffic Volume – Vehicles</i></p>					

GOAL TR-1. Improve, preserve and develop access within Lincoln County.

- Policy TR-1A. Develop and maintain a roadway capital improvement program, coordinated with the Lincoln County Regional Development Authority, the Lincoln County Regional Transportation Commission and the Nevada Department of Transportation and the City of Mesquite to ensure roads are constructed, coordinated, maintained and improved to county standards prior to dedication.*
- Policy TR-1B. Lincoln County should oppose the re-designation of NV 318 to US 93.*
- Policy TR-1C. Lincoln County should evaluate the feasibility of improving and extending a paved highway south from Caliente to the Toquop Planning area.*
- Policy TR-1D. Discourage direct access on and off the highway to adjacent land uses to prevent congestion and accidents from vehicles entering and leaving the highway. Frontage roads should be encouraged to provide safe ingress and egress. Future access permits on highways and county roads should only be allowed after approval by the County or the Nevada Department of Transportation.*
- Policy TR-1E. Planned Unit Developments shall be designed to ensure connectivity between multiple developments and within developments. PUD's will include provisions in their design for safe and efficient roadways, bicycle lanes and pedestrian routes and or trails. Roadways will be sited to maximize the existing grades and contours of the natural landscape and reduce the amount of grading and filling needed to construct all roadways and trails.*
- Policy TR-1F. Crossings of natural drainages shall be minimized and any bridges shall be designed to blend with the landscape and have a low profile. PUD's will also consider the surrounding existing development and the rural nature of current neighborhoods.*
- Policy TR-1G. Development requests will need to illustrate how their proposals roadways will minimize impacts on existing developed areas through design and other transitional development techniques.*
- Policy TR-1H. Lincoln County should develop and adhere to consistent policy for the inspection, acceptance, and maintenance of road rights of ways and easements.*
- Policy TR-1I. Existing subdivisions should be allowed to develop at a density supported by public health services and available water for the entire area and not based solely upon the original lot configuration or density. Combining of non-conforming lots may be necessary to meet public health concerns per the*

zoning or building ordinances. Studies may be required for a project for water delivery, waste water services, drainage, transportation, parks or other public amenities prior to the issuance of any building permits.

GOAL TR-2 Promote the development of a coordinated roadway and addressing system.

Policy TR-2A The county shall develop a roadway classification system to assess maintenance, ownership patterns and future construction needs.

Policy TR-2B The county road department in cooperation with the Regional Transportation Commission and the county planning department shall develop a master plan roadway map to ensure future connectivity and public safety for new and existing development and to identify existing roadway/right of ways/easements.

Policy TR-2C The Lincoln County RTC shall review any large scale project to ensure proper connectivity throughout the project, the county or with adjacent jurisdictions.

Policy TR-2D Lincoln County shall develop an addressing system in coordination with appropriate groups. Once developed, this data needs to be integrated into the county database and development permitting system.

Policy TR-2E Any addressing and roadway planning system shall be spatially based and fully integrated with the GIS system developed by the county and all relevant departments. Any utility providers should provide the county with GPS data on conduits, valves, meters, easements or other appurtenances.

Policy TR-2F Additional transportation facilities will be required for developments in both Coyote Springs and Toquop Planning Area. Such facilities will include but not be limited to public facility sites, personnel, equipment and related infrastructure. The county should work with developers to ensure that adequate public services can be provided for both residents and developers.

Policy TR-2G Lincoln County shall develop service boundaries for transportation services and facilities that are required based on density, local natural conditions, public safety needs and other factors deemed significant in providing a functional and safe roadway system.

Policy TR-2H Lincoln County should pursue the conveyance of right of ways on public lands for roadways where the county has traditionally maintained, the public has used, or a need for such access may arise based on land use changes.

- Policy TR-2I* *Lincoln County should require at least two distinct, non-connecting ingress /egress routes for any proposed land divisions. These routes will provide for emergency access for wildfires, safe ingress and egress.*
- Policy TR-2J* *Lincoln County Building and Safety Department shall review land division maps prior to review by the planning commission. Emergency providers and the county road department should review and approve all land division maps only after adequate and functional access for their vehicles is provided as required in the NFPA and International Fire Code.*
- Policy TR-2K* *Lincoln should require the offer of dedication for right of ways for land divisions for any new or existing roadway or easements where more than three dwellings are located or where future roadways may be connected or extended to serve new development. Easements may be allowed in locations where future development will be limited, not feasible or when easements are limited to utilities. Lincoln County may accept dedications for roadways or floodway channels only after appropriate recording of document and maps and inspection and approval by the county.*

AIRPORTS

The county airport is located in Panaca. It has an uncontrolled paved runway with no commercial service. The Town of Alamo has a landing field that is being considered for upgrades for future use. The county airport in Panaca also has plans for improvements in the near future. Non-commercial airstrips serve the remainder of Lincoln County.

RAIL SERVICE

Lincoln County has no passenger service at this time. The Union Pacific railroad passes through Caliente but there is no passenger or freight service. There may be greater potential for commercial/industrial rail use in the future. Meadow Valley Industrial Park is actively promoting the rail corridor and the parks' location. A rail corridor spur is being planned for the Toquop energy site. This corridor should be utilized for additional economic development along its route. Norcal/Crestline is proposing to use the UPRR corridor to import waste from California. A new rail line is also being proposed through the county by the Department of Energy in conjunction with the Yucca Mountain project. However, it does not appear that any accessory use of this corridor would be possible due to national security concerns of nuclear waste shipments.

BUS SERVICE

Lincoln County Transportation (a publicly-funded senior citizen bus) serves the county. Occasional trips are made to both Las Vegas and Cedar City as well. There is currently no other commercial bus service.

PUBLIC SERVICES, FACILITIES AND UTILITIES

County services are provided by a variety of general and special purpose districts and private corporations. The county is the largest service provider, administering many services such as road maintenance in close cooperation with town boards. There is only one incorporated municipality, the City of Caliente. It provides a full range of services except for law enforcement. A variety of general improvement districts provide important public services such as water, sewer and fire protection at the local level. These districts act independently of both the county and town boards and are summarized as follows:

- Lincoln County Water District
- Alamo Power District
- Alamo Sewer-Water District
- Lincoln County Hospital
- Lincoln County Power District
- Lincoln County TV District
- Pahrnagat Valley Fire District
- Panaca Farmstead
- Pahrnagat Valley TV District
- Pioche Fire Protection District
- Panaca Fire District
- Coyote Springs GID
- Pennoyer Farms Cooperative

Services provided primarily by the county are law enforcement, roads, hospital, and human services. The county also takes the lead in land use matters and has established a countywide planning commission. To better coordinate the efforts of the Planning Commission and the Town Boards, the Lincoln County Planning Department was created in the Spring of 2007 to provide staffing and recommendations to the commission. Schools are a service provided countywide by the Lincoln County School District.

Private companies provide communication services, power, and solid waste and propane services to area residents. Mobile phone service is available in portions of the county through Verizon Wireless and Alltel. While each town may require different types or levels of services from the county, an effort to equalize county expenditures in each town is an issue. The following sections provide an overview of the individual services currently provided by the county.

GOAL PSF-1 Maintain adequate levels of county services and infrastructure as the county grows in population.

Policy PSF-1A Lincoln County should coordinate the provision of services with population growth. Provision of water, sanitary sewer, streets and highways and other public services and facilities should be concurrent with new development.

Policy PSF-1B Standardize the provision of public services and facilities county-wide and develop improvement districts for community utilities.

Policy PSF-1C Identify current capacity and short-term (5 years or less) needs for water and sewer services.

Policy PSF-1D Subsequent parcel maps should be reviewed to comply with applicable subdivision improvements/requirements of Lincoln County.

- Policy PSF-1E* *Require multi-family housing units of four units or more to hook up to community water and sewer systems when available.*
- Policy PSF-1F* *Require commercial and industrial development to be connected to community water and sewer systems unless it can be demonstrated to the County Engineer that alternative services are adequate.*
- Policy PSF-1G* *Planned Unit Developments shall be required to provide for adequate facilities for a wide range of county facilities including but not limited to locations for schools, parks, fire, EMS, law enforcement and other public facilities. Structures to house facilities will be required in areas not currently served by county services. These sites should be centrally located and include campus style design to increase efficiency of operations and quality of service.*
- Policy PSF-1H* *Master Development Agreements shall be used when coordination between developers/landowners is necessary to adequately plan for the phasing and funding of public services, infrastructure, or planning of development activities.*
- Policy PSF-1I* *Lincoln County may require a fee for the planning, engineering and other studies needed to adequately address a comprehensively planned master infrastructure for the Toquop Planning Area. Such fees will be offset by any contributions made by individual parcel owners/developers (A-J) who provide in-kind funding, facilities or other preliminary studies for the entire Toquop area. Fees may be based on land area of parcels, benefits to future development, or site specific conditions borne by specific land owners.*
- Policy PSF-1J* *Lincoln County should develop a fiscal impact analysis and capital improvement plan to address aging, inadequate and unsafe facilities. These studies should account for future public service needs countywide. The study would outline costs/revenues to the county for future development and the expectations for current developers to assist in these needs. Strategic planning should also be conducted with the board of commissioners and elected officials to determine future operational needs and overall direction of county policy.*
- GOAL PSF-2** **Maintain existing schools and provide for new schools as the need is identified.**
- Policy PSF-2A* *The County should coordinate with the School District to determine both short and long-term needs concerning classroom space and construction of new facilities.*
- Policy PSF-2B* *Future school sites should be identified and dedicated in PUD's to ensure adequate land and facilities for all levels of education.*

Policy PSF-2C *The county shall pursue residential construction taxes, developer funding, or bonding efforts in conjunction with developer contributions to construct new schools and parks for the Coyote Springs and Toquop Planning Areas.*

Policy PSF-2D *New schools shall be of the scale and quality of existing county schools to provide for rural education in higher density settings. Any new schools shall meet the policies for Lincoln County School District plans for expansion..*

GOAL PSF-3 Ensure that medical services are accessible to all residents.

Policy PSF-3A *Provide adequate health facilities for the residents of Lincoln County.*

Policy PSF-3B *Lincoln County should work cooperatively with the Lincoln County Hospital District towards acquiring and maintaining qualified medical personnel to meet the demands as the county experiences growth.*

Policy PSF-3C *Services should be provided for seniors that include active and passive activities as well as structured educational opportunities.*

Policy PSF-3D *Develop a social services and public health plan for Lincoln County.*

GOAL PSF-4 Development Agreements shall be used for new development in the Toquop and Coyote Springs planning Areas.

Policy PSF-4A *All public facilities, services and related infrastructure occurring in the Toquop and Coyote Springs Planning Area or other future undeveloped areas not readily served by county services shall require the coordination, proportional cost sharing and agreement from all developers/owners of the township or planning area to plan for and develop necessary supporting facilities, services and sites and facilities through a master area development agreement.*

Policy PSF-4B *Development shall not occur until such an agreement to provide for public needs is met and agreed upon by the county and developers. The county may require future owners to contribute to the items listed above through a levy, exaction or special district assessment.*

Policy PSF-4C *County health care facilities and sites should be provided in conjunction with other similar county services in the Toquop and Coyote Springs Planning Areas.*

WATER/SEWER

Water and sewer is provided in the developed portions of Lincoln County by the county, a public utility or General Improvements District. Service to outlying areas is by septic and well and on an individual basis. The Coyote Springs and Toquop planning Areas will both be served by GID's for sewer and water services.

Table 20: Water & Sewer Capacity

Town	Water Hookups	% Capacity	Sewer Hookups	% Capacity
Pioche	350	50	325	75
Panaca	*339	75	292	50
Alamo	300	50	*225 res/26 com	**95
<i>Source: Lincoln County Public Works, 2006</i> <i>*Note: Only Alamo breaks out residential and commercial sewer hookups.</i>				

LAW ENFORCEMENT

Two agencies; the Lincoln County Sheriff's Department and the Nevada Highway Patrol provide law enforcement in Lincoln County.

Lincoln County Sheriff's Department

The Lincoln County Sheriff's Department provides police protection to the unincorporated portions of the county, including the towns of Pioche, Panaca and Alamo and the City of Caliente. The Sheriff's Department, located in the County Correctional Facility operates, and maintains the jail, which can hold over 50 prisoners, and a communication network. There is a substation in Alamo. There are a total of 20 employees, including the sheriff and a captain, 11 patrol officers, 4 full time jail monitors/dispatchers and 2 part time jail monitors/dispatchers, and 1 secretary. The county provides the countywide planning and financing for law enforcement. Equipment includes a patrol car for each patrol officer, the sheriff and captain, a jail van for transporting prisoners; 2 pickup trucks, one unmarked vehicle and 6 four-wheel drive vehicles.

The problems identified by the County's Sheriff Department are related to the size of the county and lack of patrol officers to respond to calls. There are no patrol officers to serve on a graveyard shift, making it necessary for employees to be on call during these hours. The 911-response system needs enhancement. Another problem is communication from one end of the county to other. Recent funding agreements between the county and BLM will provide for one additional officer to assist law enforcements efforts on public lands. The projected needs over the next 5-10 years are:

Human Resources

- Add 5 more dispatchers and 3 secretarial positions.
- Not including expanding the detention center, 2 additional detention officers, 2 detention supervisors and 2 detention transportation officers.
- 2 patrol investigation/detective positions.
- 2 patrol supervisor positions
- 2 patrol deputy positions
- 6 patrol positions for Coyote Springs and Toquop each and 2.5 deputies/1000 thereafter.
- Join the narcotics task force and supply one narcotics investigator position.
- Addition of bailiff/civil service officers.

Equipment

- 2 additional microwave radio sites.
- Upgrade dispatch console and 911 center (priority 1)
- Supply power to Alamo microwave site.
- 2 additional detention transport vans
- Replace all patrol vehicles and equipment upon reaching 80,000 miles.
- Present patrol fleet of 11 vehicles will increase to 24 patrol vehicles and equipment necessary plus 5 reserve vehicles (reserve vehicles will be vehicles unsold in excess of 80,000 miles.)
- 1 crime scene investigation vehicle and equipment.
- 2 dual purpose police canines
- AFIS machine for Alamo (finger printing machine)
- Additional computer work stations for new officers.

SOURCE: (Lincoln County Sheriff's Department, 2006)

Nevada Highway Patrol

The Nevada Highway Patrol is primarily responsible for maintaining the public safety and law enforcement on Lincoln County highways. Currently three officers patrol the county and assist the county and city when requested. Future needs depend on whether or not Yucca Mountain is approved for high level nuclear waste storage. If approved, a substantial increase in officers and equipment will be needed to patrol the county due to an increase in traffic. At the current rate of growth, an additional 2 patrol officers are needed along with two additional vehicles over the next 5-10 years.

- GOAL PS-1 Ensure that adequate law enforcement services are accessible to all residents.**
- Policy PS-1A Lincoln County should update its 1999 Emergency First Response and Medical Emergency Enhancement Plan.*
- Policy PS-1B Lincoln County should ensure that adequate professional and volunteer staff is available and trained to handle a wide range of emergency contingencies.*
- Policy PS-1C Lincoln County should pursue a wide range of funding sources to improve and modernize its emergency response capabilities.*
- Policy PS-1D Lincoln County law enforcement and emergency providers should participate with the development of any addressing system developed for the county.*
- Policy PS-1E Response time and service boundaries should be evaluated for Lincoln County through the use of GIS to develop an emergency response database system that is accessible to appropriate county personnel.*
- Policy PS-1F Lincoln County law enforcement and emergency services officials should assist in the identification of public safety needs including but not limited to; facilities, locations, sites, staffing, equipment and training that will be necessary for the Toquop and Coyote Springs Planning Areas and the BLM disposals near existing communities.*
- Policy PS-1G The County should pursue a new justice facility in Pioche for law enforcement personnel, court activities, holding facilities and juvenile detention. This facility would alleviate space planning needs for other county offices to meet future facility demands. Such a facility could also be used for the temporary detention of juvenile offenders prior to transfer.*
- Policy PS-1H Law Enforcement facilities, staffing and equipment should be dedicated through the development agreements signed with developers of Planned Unit Developments. Fiscal impact analysis required as part of the development review process for PUD's should consider the costs to the county of providing these services in remote portions of the county to be developed.*

FIRE PROTECTION

Fire protection is provided primarily by volunteer fire departments located in the communities of Pioche, Panaca, Caliente and Alamo. Equipment in communities needs upgraded and qualified training is an on-going challenge. The Bureau of Land Management also provides fire protection capabilities for wild land fires. Firefighters are seasonal and the Bureau of Land Management maintains cooperative agreements with the local jurisdictions of Lincoln County.

Fire services will be provided in both Toquop and Coyote Springs Planning Area through fire/ambulance districts with start-up facilities, equipment and staffing through contributions of the developers.

Community Wildfire Assessments were conducted by Resources Concepts Inc in 2002. The recommendations from these studies should be utilized in land use planning activities. A new land use district has been created for the master plan map to highlight special development and fire suppression needs for the county's urban interface areas such as Pioche, Ursine and Mt. Wilson.

Policy PS-2A Fire safety standards should be developed to minimize introduced fire risk from new development, ensure adequate access for fire suppression vehicles, for both structural and wildland fires, and consider appropriate fire resistant building materials and landscaping materials.

EMERGENCY MANAGEMENT

The Lincoln County Emergency Operations Plan has been recently updated and includes chapters on "Planning Situations and Assumptions", "Pre-Disaster Planning" and "Disaster Response and Recovery Activities". The goal of the plan is to protect life and property in Lincoln County during and after an emergency. The plan creates an operational system that the county can use to adequately prepare for, respond to, and recover from major emergencies and disasters. The plan identifies the responsibilities of local, state, federal and private agencies required to deal with the four phases of emergencies; preparation, mitigation, response and recovery.

The public safety, public works and public health agencies of Lincoln County can handle the great majority of emergencies that arise. These situations are handled under standard day-to-day operating procedures. When emergencies strain the response or management abilities of the normal response agencies, a smooth transition to a system of major emergency or disaster management is outlined in the Emergency Operations Plan.

The Federal Emergency Management Agency (FEMA) provides emergency management services through a local county coordinator. Activities include providing training to the local community ambulance and fire service volunteers. Hazardous material training is a major focus of FEMA's efforts. A need for improved communications and equipment is a major concern, given the miles of county highways and remoteness of the area.

Lincoln County is currently developing a site addressing system county-wide. The new system should be completed in the Spring of 2008. It will be based on a grid network and compliant with Phase II E-911 services. The planning for the new system has been coordinated with adjacent jurisdictions to avoid confusion in emergency responses and will be the first official site addressing system for the county.

AMBULANCE/MEDICAL SERVICES

The Grover C. Dils Medical Center provides primary emergency room services. Critically ill persons are stabilized and transported to Las Vegas or St. George Utah for more advanced treatment. The hospital maintains six beds, one physician, eight registered nurses, seven nurses' aides, four technicians and two LPN's. Medical clinics are also maintained in Caliente and Alamo. Volunteers provide ambulance and emergency medical services either in conjunction with volunteer fire departments or as an independent ambulance association. There is a problem with response time to outlying areas because of the geographic distances. Ambulance service is available throughout the county but ambulances are only based in Alamo, Caliente and Panaca.

SCHOOLS

The Lincoln County School District serves all of Lincoln County. There are two high schools, two middle schools and four elementary schools. In addition, the Nevada Girls Training Center (C.O. Bastian) is located in Caliente. While this is not part of the Lincoln County system, the county provides teachers. The following tables show student enrollment by grade and school.

Table 19: 2006 School Enrollments

SCHOOLS	Pre-K	Kindergarten	Elementary	Middle/High
Pioche ES	2	9	74	
Panaca ES	2	12	96	
Caliente ES	7	14	110	
Pahrnagat Valley ES	10	21	84	
Meadow Valley MS				74
Pahrnagat MS				54
Lincoln County HS				186
CO Bastian HS				145
Pahrnagat Valley HS				82
Total	21	56	42	541

Several new schools have recently been built in Lincoln County. A new high school was built in 2000 to replace the one in Panaca. A new Elementary School was constructed in Pioche in 2000. Continued growth in the Pahrnagat Valley region will require the addition of another elementary school within the next 10 years. The above construction schedule is based on a goal of 23 students per teacher. At this time there is enough space for an additional 50 students. A rapid change in population growth will exceed the capacity of the school system and accelerate the need for new facilities.

Financing new schools is through bonds. To supplement this source of funding, the school district is applying for assistance from the state school construction fund using projected sales tax revenues. As in all small, rural counties, the school district is cautious in expending funds for construction while trying to avoid a crisis due to sudden increases in student age population. The school district has been actively involved in identifying new school sites and policies for the Coyote Springs and Toquop areas. The district wants to ensure that schools reflect the values of county residents with small-scale education facilities being the model.

COMMUNITY SERVICES

HUMAN SERVICES

The county and local churches are the two main providers of human services. The range and level of services available is generally minimal as county residents rely on and value informal assistance provided by a network of family friends or church. Incidents of arrests, for example, tend to be low as police and sheriff's officers are able to deal with many cases informally without taking them through the court system. Human service programs concentrate on senior citizens and the handicapped. There is also a Housing Authority that provides some low income housing units. The county acts as a clearinghouse for several programs, contributing limited funds in some cases.

Lack of funding hampers many programs including the transportation/van system, the Retired Senior Volunteer Program, seniors' nutrition program, low income energy assistance, weatherizing and minor home repair programs. As federal funding assistance is reduced, these needs will be increased.

LIBRARY

The county library system serves the entire county primarily in conjunction with the school district. Branch libraries are maintained in Pioche Caliente and Alamo, and are managed by a library board. Books are circulated between branches and a bookmobile serves the outlying communities on a regular basis. Additional space is needed in most branch locations in the near future. New development should provide locations for expansion of the public library system.

SOLID WASTE

Solid waste disposal is provided by a private contractor to the county. A second contractor (western Elite) provides recycling services for construction and demolition debris. A landfill is located approximately 20 miles east of Panaca at Crestline and provides for all the solid waste needs in the county. Transfer stations are located throughout the county including Caliente, Panaca, Alamo, Pioche, Eagle Valley, Hiko and Rachel. The county is currently negotiating with Norcal, the sole county franchisee, for a long term contract to import solid waste from Los Angeles. The county waste management ordinance and solid waste plan is also being updated. Efforts for recycling in the county specified in the 2000 Lincoln County Solid Waste Management Plan have not been implemented.

- GOAL SW-1 Increase the economic benefits to county residents from waste management activities in the county.**
- Policy SW-1A Lincoln County should explore methods of increasing revenues and services of the Crestline landfill.*
- Policy SW-1B Recycling, composting and yard debris plans should be developed within the county on a measured basis and based upon adequate material stream and market opportunity.*
- Policy SW-1C Innovative ideas should be explored to allow the county to collect and transport recyclables to markets in either Utah or Nevada locations.*
- Policy SW-1D Revenues from landfill operations should be used to offset trash collection fees for residents and for developing recycling programs county-wide.*
- Policy SW-1E Increased waste stream and associated revenue from outside sources should be utilized primary to improve waste management services, landfill, diversion and recycling efforts.*
- Policy SW-1F Value added industries should be explored by the county to utilize portions of the waste stream for fuel production, biomass, re-use of building materials or other waste stream materials. Any agreements related to solid waste disposal in the county should allow for small businesses to pursue these industries not being pursued by the landfill operators.*
- Policy SW-1G Lincoln County should pursue waste transfer locations as RPP lands from BLM for the transfer of waste and recyclable from new developments in the county.*
- Policy SW-1H The 2000 Lincoln County Solid Waste Management Plan should be revised and incorporated into the county master plan.*
- Policy SW-1I All solid waste facilities should operate under a conditional use permit which is reviewed at least every 5 years.*

RECREATION, PARKS, TRAILS AND TOURISM

Lincoln County has a wealth of natural resources to be enjoyed by its residents and visitors. Open space in which to recreate is an important resource for the county. The Lincoln County Master Plan promotes recreational/open space resources for current and future residents of the county.

Since approximately 98% of the county is public land, state and federal agencies are charged with their management. There are numerous sources of information that highlight these recreational resources (e.g. State Parks brochures, BLM and US Forest Service maps, National Wildlife Refuge publications, hunting license information, etc.). The key is coordinating this information into a single source that provides a comprehensive listing of the opportunities in Lincoln County. This process will attract visitors to the area and promote the area's resources to the outside.

Residents of the county enjoy a multitude of recreational activities throughout the county. Remote areas as well as those close to communities have much to offer. "In-town" opportunities include equestrian/pedestrian/bike trail connections between key points within and through communities and also between communities. This system of trails can link together schools, parks, community centers and public lands. Hunting and fishing is a valued experience that many residents enjoy. Camping and off-highway vehicle uses are others.

A way in which the county's recreational resources can be promoted both to the outside world and the local community begins with an "opportunities inventory" which should be developed. Such an inventory should include:

- Riparian corridors And wetlands
- Lakes and playas
- Sensitive or endangered species habitat
- Trails, trailheads, abandoned railroad rights-of-way, utility corridors and easements
- Undeveloped and developed camp grounds
- Significant wildlife habitat and wildlife migration corridors
- Unique visual and scenic areas, view sheds, scenic vistas, vista points and scenic roadway corridors and back country byways
- Visually important ridgelines, hills, mountains, rock outcroppings and canyons
- Historic and prehistoric cultural resources
- Camping, hunting and fishing opportunities
- Off-highway vehicle areas

There are no public recreation programs outside of the schools. Various volunteers and interested participants organize competitive leagues and provide activities. Each community has park facilities and residents also use the school facilities. Both Panaca and Alamo have received additional land from the Bureau of Land Management for park purposes. Caliente and Pioche have outdoor swimming pools. Every community has lighted ball fields.

There is a lack of money and programs to provide activities for adults of all ages. As with most small communities, financial resources are limited and the critical numbers of people to support recreational facilities are non-existent. Volunteer contributions and self-help programs dominate and indoor facilities are limited to availability of school facilities. The lack of critical population numbers also inhibits commercial recreational activities, such as movie theaters or bowling alleys or other for-profit facilities. A role for the

Lincoln County Regional Development Authority is to list by priority the types of recreational facilities desired by residents of Lincoln County and encourage private investors to develop some of the facilities. The county is receiving funding through the Southern Nevada Public Land Management Act to improve a variety of parks and community facilities throughout the county.

GOAL RT-1 Increase tourism in Lincoln County.

Policy RT-1A Lincoln County should continue to work with the Nevada Division of State Parks and other appropriate agencies to promote recreational opportunities.

Policy RT-1B Lincoln County should expand its website to promote tourism opportunities in the county.

Policy RT-1C Lincoln County should diversify its existing outdoor recreation opportunities.

Policy RT-1D Lincoln County should develop a "recreational opportunities inventory" that highlights the wealth of natural assets found in the county

Policy RT-1E Lincoln County should coordinate with BLM and the regional economic development authority for the planning, use and expansion of the Silver State Trail to maximize the use and economic benefits to the local economy.

GOAL P-1 Increase and improve community parks and facilities in Lincoln County.

Policy P-1A Lincoln County should explore future funding opportunities from the Southern Nevada Public Lands Management Act and other sources to improve and expand its community park facilities.

Policy P-1B New developments in Lincoln County shall provide safe and accessible park facilities commensurate with national standards. Facilities should be based on the needs and demographics of the local population to serve age appropriate age groups and to plan for future demographic changes.

Policy P-1C Existing park facilities need to be updated to meet current park safety standards and provide incentives for families to locate to Lincoln County.

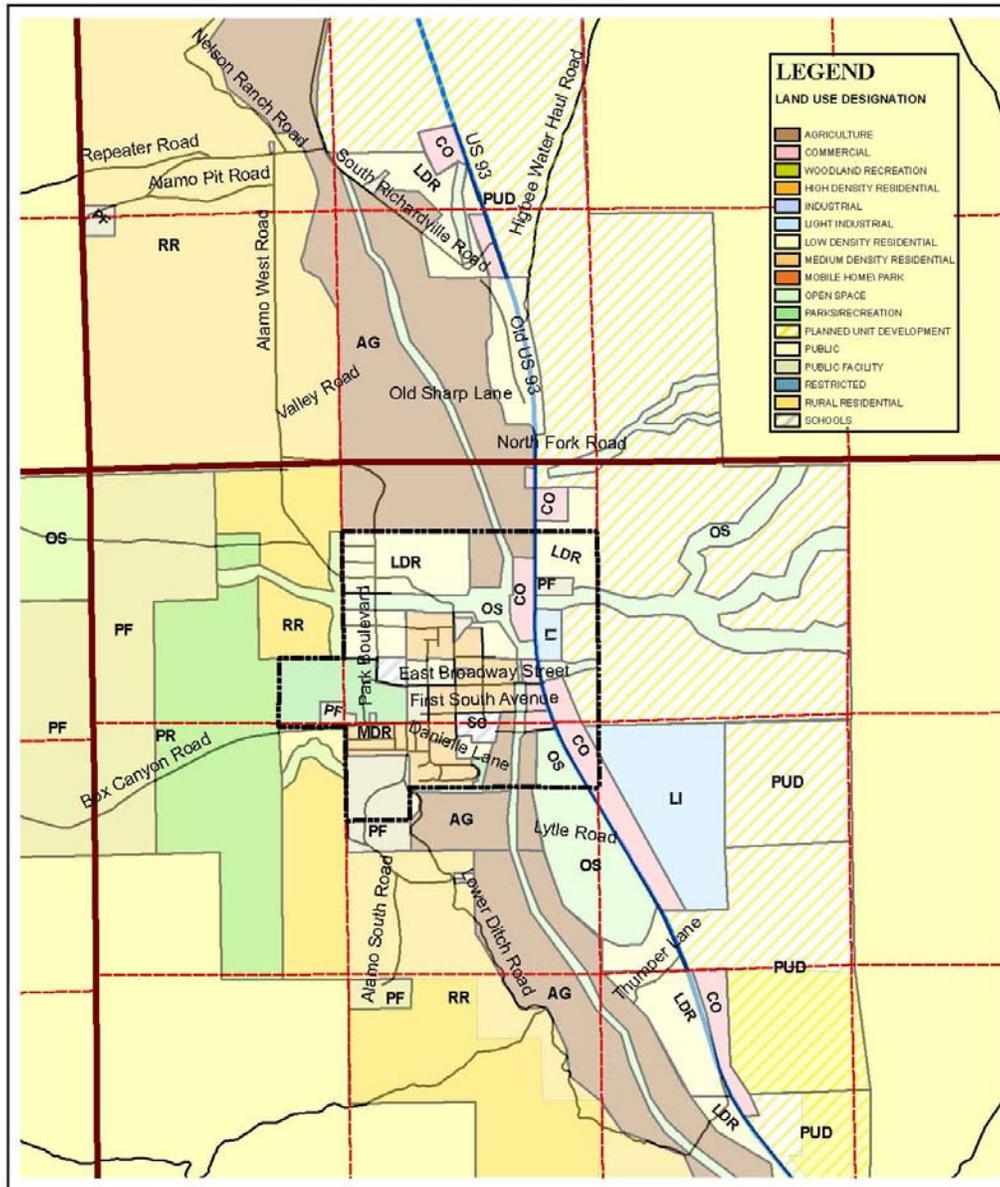
Policy P-1D Proposed park facilities should be connected to pedestrian walkways or trails throughout the community to avoid vehicle use.

Policy P-1E A wide range of parks and recreation activities should be developed based on resident surveys or specific requests.

- Policy P-1F* *A parks and recreation plan should be developed in conjunction with the county master plan to identify opportunities for parks, facilities, trails, recreation centers, and other health related facilities to make Lincoln County an attractive place to relocate for families. This plan should be coordinated with land use plans, public lands plans and tourism and chamber of commerce groups.*
- Policy P-1G* *Lincoln County should pursue community park improvements, community centers to serve a wide variety of needs, and operation and management revenue and the addition of new parks in each of the established towns.*
- Policy P-1H* *New subdivisions should be required to provide for dedicated lands for future public uses including but not limited to; parks trails and open space, dedicated floodways and government facility sites. This area will not include roadways or other utility easements. The total acreage of lands for all projects will be determined through future planning efforts by the county.*
- GOAL P-2** **Develop bicycle and walking trails connecting our public facilities to residential areas.**
- Policy P-2 A* *Lincoln County should support creating bikeways between schools, parks residential and commercial areas.*
- Policy P-2 B* *Lincoln County should develop bike plans for each community.*
- Policy P-2C* *The County should support trails and other activity programs to provide healthy, youth activities and exercise and help address childhood obesity.*
- Policy P-2D* *Community plans in Lincoln County should be including pathways, pedestrian ways, and bikeways in their plans as an alternate form of mobility.*
- Policy P-2E* *The county should seek state and federal funds for the planning and construction of bikeways and paths.*

FIGURE 5: TOWN OF ALAMO- PROPOSED LAND USE DESIGNATIONS

ALAMO MASTER PLAN



Map ID# 1043

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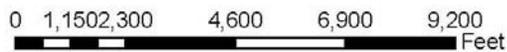
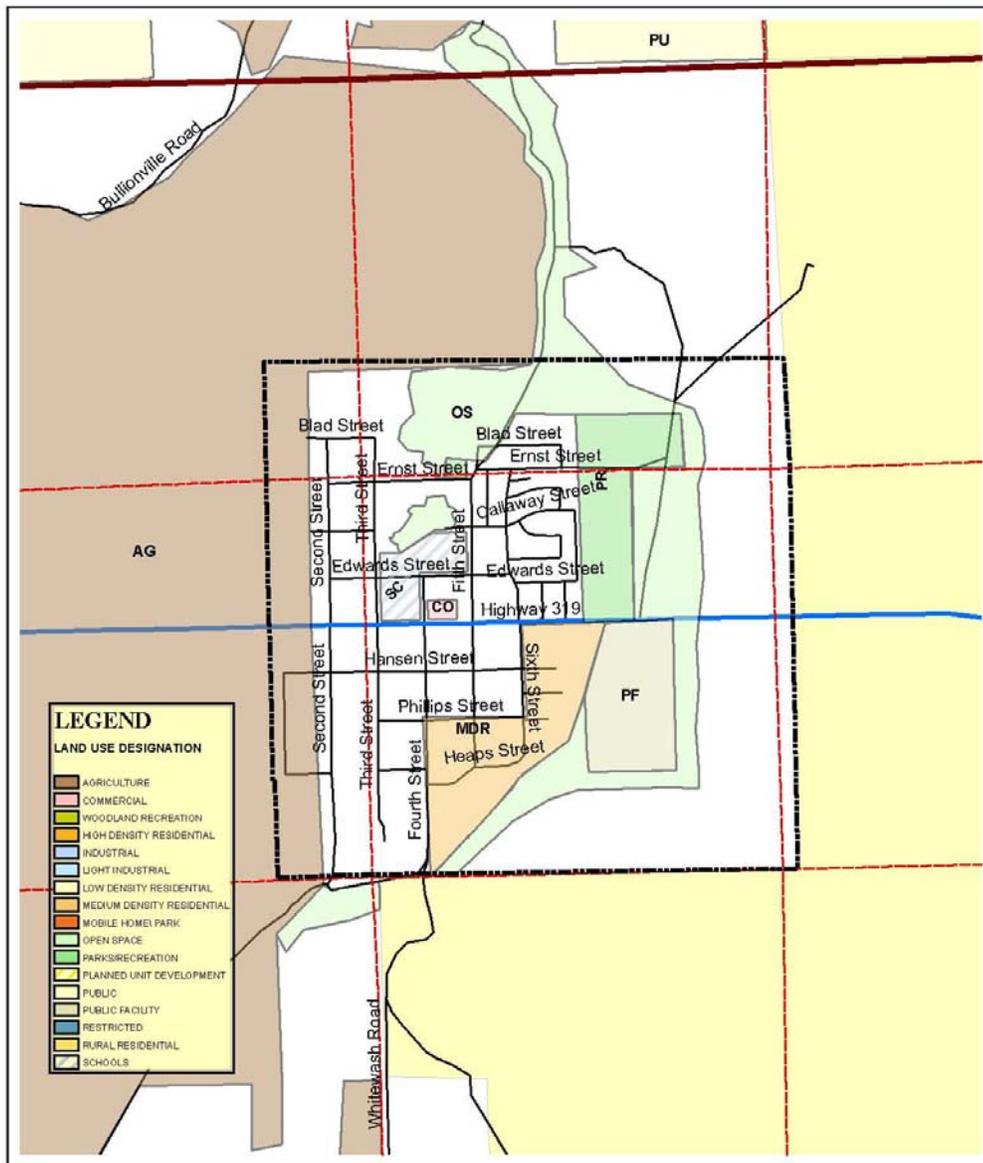


FIGURE 6: TOWN OF PANACA- CURRENT LAND USE DESIGNATIONS

PANACA MASTER PLAN



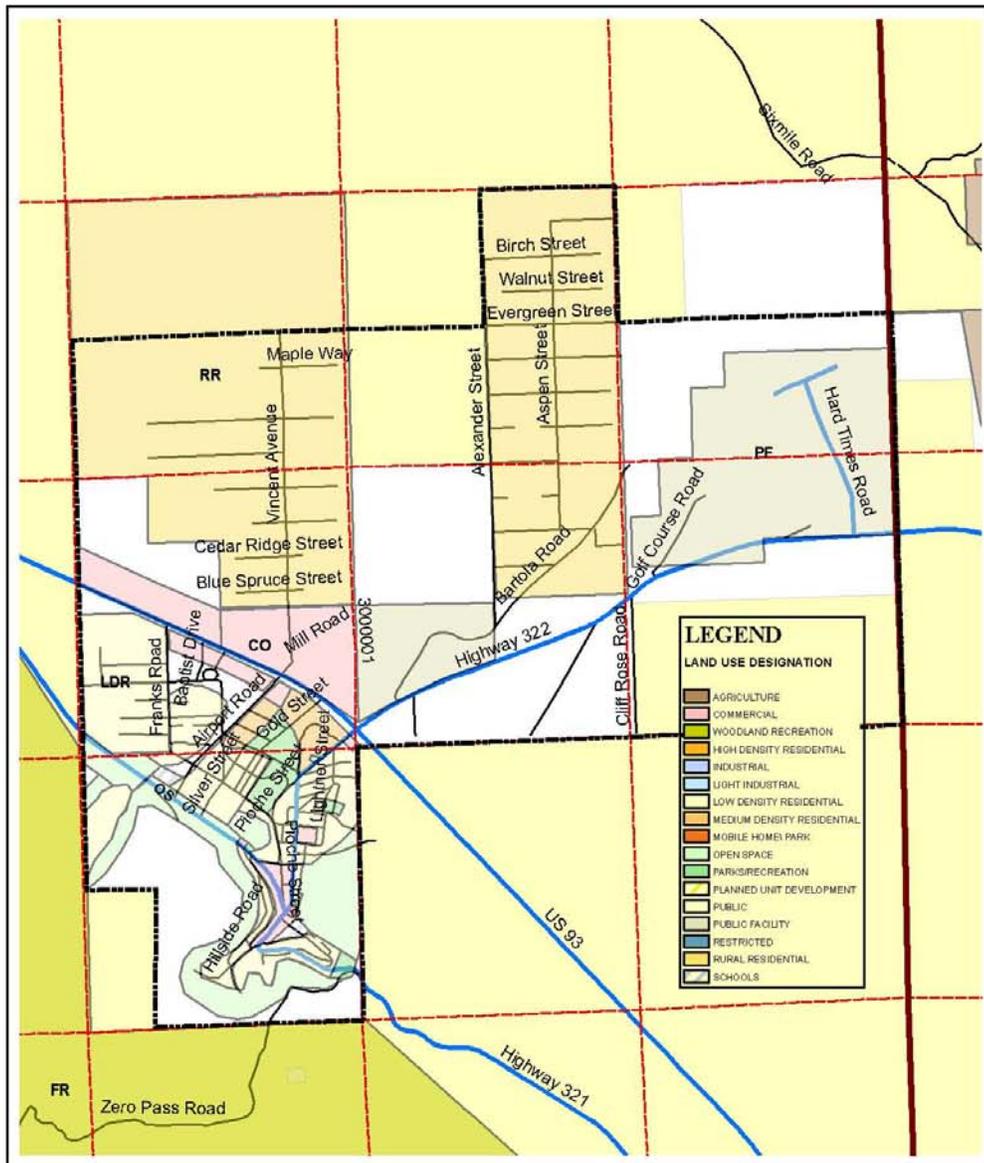
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FIGURE 7: TOWN OF PIOCHE- CURRENT LAND USE DESIGNATION

PIOCHE MASTER PLAN



Map ID# 1046

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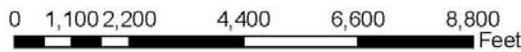
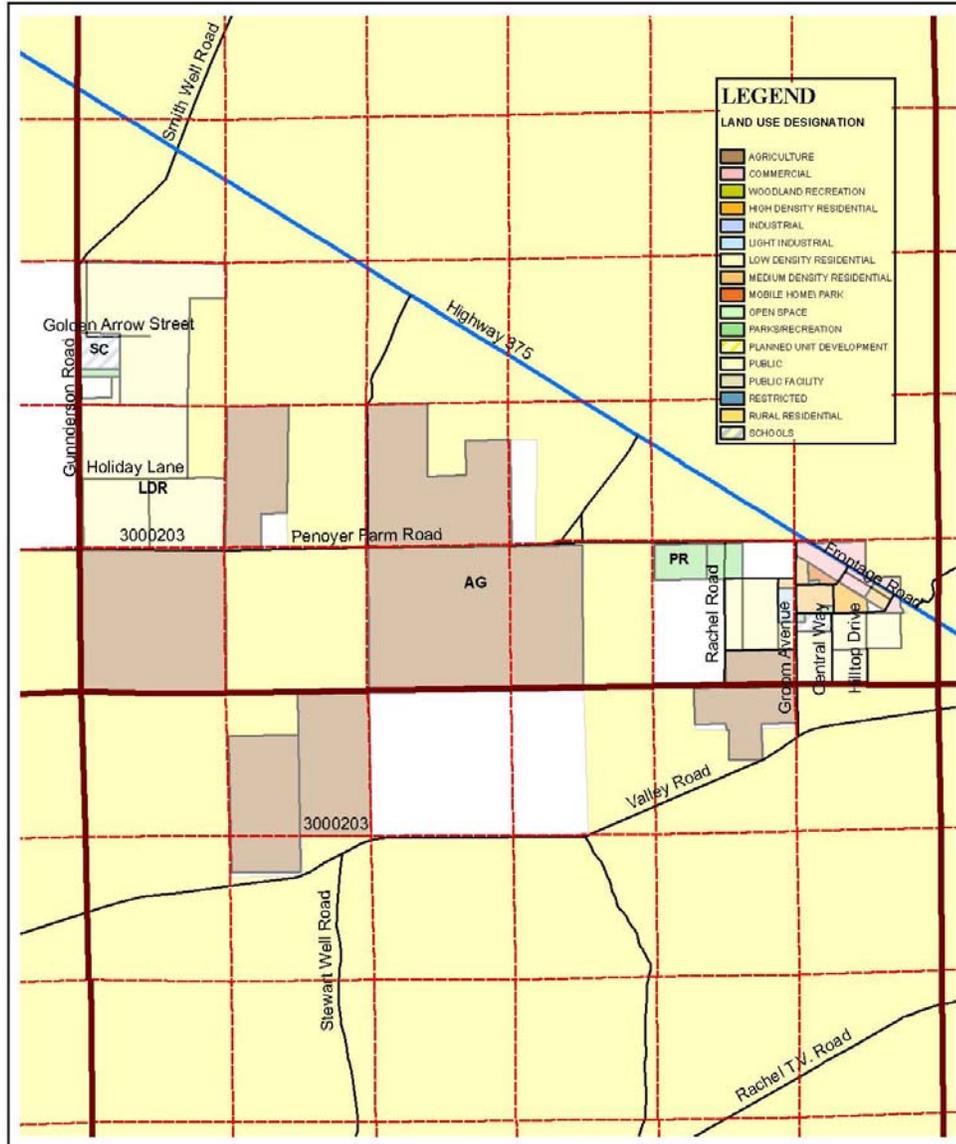


FIGURE 7: RACHEL PLANNING AREA PROPOSED LAND USE DESIGNATIONS

RACHEL MASTER PLAN



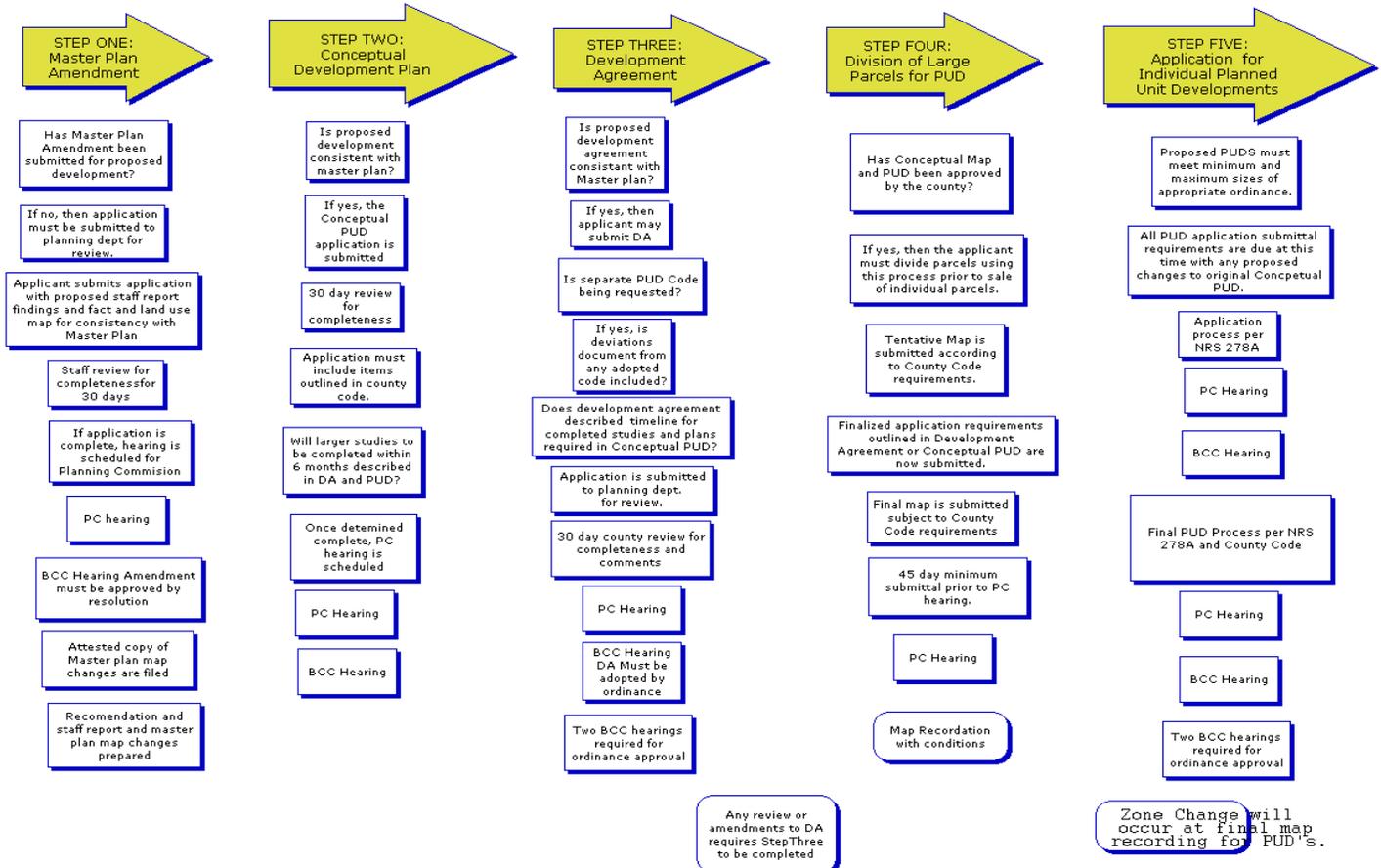
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FIGURE 8: LARGE PROJECT REVIEW PROCESS

LARGE PROJECTS REVIEW PROCESS



*open meeting law requirements must still be met in addition to these requirements

ALAMO COMMUNITY PLAN

The Pahranaagat Valley is located in south-central Lincoln County. The north-south valley is about 40 miles in length. Bottomlands are primarily pasture lands with some cultivated crops and mature cottonwoods shading much of the irrigated corridor. The verdant valleys have been used for agricultural production since the first pioneers settled the valleys over 120 years ago and are still a vital part of the livelihood for many families. Upland benches extend from the valley floor to the foothills of the surrounding ranges.

Alamo is located east of the Nellis Air Force Base Test Range and the Sheep national Wildlife Range. At the south end of the planning area the Pahranaagat Valley Wildlife refuge straddles the valley with a series of lakes and recreational opportunities for outdoor enthusiasts. This location is only 15 miles from the North end of the Coyote Springs Planning Area. On the north end of the Pahranaagat Valley State Highway 375 traverses ranges to the west and the Town of Rachel 36 miles away.

In addition to the town of Alamo there are other settlements along the valley such as; Ash Springs, Crystal Springs and Hiko. Based on Lincoln County and the State demographer's data for 2006 of the estimated 4400 residents in Lincoln County, approximately 1000 people reside in the PV Planning Area.

The Alamo Community Plan designates a planning area by which goals and policies will be developed to plan for anticipated growth in southern Lincoln County and to retain those characteristics which are favorable. While the Alamo Town Board only advises the county commission on issues within the town limits, a committee designated by the town board will assist in the development of the area plan for the entire valley. The town itself is proposing an expansion into nearby lands to ensure that services will be available and that growth can be managed in both intensity and location.

This committee has been meeting monthly for the past year. Topics that have been discussed have included, land use, conservation, community facilities, utilities, agricultural lands, community values, housing opportunities, employment, the airport and public services such as schools.

Need for Community Plan Update

The Pahranaagat Valley is the closest community in Lincoln County to Las Vegas and Clark County. Recent growth pressures outlined in the master plan indicate that these growth pressures are likely to spill over into this area. This proximity to growing area has increased the demand for housing, jobs and other commercial services in the area. The Coyote Springs development project located just 40 miles from the Town of Alamo could have an impact on the land base of this small rural community. Local residents are anxious about possible future changes to their community and the rural lifestyle it affords. Likewise, many young people leave the area due to the limited opportunities for employment and family housing.

The last update to the Alamo Land Use Plan was made in 1993. However, this plan was never formally adopted by Lincoln County. The last adopted community plan dates to 1983 during the MX missile proposals era. The town lacks policy guidance in its decision making to move forward into the future. There have been proposals for town expansion, growth management controls and other improvements to the Town. The purpose of this update is to provide a measured roadmap into the future for an area and its people now facing uncertainty.

The Alamo Industrial Park lands will be sold to both Lincoln County and other private developers starting in the spring of 2008. A direct sale to Lincoln County will occur in late 2007 for lands slated for industrial and commercial uses. A second parcel will be available a month later for public auction for residential uses. Two other parcels will be made available after the BLM Ely Resource Management Plan is made final in 2008. At least one manufacturing firm has expressed strong interest in acquiring land for a manufacturing plant. The County is also working with local utility providers and improvement districts to provide water, sewer and electrical services to this location east of Hwy 93 from the current Town site of Alamo.

The Town of Alamo has expressed interest in developing the residential portions of the land area as a planned unit development as opposed to traditional tract subdivisions. The county will be developing this ordinance for its use in several of its towns countywide. Such an ordinance offers flexible and potential cost savings in development while clustering developing and providing other public amenities such as trails, parks, open space and community facilities.

The Town of Alamo has recently been awarded substantial grant funding to improve its community parks. Yoppsville Park, the rodeo grounds and the community park will be renovated with new facilities. Other proposals have been made by the Pahrnagat Valley Wildlife Refuge managers to the south for a valley trail system utilizing old highway rights of ways and other future public lands to be released in the future by BLM.

While many of the residents of this verdant valley hail from original settlers of the valley, there are many new people looking at this area for either an escape from the city, a better place to raise their children or to plant roots in a new place. No matter the future makeup of this community, this plan could provide valuable insight into keeping this valley a desirable place to live.

The following polices have been developed to guide future growth within the Pahrnagat Valley.

CONSERVATION/ ENVIRONMENT/NATURAL RESOURCES

The Town of Alamo is situated amid the Pahrnagat Valley and within the White River Basin. Existing land use is primarily rural residential, agricultural and low to medium density development closer to the Town of Alamo. The valley ranges in size from 2-3 miles width on the south end to 6-7 miles to the north. The landscape setting is comprised of three types included upland hills, bench lands overlooking the valley and valley itself. Vegetation ranges from mixed Mohave/Great Basin plants in the higher elevations to Cottonwoods and pasture in the valley. Washes are commonly found running from the east or west towards the river basin. These washes coupled with the valley itself present challenges for land development due to floodplain areas and potential for flash floods from the hills towards the community.

Residents of the valley have long considered the protection of the valley lands very important to the community identity of the entire valley. A greenbelt concept has been around since 1982 with the creation of the first town plan. Recent proposals have gained the support of the county for designation of scenic byway status along Highway 93 from Hiko to south end of the valley.

GOAL AL-CN-1 Conserve natural areas of the Pahrnagat Valley.

1. Maintain open space corridors, trail and access and protect from development.
2. Identify and protect floodways from development through proper site planning.
3. Require drainage studies/improvement mitigation for new developments located within traditional floodways or mapped flood zones.
4. The "P" mountain hillside above proposed disposal areas should remain free of development.
5. Work proactively with Lincoln County to implement the Southeast Lincoln County Habitat Conservation Plan to minimize unforeseen impacts to both special habitat areas and private property.

GOAL AL-CN-2 Maintain agricultural operations as an integral part of the valley economy and identity.

1. New homes in the agricultural district will be sited to minimize impacts to farm operations.
2. New parcels in the agricultural district will have a minimum lot size of 10 acres.
3. Limit new residential growth in agricultural areas.
4. Maintain and protect the greenbelt of the Pahrnagat Valley.

GOAL AL-CN-3 Consider proposed land uses against impacts to natural areas.

1. Maintain 1 unit /10 acres for all new parcels in 100 year flood plain.
2. Planned unit developments should provide 25% open space/public areas.
3. New land divisions will be designed and mapped to maintain the greenbelt.
4. Proposed BLM disposal parcels with a PUD designation must be master planned (Conceptual Development Plan) by patentees as a whole (based on size of parcel at time of sale) to identify infrastructure, public dedications and other public needs prior to further land divisions.

GOAL AL-GM 1 Population growth and community needs

The Town of Alamo is keenly aware of its proximity to the growing Clark County region. Many residents of the valley and the Town Board have supported growth management measures to ensure proper planning is done prior to a large change in the development of the valley. At the same time there is an understood need for economic expansion in the area. Many young people in the valley are forced to move away for better opportunities due to the lack of work and housing. The town is limited in terms of commercial or industrial operations. Many residents conduct their shopping to the south due to the limited retail options in the valley. The following policies have been developed to provide guidance for future development.

1. Provide for a managed growth pattern in the Alamo Area.
2. Provide services for expected retired or family population.
3. Improve health care services and facilities in the area.
4. Develop growth management strategies to ensure for measured growth.
5. Providing opportunities for youth retention of local residents.
6. Develop school to work programs with the local school system.
7. Require contributions from developers for public utilities, public facilities, schools, transportation improvements or other community services that will be impacted by proposed growth. Consider both operating and long term capital facility costs.

ECONOMIC VITALITY/OPPORTUNITIES

GOAL AL-GM 1 Encourage new, diverse commercial and industrial ventures.

1. Enhance commercial districts both downtown and along Hwy 93.
2. Attract tenants for industrial park and other commercial properties.
3. Increase diverse employment opportunities for current residents.
4. Developing a portion of industrial park site as commercial frontage area including a town center (visible business district in the industrial park parcel)
5. The industrial park should be site planned by the county prior to ensure a variety of parcel sizes for new industry and adequate access and infrastructure.
6. Consider developing a farmers market with locally grown products.
7. Try to attract ancillary services that could serve the Coyote Springs development.
8. Promote employment with wage levels sustainable for families.
9. A commercial frontage area shall be designated for the Industrial Park Parcel A.
10. BLM should provide lands to Lincoln County for the Alamo Industrial Park.

LAND USE/ GROWTH ISSUES/ DISPOSALS

An analysis of the land base was conducted in April of 2007 for both the Town of Alamo and the greater Pahranaagat Valley. Data was collected from the Lincoln County Assessor's Office for this purpose. Approximately 1100 acres of land are located within the Alamo Town limits. Based on state demographers figures for 2006 there are 432 residents in Alamo. The tables below highlight current lands in private ownership and account for BLM land disposals. Assumptions for density were made at 1 unit/10 acres for agricultural lands and 3 units/acre for low density residential lands. These calculations included all existing private lands.

Table 21: Pahranaagat Valley Maximum Density

Assessor Land Use Type	Existing Acres	Percent of Town Acres	Maximum Build-out Population
Vacant	157	28%	518
Single Family	140	25%	462
Multi Family	24	4%	120
Commercial	110	20%	0
Industrial	18	3%	0
Rural	48	9%	144
Utilities	57	10%	0
Private Acres	554		1244
BLM Disposals	4426		13278
Total Acres	700	Population	14522

Table based on Lincoln County assessment data.

GOAL AL-LU 1 Focus development and densities in appropriate areas.

1. BLM disposal lands should be released on the east side of Hwy 93 prior to the west-side.
2. Low residential density lands should be 3du/ acre maximum gross density.
3. Medium density lands may allow for up to 5 du/ acre maximum gross density.
4. The town will manage growth through the BLM disposal process and policies for smart growth.
5. BLM disposal lands shall be pursued and released in varied acreages after zoning is in place.
6. Commercial lands should be improved and expanded along the Hwy 93 corridor.
7. The Town of Alamo will review all future land use proposals in the Pahrnagat Valley Fire District.
8. All future zone changes should adhere to the master plan land use map.
9. All lands developed on the east side of the valley (new disposal areas) shall be reviewed as Planned Unit Developments with development agreements.
10. Encourage a mixed housing product in new residential developments such as town homes, duplexes, four-plexes, single family dwellings and rural estate homes.
11. Westside residential development should be at a lower density per the land use maps than eastside PUD or low density residential areas.
12. New development is limited to the public utilities that are currently available.
13. Develop phased community reserve areas for BLM disposal lands in a measured and predetermined disposal pattern based upon available infrastructure.

GOAL AL-LU 2 Protect agricultural areas from urban development.

1. Consider using a transfer of development rights program for keeping development out of the agricultural lands and up on the bench lands.
2. Site plan reviews may be required for all non-farm development in agricultural zones with to protect primary uses in the zone.
3. Growth should be limited in the agricultural areas of the valley to the densities of the land use map.
4. Encourage distinct communities at spaced locations along Highway 93.
5. Protect greenbelt area from development.

The greater Pahrnagat Valley is comprised of approximately 14,000 acres of private lands. Of those nearly 6600 acres are in agricultural use. County records indicate there are 122 dwelling units in this area. (Excluding Alamo Town) The desire of the residents for this area is for the land uses to remain relatively stable in the future with limited land disposals or development. The land use map indicates much of the area as Agriculture, parks, and limited residential and commercial areas. A minimum of 10 acres will be required for non-farm residential development in agricultural areas.

Table 22: Town of Alamo Maximum Density

Assessor Land Use Type	Existing Acres	Percent of valley acres	Maximum Build-out Population
Vacant	5600	40%	1400
Single Family	715	5%	2250
Multi Family	41	0%	205
Commercial	400	3%	0
Industrial	2	0%	0
Rural	7311	52%	1800
Utilities	0	0%	0
Sum	14069	100%	5655

Table based on Lincoln County assessment data.

COMMUNITY CHARACTER/DESIGN

GOAL AL-CC Maintain the rural agricultural atmosphere of the valley.

Retaining the current atmosphere of the valley was of great concern to the town board. Many believe that the small-town feel, good schools, the greenbelt and scale of the existing development fostered a quality of life worthy of protection. The following items were included for future direction in decision making.

1. Identify a unified community vision for Main Street.
2. Provide Hwy 93 travelers a reason to stop in Alamo.
3. Create a community gateway along Hwy 93 for Alamo on both the north and south end of the community through state and federal programs.
4. Provide tourist information on area commercial and recreational amenities.
5. Require developers to adhere to community design standards for all new development.
6. Discourage outdoor lighting that creates unwanted glare onto roadways, parks or adjacent properties.
7. Require transitional land development techniques between different land uses.
8. Focus on historical elements of the Pahranaagat Valley.
9. Consider developing roadside vistas for travelers to stop.
10. Develop minimum design standards for new developments.
11. Discourage unattractive and unpermitted signage especially in off-site locations.
12. Require the review/permitting of commercial signs per the county code.
13. Consider the development of a greenbelt trail through valley while honoring property rights
14. Consider developing cultural heritage sites in the valley.
15. Establish a greenbelt through the valley to protect farm operations, floodways and upland drainage channels.

HOUSING OPTIONS/AFFORDABILITY

GOAL AL-HS Provide for adequate and diverse housing types in the valley.

Housing options in the Pahranaagat Valley were discussed at length through the planning process. There is a desire to develop additional housing stock to serve both new residents and those from the area. There is also concern that the housing be of high quality, with low quality manufactured homes and mobile homes being discouraged. Medium density residential areas would be limited to the town proper or where public utilities are available or planned to be available.

1. Increase affordable quality housing options for family needs.
2. Promote a mix of housing including starter family homes, town homes, condos, duplexes, custom lots with homes built by the developer.
3. Pursue housing renovation grants for older housing stock.
4. Promote infill development for new residential needs.
5. Work with Nevada Rural Housing Authority for 1st time family homes.
6. Acquire new lands from BLM with incentives for workforce housing developments.
7. Allow for flexibility with new accessory housing units for family members.
8. Planned Unit developments will be encouraged for the Alamo East residential lands with maximum gross density of 3 units per acre.
9. All washes and existing public access routes through disposal lands will be dedicated to the public for continued use and protection.
10. Minimum residential lot size should be no smaller than 10,000 sq ft for PUD's.

TRANSPORTATION/STREETS/PUBLIC SAFETY

GOAL AL-TR 1 Improve access in the Pahranaagat Valley and Alamo.

The existing street system is maintained by the county. There is a strong desire to upgrade Main Street in Alamo to include curb and gutters, sidewalk and street trees and medians. This would provide for a sense of place for the town and act as an east-west gateway. Many of the current road rights of ways are in need of a study to determine ownership and dedicated width. Future town board decisions on new land divisions should adhere to the master plan road standards table to ensure adequate access for the future. There is also great concern about the expected Hwy 93 traffic increases, current speed limits and public safety concerns since Highway 93 parallels the town, and will divide the town more in the future.

1. Secure funding for street paving and related improvements.
2. Create roadway standards districts for appropriate levels of infrastructure.
3. Develop curb and gutter with appropriate detention facilities.
4. Plan for an integrated roadway system in and across the valley.
5. Avoid cross-town traffic on current roadways.
6. Develop a transportation plan for the valley.
7. Limit access onto Hwy 93 to approved and designed points.
8. Develop/extend an west side roadway to alleviate cross town traffic.
9. Promote a pedestrian-friendly town with sidewalks and crosswalks with design features for public safety and traffic calming.

10. Map future roadway system in the valley to ensure adequate flow, connectivity and access.
11. Identify and resolve existing road rights of ways conflicts.
12. Encourage improvements to the Alamo Airport and an increase in its private use.
13. Consider patenting lands for the Alamo Airport from the BLM.
14. Maintain a public use buffer/no residential build around the Alamo Airport.

INDUSTRIAL PARK DEVELOPMENT

GOAL AL-IN 1 Promote the Alamo Industrial Park and its proximity to Las Vegas.

Plans for an Alamo Industrial Park have been in place since the master plan revision back in 1981. Those plans are now coming to fruition with the planned direct sale of lands to Lincoln County for up to 217 acres of land for light industrial uses. A second parcel will be released for auction subsequently with another two parcels being sold in late 2008. All total there are approximately 1100 acres of lands to be released in the near future. The following policies have been created for these lands.

1. Major streets in the proposed industrial park shall have a paved surface of 60' width with 80' foot rights of way and appropriate turning radius areas dedicated to the county.
2. The county will provide public access road across parcel A to parcel B in the Alamo Industrial Park to ensure for future access to parcel B.
3. Subsequent public access to parcel B through parcel A will be limited once additional access routes are developed on parcels C and D.
4. Adequate access and infrastructure easements shall be provided by the county for access and utilities.
5. All proposed utility work or work in public rights of ways or easements will be reviewed for approval by Lincoln County prior to the commencement of ground disturbance.
6. A commercial frontage strip will be provided with appropriate access from Hwy 93 to buffer the industrial park from the highway.
7. Industrial uses and structures will be designed and sited to ensure minimal impacts to less intensive uses surrounding the industrial park.
8. All site development shall provide for marketable and landscaped areas which are not blighted or otherwise unattractive. Design standards will be developed and followed appropriate for the use.

UTILITIES/PUBLIC FACILITIES

Studies are underway to plan for utilities to serve the industrial park site and new disposal areas. Water is already on site but power and sewer needs to be extended to the area. The Alamo Power District is planning to provide service in a phased manner to the industrial park site. Many utilities are currently close to the maximum capacity of the systems. To facilitate growth in the future the town and the utilities will need to identify constraints to growth and determine the best approach for measured growth.

GOAL AL-PU 1 Provide public utilities and facilities for future growth.

1. Encourage growth into areas currently served by the Alamo GID.
2. Study expansion areas for community and appropriate uses.
3. Require developers to provide a utility plan (power/sewer/water/fire) with sufficient land and easements in place for all infrastructure and public utilities, underground utilities for maximum possible build out.
4. New public facilities should be located inside the Alamo town proper.
5. Encourage the expansion of fiber optics for new business and telecommuting.
6. Identify an expansion area for cemeteries, schools, community centers, joint county/town administrative offices.
7. Require developers to contribute to school site dedications and facilities/utilities.
8. The town should utilize the county impact fee structure for new schools and parks and other necessary infrastructure needed for new development.
9. Utility providers should seek grants and low interest loans to cover the costs of necessary engineering and improvements.
10. Encourage new easements and utility corridors with new land division maps.

EMERGENCY SERVICES/PUBLIC SAFETY/ADDRESSING

GOAL AL-EM 1 Improve and expand EMS services in the valley.

1. Improve emergency response facilities, communications and equipment.
2. Require developers to provide for start up land and facilities for EMS, equipment and training.
3. Assist the county in the development of a new E-911 addressing system.
4. Require all new plat maps within the PV Fire district to be reviewed and approved for necessary easements, access or assessments by area utility and EMS providers and the Alamo Town Board.
5. The emergency districts should acquire new sites through the RPP process for new facilities as the disposal lands are sold by BLM.

RECREATION, PARKS AND OPEN SPACE

The Town of Alamo is currently planning for park renovations through SNPLMA grants. These parks will be greatly improved and provide family oriented activities. Future parks should be required with new development based on national averages for such uses. These lands should be dedicated to the county, improvement district or the town to ensure public use. The town has also selected several areas of BLM land for regional parks to protect public uses. These areas appear on the land use map.

GOAL AL-RP 1 Identify new recreational activities for local residents and tourists.

1. Improve and expand town park areas.
2. Provide connections or support facilities for the Silver State OHV Trail.
3. Acquire new recreational sites as parklands through BLM disposals.
4. Develop a new trail and park plan for the valley.
5. Conduct a recreational user survey for the valley residents.
6. Identify potential trails, parks and conservation easement project proposals for funding by the state's Question One Conservation Bond Program.
7. Pursue grant funding for community tree projects including street trees, gateway trees, park and schools and other public sites.
8. Coordinate with the national wildlife refuge for recreational activities and trails.
9. Encourage joint use of flood control sites and recreational uses.
10. Plan for an upland trail system through new disposals and BLM lands by requiring dedicated corridors in these areas running north and south.

GOAL AL-RP 2 Encourage new development to provide for parks and trails.

1. Require a 25% land dedication for public uses such as trails, parks, school sites, public facilities for all new planned unit development projects.
2. Require 2 acres/1000 residents of developed park sites.
3. Require public access in washes or other traditional trail locations used to access adjacent public lands to be dedicated for public use and protection on new plat maps.
4. Consider new trail corridors in the valley with BLM disposals.