

NYE COUNTY AGENDA INFORMATION FORM

Action Presentation Presentation & Action

Department: Planning		Agenda Date: March 19, 2019																									
Category: Timed Agenda Item – 10:00 a.m.																											
Contact: Brett Waggoner	Phone: 775-751-4249	Continued from meeting of:																									
Return to: Brett Waggoner	Location: Pahrump	Phone:																									
Action requested: (Include what, with whom, when, where, why, how much (\$ and terms))																											
<p>Public Hearing, discussion and deliberation to: 1) Adopt, amend and adopt, or reject Nye County Bill No. 2019-03: A Bill proposing to adopt a Development Agreement between the County of Nye and Canyon Mesa Solar, LLC, as the Developer of an 18 MW photovoltaic (PV) solar power generation plant with integrated battery storage systems including the installation of up to 80,000 PV panels on private land generally located at the Nye-Clark County line on the southern tip of the Pahrump Regional Planning District on properties addressed as; 7750 E. Weepah Avenue, 8251 E. Klondike Avenue and 14250 S. Countyline Road, all located within T22S, R54E, and Sections 25 and 26, situated off of Hidden Hills Road, west of Tecopa Road located within Nye County on the following Assessor Parcel Numbers: 047-121-06, 047-121-09, 047-121-12; providing for the severability, constitutionality and effective date thereof; and other matters properly related thereto; and 2) Set an effective date.</p>																											
Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)																											
<p>Staff recommends adoption of the Bill with an effective date of April 8, 2019.</p>																											
<p>Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.</p>																											
<p>Expenditure Impact by FY(s): (Provide detail on Financial Form)</p> <p><input checked="" type="checkbox"/> No financial impact</p>																											
<p>Routing & Approval (Sign & Date)</p> <table border="1"> <tr> <td>1. Dept</td> <td>Date</td> <td>6.</td> <td>Date</td> </tr> <tr> <td>2.</td> <td>Date</td> <td>7. HR</td> <td>Date</td> </tr> <tr> <td>3.</td> <td>Date</td> <td>8. Legal</td> <td>Date</td> </tr> <tr> <td>4.</td> <td>Date</td> <td>9. Finance</td> <td>Date</td> </tr> <tr> <td>5.</td> <td>Date</td> <td>10. County Manager</td> <td>Date</td> </tr> <tr> <td colspan="4"> <input checked="" type="checkbox"/> Place on Agenda </td> </tr> </table> <p style="text-align: right;">BR 03-13-19 NAC</p>				1. Dept	Date	6.	Date	2.	Date	7. HR	Date	3.	Date	8. Legal	Date	4.	Date	9. Finance	Date	5.	Date	10. County Manager	Date	<input checked="" type="checkbox"/> Place on Agenda			
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4.	Date	9. Finance	Date																								
5.	Date	10. County Manager	Date																								
<input checked="" type="checkbox"/> Place on Agenda																											

ITEM # 1

BILL NO. 2019-03

NYE COUNTY ORDINANCE NO. XXX

SUMMARY: A Bill proposing to adopt a Development Agreement between the County of Nye and Canyon Mesa Solar, LLC, as the Developer of an 18 MW photovoltaic (PV) solar power generation plant with integrated battery storage systems including the installation of up to 80,000 PV panels on private land generally located at the Nye-Clark County line on the southern tip of the Pahrump Regional Planning District on properties addressed as; 7750 E Weepah Avenue, 8251 E. Klondike Avenue and 14250 S Countyline Road, all located within T22S, R54E, and Sections 25 and 26, situated off of Hidden Hills Road, west of Tecopa Road located within Nye County on the following Assessor's Parcel Numbers: 047-121-09, 047-121-06, 047-121-12; providing for the severability, constitutionality and effective date thereof; and other matters properly related thereto

TITLE: A BILL PROPOSING TO ADOPT A DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF NYE AND CANYON MESA SOLAR, LLC, AS THE DEVELOPER OF AN 18 MW PHOTOVOLTAIC (PV) SOLAR POWER GENERATION PLANT WITH INTEGRATED BATTERY STORAGE SYSTEMS INCLUDING THE INSTALLATION OF UP TO 80,000 PV PANELS ON PRIVATE LAND GENERALLY LOCATED AT THE NYE-CLARK COUNTY LINE ON THE SOUTHERN TIP OF THE PAHRUMP REGIONAL PLANNING DISTRICT ON PROPERTIES ADDRESSED AS; 7750 E WEEPAH AVENUE, 8251 E. KLONDIKE AVENUE AND 14250 S COUNTYLINE ROAD, ALL LOCATED WITHIN T22S, R54E, AND SECTIONS 25 AND 26, SITUATED OFF OF HIDDEN HILLS ROAD, WEST OF TECOPA ROAD LOCATED WITHIN NYE COUNTY ON THE FOLLOWING ASSESSOR'S PARCEL NUMBERS: 047-121-09, 047-121-06, 047-121-12; PROVIDING FOR THE SEVERABILITY, CONSTITUTIONALITY AND EFFECTIVE DATE THEREOF; AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, pursuant to NRS 278.020, for the purpose of promoting the health, safety, morals or the general welfare of the residents of Nye County, the Nye County Board of County Commissioners (Board) is authorized and empowered to regulate and restrict the improvement of land and to control the location and soundness of structures; and

WHEREAS, any such regulation, restriction and control must take into account the potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment; and

WHEREAS, NRS 278.0203 and Nye County Code Chapter 16.32 authorizes the Board to enter into agreements concerning the development of land with any person having a legal or equitable interest in such land, and such agreements must be in the manner prescribed by ordinance; and

WHEREAS, the Board finds it desirous at this time to allow for the consideration and use of development agreements through the adoption of an ordinance setting forth the standards and manner in which such agreements may be considered;

NOW, THEREFORE, the Board of County Commissioners of the County of Nye, State of Nevada does hereby ordain as follows:

SEVERABILITY. If any provision of this Ordinance or amendments thereto, or the application thereof to any person, thing or circumstance is held to be invalid, such invalidity shall not affect the validity or provisions or applications of this Ordinance or amendments thereto which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance and amendments thereto are declared to be severable.

CONSTITUTIONALITY. If any section, clause or phrase of this Ordinance shall be declared unconstitutional by a court of competent jurisdiction, the remaining provisions of this Ordinance shall continue in full force and effect.

EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after passage, approval, and publication as required by law; to wit, from and after the _____ day of _____, 2019.

Proposed on the 19th day of February, 2019.

Proposed by Commissioner

Adopted on the 19th day of March, 2019.

Vote: Ayes: Commissioners:

Nays: Commissioners:

Absent: Commissioners:

BY:

John Koenig, Chairman
Nye County Board of
County Commissioners

ATTEST:

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

A DEVELOPMENT AGREEMENT

BY AND BETWEEN

NYE COUNTY,

AND

CANYON MESA SOLAR, LLC

Adopted XXXXX xx, 2019

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EXHIBIT A: LEGAL DESCRIPTION AND PROPERTYEXHIBIT

EXHIBIT B: Project Description

EXHIBIT C1: Project Site Plan – Black and White

EXHIBIT C2: Project Site Plan – Color with Aerial View

This Development Agreement (the "Agreement") is made and entered into this _____ day of _____, 2019 by and between the County of Nye, State of Nevada (hereinafter "County") and Canyon Mesa Solar, LLC, A Nevada Limited Liability Company (hereinafter "Developer"), as the Developer of the Canyon Mesa Solar Project (the "Project").

RECITAL OF PREMISES, PURPOSE AND INTENT

A. Developer or its affiliate controls private land to develop and operate the Canyon Mesa Solar Project on that certain real property described and shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property") containing approximately 200 acres of land, which is the subject of this Agreement. Developer desires to construct a renewable energy project on the Property.

B. The County has authority, pursuant to NRS Chapter 278.0201 to 278.0207 and Nye County Nye County Code, Chapter 16.32, to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

C. All preliminary processing with regard to this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Nye County Board of County Commissioners (hereinafter "BoCC"), having given notice as required by law, held a public hearing on _____, 2019 regarding the Developer's application seeking approval of the form of this Agreement and the execution hereof by the BoCC. At that hearing, the BoCC found that this Agreement is consistent with the County's plans, policies and regulations, including the Pahrump Regional Planning District and the Master Plan, and that the execution of this Agreement on behalf of the County is in the public interest and is lawful in all respects.

D. On the _____ day of _____, 2019 the BoCC adopted Ordinance No. _____ approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance took effect on the _____ day of _____, 2019. The County agrees to record a certified copy of the ordinance as required by NRS Chapter 278.

E. The County desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by County Code, applicable law and this Agreement, to ensure the land use impacts on public services in connection with the Proposed Development are mitigated, as limited to and further defined within specific exhibits attached hereafter, to further the goals and values of the 2014 Pahrump Regional Planning District Master Plan Update, to promote the health, safety and general welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County in a way that provides the highest economic benefit and least fiscal cost to its citizens, and to otherwise

achieve the goals and purposes for which the laws governing development agreements were enacted. The conditions stated in this Agreement will reasonably mitigate the land use impacts that the development of the Property will have on the citizens of Nye County. The County finds and the Developer acknowledge that the conditions of this Agreement were not an inducement for any other land use decision relating to the Property or other action by the County.

The County finds and determines, and the Developer agrees, that the conditions established in this agreement are unique to the Proposed Development and were negotiated at the request of the Developer and at arms length between the County and the Developer, and that the conditions of this Agreement have no binding or precedential effect with regard to future development agreements in the County, and cannot be relied upon by the parties to this Agreement, or future applicants for rezoning, subdivision plat, or other land use approvals in other development agreements.

This Agreement is consistent with and will implement the goals and objectives of the County Code generally, Title 16 Chapter 32 specifically, the 2014 Pahrump Regional Planning District Master Plan Update.

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

SECTION 1. DEFINITIONS.

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

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

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

"Applicable Rules" means and refers to:

1. The following provisions of the Nye County Code, as it existed on the Effective Date:
 - a) Nye County Code, Title 15, Chapters 15.12 (Flood Damage Prevention), 15.16 (Building and Construction Codes Effective within the Pahrump Regional Planning District) and 15.20 (Board of Building and Safety Appeals, Pahrump Regional Planning District) as may be amended at any time during the term of this Agreement by building codes that apply uniformly throughout the County; and

- b) Nye County Code, Title 16; Chapter 16.28 (Division of land within the Pahrump Regional Planning District) and
- 2. This Agreement.

The term "Applicable Rules" does not include:

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

"BoCC" means the Board of County Commissioners and the Governing Body of the Unincorporated Town of Pahrump.

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

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

"Developer" means Canyon Mesa Solar, LLC, as the Developer of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of Section 3.8 of this Agreement.

"Discretionary Approval" means an approval that involves the exercise of significant and extensive factual or legal judgment by the County.

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

"Engineering Standards" means those uniform standards adopted by the County for the design of roads, drainage, and other infrastructure, as may be amended from time to time. The Engineering Standards are currently set forth in the "Guidelines for Design and Review of Development Engineering Submissions," pursuant to Nye County Resolution

2005-02.

"Facility" means the entire proposed development inclusive of all elements of the solar power and batter storage equipment as described in the Project Description included as exhibit B to this agreement.

"Land Use Application" means any application seeking any approval authorized or required by the Agreement.

"Land Use Plan" means the drawings, descriptions and specifications attached in Exhibits A – D.

"Master Plan" means the 2014 Pahrump Regional Planning District Master Plan Update .

"Master Traffic Impact Analysis" means a comprehensive traffic study prepared in conformance with this Agreement, as amended or conditioned and finally approved by the County.

"NRS" means the Nevada Revised Statutes.

"Planning Department" means the Planning and Code Compliance.

"Planning Director" means the Director of the County's Planning and Code Compliance Department, or their designee(s).

"Property" means that certain real property as shown on Exhibit A

"Proposed Development" means all development within the boundaries depicted in Exhibit A, as further described in Exhibits B - D.

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

"Technical Drainage Study" means a study prepared in conformance with this agreement, as amended or conditioned and approved by the County.

"Uniform" means applicable throughout the County.

SECTION 2. GENERAL PURPOSE AND INTENT.

This Agreement is predicated upon the following facts and findings:

2.1 *County Intent.*

The County desires to enter into this Agreement in conformity with the requirements of NRS 278.0201 and as otherwise permitted by law and this Agreement to provide for public services, public uses and impact mitigation, to promote the health, safety and general

welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Proposed Development and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County in a way that provides the highest economic benefit and least fiscal cost to its citizens, to reasonably mitigate the impacts that the development of the Property will have on the citizens and lands of Nye County, and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.

2.2 Developer Intent.

In accordance with the legislative intent evidenced by NRS Chapter 278, Developer wishes to obtain reasonable assurances that Developer may develop the Proposed Development in accordance with the conditions established in this Agreement. Developer acknowledges that there may be certain insufficient public services, which includes facilities and infrastructure, existing or planned at this time, and in order to develop the Proposed Development, Developer is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure in the area of the Proposed Development. The Developer's decision to commence development of the Proposed Development is based on expectations of proceeding and the right to proceed with the Proposed Development in accordance with this Agreement. Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the BoCC and that the Developer agrees without protest to the requirements, limitations, or conditions imposed by this Agreement.

2.3 Incorporation of Recitals.

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

SECTION 3. GENERAL PROVISIONS.

3.1 Binding Agreement.

This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns, including any future and subsequent purchasers.

3.2 Reliance on the Agreement.

The County and Developer agree that Developer will be permitted to complete the entire Proposed Development in accordance with this Agreement and that, during the term of this Agreement, no modified or subsequently enacted regulation, law, ordinance, or policy of the County shall be applied to the Proposed Development so as to prevent its completion as provided for herein.

3.3 Modification of Agreement.

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

regulations will not apply to the Proposed Development for the duration of this Agreement except in those limited circumstances as provided herein.

3.4 Application of Subsequently Enacted Rules.

During the term of this Agreement, unless expressly provided for otherwise by this Agreement, County hereby agrees that no subsequently enacted standard, policy, resolution or regulation regarding infrastructure improvements, subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the County upon the Proposed Development, except those in effect at the time of this Agreement. However, the County and Developer agree that the County may hereafter, during the term of this Agreement, apply to the Proposed Development only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after the Effective Date that:

- (a) are not in conflict with the Agreement, or
- (b) are permitted by subsection 3.5, below.

3.5 Imposition of Existing and Subsequent Standards.

Notwithstanding the terms of Section 3.3 and 3.4, above:

- (a) The Proposed Development is subject to all of the following regulations, fees, or other requirements in effect now or in the future:
 - (1) uniform cost-based fees subject to any credits or offsets required by the fee ordinances or Nevada law generally applicable to all development projects within the County; and
 - (2) subdivision mapping regulations applied through Title 16, and
 - (3) except as provided herein, all regulations governing construction standards and specifications including, without limitation, the County's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in the County, including, but not limited to Chapters 15.12 (Flood Damage Prevention); 15.16 (Uniform Construction Codes); and 15.20 (Board of Building and Safety Appeals); and
 - (4) uniform processing fees and charges of every kind and nature imposed by the County to cover the estimated actual costs to the County of processing applications for Permits or for monitoring compliance with any Permits granted or issued; and
 - (5) uniform estimated costs for completing required public improvements that are used to calculate costs for maintenance or warranty guarantees, bonds, or other guarantees or assurances to complete

the public improvements that are required for the Proposed Development; and

- (6) except as provided herein, uniform procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied throughout the County to all substantially similar types of development projects and properties; and
- (7) the Engineering Standards; and
- (8) uniform laws and regulations that are reasonably necessary to protect the public health, safety or welfare; and
- (9) new or changed County ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.6 and 3.7 of this Agreement are applicable.

(b) Notwithstanding the foregoing, should the County adopt or amend new standards, ordinances, rules, regulations or policies that exceed the limitations of Section 3.5(a), County shall provide written notice to Developer within thirty (30) days of adoption or amendment of the same to allow Developer sufficient time to conduct due diligence. If the County provides the above stated notice, Developer may object to the application to this Agreement of such new or amended matters by giving written notice to County. If Developer fails to give such written notice of acceptance within forty-five (45) days of receipt of notice by the County, such ordinances, rules, regulations or policies are deemed accepted by the Developer. County and Developer shall execute a supplement to this Agreement evidencing Developer's acceptance of any new or amended ordinance, rule, regulation or policy.

(c) This section does not prohibit the governing body from adopting new ordinances, resolutions or regulations applicable to that land which do not conflict with those ordinances, resolutions and regulations in effect at the time the agreement is made, except that any subsequent action by the governing body must not prevent the development of the land as set forth in the agreement. The governing body is not prohibited from denying or conditionally approving any other plan for development pursuant to any ordinance, resolution or regulation in effect at the time of that denial or approval.

3.6 *Conflicting Federal or State Rules.*

In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this

Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected.

3.7 Cooperation in Performance.

The parties hereto agree to cooperate with each other in good faith and to take such additional actions, including the execution and delivery of documents and instruments, as may be necessary or appropriate, to fully effectuate and carry out the terms, provisions, purposes and intent of this Agreement. Without limiting the foregoing, County agrees that it will not object to any applicable federal and state approvals required for the Proposed Development without first notifying Developer of its objection. No Discretionary Approval from the County shall be unreasonably withheld from the Developer.

3.8 Assignment.

The Developer shall not sell, transfer, ground lease or assign the Property or this Agreement in whole or in part to any person (other than an Affiliate of the Developer or in accordance with Section 3.8(f)), partnership, joint venture, firm, company or corporation (any of the foregoing, an "Assignee") without the written consent of the County, which shall not be unreasonably withheld.

- (a) The Assignee shall assume in writing all obligations of Developer hereunder, and provide substitute security in a form and an amount acceptable to the County for any security previously provided by Developer in compliance with the Agreement, if any.
- (b) The Assignee shall assume all duties and obligations of Developer.
- (c) Documentation of the financial stability of any Assignee shall be provided to County prior to the assignment. The County will approve, approve with conditions, or disapprove such transfer in order to ensure that the Assignee has the same ability to fulfill the obligations of this Agreement as the Developer.
- (d) Except as expressly provided herein, no assignment or transfer of any portion of the Proposed Development shall relieve Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement. The County may, in its reasonable discretion, release the Developer of one or more of such obligations in a writing agreed to and executed by the County.
- (e) This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.
- (f) Subject to subsections (a) through (e) above, Developer has full discretion and authority to transfer, assign or encumber the Proposed Development or portions thereof to financing parties, in connection with financing transactions that are related to the Proposed Development, without the

permission of or notice to County. All such financing transactions shall be subject to the terms and conditions of this Agreement.

3.9 Amendment of Agreement.

Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may be amended from time to time, upon the mutual written consent of the parties hereto. All proposed amendments shall be considered solely by the BoCC for adoption or rejection.

3.10 Indemnity; Hold Harmless.

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

3.11 Binding Effect of Agreement.

The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and the Property which is the subject of this Agreement.

3.12 Relationship of Parties.

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

3.13 Entire Agreement.

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

3.14 Waivers.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of County and/or Developer, as the case may be and shall be presented to the Board of County Commissioners for review and approval.

3.15 Recording; Amendments.

Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Nye County, Nevada. Except as otherwise provided by NRS Chapter 278, all amendments hereto must be in writing signed by the appropriate officers of County and Developer in a form suitable for recordation in the Official Records of Nye County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the County and Developer and shall be recorded in the Official Records of Nye County, Nevada.

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

3.16 Headings; Exhibits; Cross References.

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

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

4.1 Permitted Uses, Height and Size of Structures.

Pursuant to NRS Chapter 278, this Agreement may set forth the maximum height and size of structures to be constructed in the Proposed Development, the density of uses and the permitted uses of the land.

- (a) The permitted structures and uses of the Property shall be those depicted in Exhibits A-C2.
- (b) Subject to modifications mutually agreeable to County and Developer, the Proposed Development shall comply with the Land Use Plan (Exhibit C2) and Project Description (Exhibit B) attached hereto, any service buildings constructed on the site shall utilize colors to emulate the natural colors found in the surrounding area (a color palette of browns, tans, etc.).
- (c) If any nighttime or security lighting is provided on the site, any such exterior lighting shall be directed downward and designed to minimize its impact on the dark-sky visual environment in compliance with NCC. Prior to commencement

of construction, Developer shall provide the Planning Director a lighting plan for review.

(d) The Proposed Development must comply with any other requirements, limitations, or conditions imposed by this Agreement.

4.2 Effect of Amendments.

County acknowledges that Developer is anticipating that the entire Property will be developed in accordance with this Agreement and with any future amendments thereto, provided however, that the Proposed Development shall be developed in accordance with the Agreement as set forth herein.

4.3 Modifications to the Proposed Development.

(a) A nonmaterial modification is a modification made by the Developer that:

- (1) meets or exceeds the requirements of this Agreement by advancing or augmenting the objective of the applicable requirement;
- (2) does not increase the amount of land area covered by this Agreement; and
- (3) does not result in an intensification of use or of off-site impacts;
- (4) does not alter the uses, density or intensity, setbacks, maximum heights or sizes of proposed buildings, and other bulk standards of the Proposed Development allowed by this Agreement; and
- (5) does not extend the duration of the agreement without BoCC approval,
- (6) does not involve a substantial change to the Land Use plan.

(b) A nonmaterial modification permits the rearrangement of uses or structures depicted in the Land Use Plan if such change is within the scope of the applicable county, state and federal approvals of the Proposed Development.

(c) A request for a nonmaterial modification shall be provided by the developer in writing to the Planning Department to be reviewed and acted on administratively by the Planning Director within the timeframes described in the County Schedule below(Section 4.5). If developer is aggrieved by the Planning Director's decisions, Developer may appeal that decision in accordance with §16.36.080.E of the County Code.

(d) A material modification includes any modification that does not qualify as a nonmaterial modification, and shall be processed as an amendment to this

Agreement.

4.4 Additional Property.

Developer may not include property outside the boundaries of the Proposed Development within the terms of this Agreement without the prior approval of the BoCC. If Developer requests additional property to be included, the BoCC must reconsider additional impacts of the proposed additional development and must ensure that all impacts are appropriately mitigated through Developer contributions, impact fees, and any other allowable revenue source. Furthermore, the BoCC reserves the right to adjust the terms of this Agreement as a condition for allowing the addition of property.

4.5 Processing of Applications.

- (a) The County acknowledges the Developer's desire to have timely reviews of studies, maps, plans, applications for permits, Land Use Applications and other authorizations for development of and within the Proposed Development submitted by Developer (collectively, the "Applications"). The County Schedule (defined below) does not apply to the public hearing portion of any Application for which a public hearing is required under this Agreement.
- (b) The County deems the schedule ("County Schedule") set forth in the table below to be a reasonable estimate of time for the County to process Applications. Developer acknowledges that County's ability to process reviews in accordance with the County Schedule is based on Developer's quality of submission and timely and accurately addressing the written comments provided by the County with respect to such Applications. Should County reject any submission due to its lack of clarity and completeness, the submission will be returned to the Developer within the timeframes set forth in the County Schedule and the review time shall be restarted upon resubmission of complete submittals. The County Schedule is expressed in Business Days ("bd") from the date of a complete submittal. Failure of County to complete its review within the timeframes in the County Schedule shall not require the County to approve any of the Applications.

Category	1 st Review	2 nd Review	3 rd and Subsequent Reviews*	Mylar/Map Signatures
1. Hydrology Studies	15 bd	10 bd	5 bd	N/A
2. Traffic Studies	15 bd	10 bd	5 bd	N/A
3. All other Land Use Applications	15 bd	10 bd	5 bd	5 bd

*If 3rd or subsequent review is required

- (c) Developer shall have the option to request that the County utilize a consulting firm or outside consultant ("Consultant") to process the

Application at Developer's expense pursuant to the provisions of subsection (d) below. County may also, in its own discretion, utilize a Consultant.

- (d) Whenever the Parties utilize a Consultant, the Consultant shall enter into a standard County professional services agreement governing the terms of their relationship ("Consultant Agreement"). The Consultant Agreement shall contain the following provisions:
 - (1) Developer shall pay cost of the Consultant; and
 - (2) The Developer shall have the right to evaluate the performance of the Consultant.
- (e) The Parties' decision to use a Consultant does not extend the time frames set forth in the county Schedule without the mutual written agreement of the parties.

SECTION 5 REVIEW AND DEFAULT

5.1 Frequency of Reviews; Biennial Review.

Pursuant to NRS Chapter 278.0205.1 and Section 16.32.110 of the Nye County Code, the BoCC may, pursuant to written notice to Developer, request review the development once every twenty-four (24) months during the term of this Agreement. In the event the BoCC provides such notice, Developer shall have sixty (60) days to provide a written report to BoCC containing information regarding the progress of development of the Proposed Development. In the event Developer fails to submit such a report, Developer shall be in default of this Agreement. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford reasonable time for response.

5.2 Opportunity to be Heard.

The report required by this Section shall be considered solely by the BoCC in accordance with the rules and procedures of Section 16.32 of the Nye County Code. County and Developer shall each be permitted an opportunity to be heard orally and in writing before the BoCC regarding performance of the parties under this Agreement.

5.3 General Provisions-Default.

In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver a notice of default to the other party in writing not less than thirty (30) days after the event of noncompliance via certified mail, return receipt requested. The delivery of such notice of default shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner and period of time in which the default may be satisfactorily corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such cure period shall not exceed ninety (90) days, however, that if the default complained of in such notice is of

such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said ninety (90) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said ninety (90) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with reasonable diligence. If the default is corrected within the cure period, then no default shall exist and the noticing party shall take no further action. If the default is not corrected, within the cure period, the party charging noncompliance may elect any one or more of the following courses.

- (a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give (unless the default has been cured or waived prior to such date) notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the BoCC.
- (b) Amendment or Termination by County. Following consideration of the evidence presented before the BoCC and a finding that a default has occurred by Developer and remains uncorrected, County may amend pursuant to Section 3.9 or terminate this Agreement. In the event of default by Developer, County shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of Developer's obligations hereunder under the procedures set forth in this Section and Section 5.5. County also reserves the right to terminate this Agreement and pursue collection and/or performance of any of Developer's obligations that were required by this Agreement up to the point of termination. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Developer, as determined under the Agreement and Nevada Law, existing or received as of the date of the termination and to the extent that Developer has performed its obligations under this Agreement. Developer shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.5 hereof.
- (c) Termination by Developer. In the event County defaults under this Agreement, Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of County's obligations hereunder under the procedures set forth in this Section and Section 5.5.
- (d) Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to

protect, assert, or enforce any of its rights or remedies.

5.4 *Unavoidable Delay, Extension of Time.*

Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary to the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties ("Force Majeure"). In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to County within sixty (60) days after the commencement of a Force Majeure, an automatic extension of time, unless otherwise objected to by County within thirty (30) days of such written notice, shall be granted coextensive with the period of the Force Majeure, or longer as may be required by circumstances or as may be subsequently agreed to between County and Developer.

5.5 *Legal Action.*

County and Developer agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that would be greater than without this Agreement. Accordingly, County and Developer may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are greater than such damages or liability would have been without this Agreement. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.3. Following such notice, and the failure of the notified party to cure such non-compliance within the time period set forth in Section 5.3, a public hearing must be held by the BoCC where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court, and the decision of the BoCC shall be reviewed in conformance with Nevada law. Judicial review of the decision of the BoCC shall be limited to the evidence presented to the BoCC at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall reside exclusively with the Fifth Judicial District Court, State of Nevada.

5.6 *Notices.*

All notices required by this Section shall be sent in accordance with Section 9.

5.7 *Applicable Laws; Attorneys' Fees.*

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

SECTION 6. INFRASTRUCTURE OBLIGATIONS AND LAND USE MITIGATION MEASURES

6.1 Generally

- (a) Developer shall provide the infrastructure and land use mitigation measures described in this Agreement.
- (b) All bonds, including performance bonds, letters of credit and bank guarantees to be provided by Developer that are required to provide financial assurance for the provision or maintenance of infrastructure pursuant to this Section must be issued by an entity that has at least an AAA rating with A.M. Best, AAA by Standard and Poors or Baa3 by Moody's Investor Services, obtained by Developer to cover One Hundred and Fifteen percent (115%) of the estimated cost of infrastructure identified by any required studies or the County Director of Public Works or his or her designee. For purposes of this subsection, "AAA rating" means a rating or "AAA" or the highest rating of financial stability that is available under the A.M. Best rating system.
- (c) Developer shall make a good faith effort to purchase a reasonable amount of goods related to operation of the facility from Nye County vendors; provided such goods are comparable in price, quality and availability to goods otherwise available for purchase by Developer and such goods are not subject to an exclusive purchasing contract. Developer shall conduct annual vendor information sessions in Nye County to educate vendors regarding Developer's procurement process.

To the extent allowed under applicable laws, Developer shall accept delivery of all construction and related materials within the boundaries of the Proposed Development. Notwithstanding the above, the provisions of NAC 372.055 shall apply to any construction and related materials for which Developer cannot through reasonable diligence accept delivery at the Proposed Development, or such delivery would result in an unreasonable delay to the construction of the facility. Provided, however, nothing in this paragraph shall require payment of a use tax to the extent Developer has been granted a partial abatement pursuant to NRS 701A.300 to 701A.390 (AB 522-2009-Sections 28 and 106.5). Developer shall provide County with copies of all sales and use tax filings it makes with the State of Nevada. County shall have the right to audit such filings to ensure compliance with the provisions of this Agreement.

- (d) County acknowledges that certain rights-of-way and easements outside the boundaries of the Proposed Development may be necessary for development and construction of the improvements described in this Agreement. The County will not be an applicant for state or federal approvals, but will support the Developer (at Developer's cost and expense) in obtaining needed rights-of-way and easements, so as not to delay

development and construction of such improvements. In the event the parties are unable to obtain the necessary right-of-way or easement in the time or manner consistent with the Developer's obligation to complete the improvement, County and Developer may agree to adjust the timeline. In the alternative, and when supported in the studies contemplated by this Agreement, the parties may agree, in writing, that Developer may proceed with the development and use of an alternative right-of-way or easement approved by County.

6.2 Emergency Services

- (a) Facility Emergency Plan. Prior to accepting hazardous materials within the boundaries of the Proposed Development, Developer, working with the County shall prepare and provide to the County a facility emergency plan which contains:
 - 1) a description of the training, equipment, facilities and procedures that will be used to respond to emergencies occurring within the boundaries of the Proposed Development; and
 - 2) certification that such equipment, facilities and procedures have been approved by all applicable state and federal authorities.
 - 3) Contact phone numbers for employees on-site
- (b) Response Protocols. County and Developer shall jointly develop emergency response protocols and shall jointly establish the respective responsibilities of the Parties.
- (c) Sheriff. During the construction period and Project operations, Developer agrees to reimburse the Nye County Sheriff's Office ("NCSO") for any overtime hours charged by the NCSO directly associated with law enforcement services the NCSO provide to the Project.
- (d) Fire Protection Training. Developer shall annually, for as long as the Project is operating, provide emergency and fire protection training for up to four (4) individuals identified by County. County shall give priority to individuals who serve in the Pahrump Valley Fire & Rescue Department. Such training shall be the equivalent of training provided to Developer's on-site personnel.

6.3 Medical Services

Emergency Medical Services. During the construction period and Project operations, Developer agrees to reimburse the Pahrump Valley Fire and Rescue Services ("PVFRS") for any overtime hours charged by the PVFRS directly associated with emergency medical response services that the PVFRS provide to the Project.

6.4 Water.

The parties acknowledge that the Developer will have adequate water rights for the Property and the County has no role in the allocation of water. Developer shall advise County of all applications it files for state or federal approval of the appropriation and use of water for the Proposed Development.

6.5 Transportation.

- (a) Traffic Studies. Prior to commencement of construction, Developer shall submit a Master Traffic Impact Analysis for review and approved by Nye County, Clark County and Nevada Department of Transportation. The Analysis shall address the impacts, if any, of the transportation of employees to and from the Proposed Development. Developer shall provide the improvements required in the approved Master Traffic Impact Analysis in order to mitigate the land use impacts of the Proposed Development.
- (b) Developer will complete a Traffic Impact Analysis to determine potential impacts to Nye County, Clark county and Nevada Department of Transportation roadways caused by the development of the project. Developer will mitigate impacts, if any, to the roadways as outlined in the approval letter terms and conditions for the traffic Impact Analysis.
- (c) Developer shall comply with the applicable provisions of NRS 361.157 and 361.159.

6.6 Storm Drainage

- (a) Technical Drainage Study. Prior to commencement of construction, Developer will submit to the County a Technical Drainage Study for the Proposed Development for review and approval by the County. Developer shall provide the improvements required in the approved Technical Drainage Study in order to mitigate land use impacts of the Proposed Development.
- (b) maintenance and repair of improvements to be constructed as identified in Section 6.7(a) shall be the sole responsibility of the Developer.

6.7 Assurance for Completion and Maintenance of Improvements.

Developer shall provide performance bonds or irrevocable commercial letters of credit for all roadway and storm drainage improvements that are identified in this Agreement and/or through an approved Master Traffic Impact Analysis and the approved Technical Drainage Study. Such bond amounts or letters of credit shall reflect 115% of the total estimated cost for the work to be done by Developer under this Agreement as determined or approved by the Director of Public Works, and shall be adjusted no less frequently than every two years, for inflation and escalation in construction cost using a published and generally accepted cost index.

6.8 Limitation on Developer's Obligations

Except for the payment of applicable sales, possessory use and property taxes (less allowable reductions and abatements), Developer shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including assessments or fees, or to provide facilities or improvements beyond those specifically identified by this Agreement.

SECTION 7. EMPLOYMENT

The parties agree that the provision of employment opportunities for local and County residents will assist in mitigating the impacts of the Proposed Development, and acknowledge that the Developer has an incentive to hire local or County residents. Accordingly, Developer agrees that, during operations, it will use commercially reasonable efforts to ensure that a significant portion of the personnel employed and assigned to the project will be full time employees with benefits. Developer further agrees that it will conduct public meetings in the Town of AmargosaPahrump Regional Planning District to provide information about employment opportunities relating to the Proposed Development: 1) at least twice prior to commencement of construction; and 2) at least twice prior to commencement of operations. Developer further agrees to assist the Great Basin Community College in developing a curriculum to train potential employees.

Subject to all applicable legal requirements, conditions of financing, and other requirements applicable to the Proposed Development, including but not limited to Department of Energy Loan Guarantee requirements, Davis-Bacon and related Acts, and any other applicable requirements, Developer will make commercially reasonable efforts to hire applicants who reside in Nye County for the construction and operations of the Project and to request its contractors and subcontractors for the construction and operations of the Project to do the same, provided that such applicants are in Developer's sole discretion qualified for such employment. Developer will provide County prior notice of its intent to enter into any labor agreement for the construction or operation of the Proposed Development.

SECTION 8. CONSTRUCTION STANDARDS AND INSPECTIONS

8.1 Construction Standards.

- (a) County and Developer acknowledge that construction of the Proposed Development will be governed by specialized state and federal codes and regulations (the "Construction Standards"). It is the parties' intent to establish a procedure for certifying compliance with the Construction Standards that minimizes unnecessary delay and cost to both County and Developer.

(b) Prior to commencing construction, Developer shall provide County:

- 1) a description of the applicable Construction Standards;
- 2) a list of the state, federal and other authorities responsible for ensuring compliance with the Construction Standards;
- 3) the qualifications needed for a person to inspect construction within the Proposed Development and to certify compliance with the Construction Standards; and
- 4) a copy of all construction plans and drawings prepared for use in certifying compliance with the Construction Standards.

8.2 Inspection and Certification.

Developer shall have construction within the Proposed Development inspected by an independent consultant with the qualifications set forth in section 8.1 (b) (3) above. Upon completion of each inspection, Developer shall provide County a certification from the consultant that the construction complies with the Construction Standards.

8.3 Conflict with Agreement.

To the extent that the Construction Standards conflict with the Applicable Rules, the Construction Standards shall control. The provisions of Chapters 15.16 and 15.20 of the Code shall govern only if: i) the proposed construction activity is specifically governed by those chapters; and ii) the activity is not governed by the Construction Standards.

SECTION 9. NOTICES/RECORDATION.

9.1 Notice.

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

To County:

Attention: County Manager or Designee
2100 E. Walt Williams Drive
Pahrump, Nevada 89048

To Developer:

Canyon Mesa Solar, LLC
Attention: General Manager
612 S 7th Street
Las Vegas, Nevada 89101

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

9.2 Recording.

Promptly after execution hereof, County shall record an executed original of this Agreement in the Official Records of Nye County, Nevada. Upon completion of the performance of this Agreement, or its earlier expiration, revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the County and Developer and shall be recorded in the Official Records of Nye County, Nevada.

SECTION 10. SEVERABILITY OF TERMS.

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

SECTION 11. DURATION OF AGREEMENT.

- 11.1** Except as provided herein, this Agreement shall expire thirty (30) years after the Effective Date.
- 11.2** Developer may terminate this Agreement any time prior to commencement of construction by delivering written notice to County.
- 11.3** The BoCC may, in its reasonable discretion, extend the term of this Agreement upon the following conditions:
 - (a)** Developer provides written notice of its desire for an extension to County prior to the expiration of the original term of this Agreement; and
 - (b)** Developer is not in default of this Agreement.
- 11.4** When approved by the BoCC, the extension shall be granted in writing after:
 - (a)** notice of intention to amend the Agreement has been published as provided in NRS 278.0205; and
 - (b)** the BoCC has approved an ordinance approving the extension that

includes:

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

11.4 Expiration of this Agreement, or any extension thereof, shall not in any manner affect Developer's right to operate the Project, and shall not rescind, modify or terminate any vested right in favor of Developer, as determined by Nevada law, to the extent that Developer has performed its obligations under this Agreement.

Permanent cessation of operations and decommissioning of the Project shall be done in compliance with all applicable state and federal permits and regulations.

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

COUNTY:

Board of County Commissioners

By: _____

DEVELOPER:

By: _____

Name: _____

Approved as to Form:

Title: _____

Attest:

County Clerk

SUBSCRIBED AND SWORN TO before
me
on this _____ day of _____,
2019.

By: _____

Notary Public in and for said County and
State

EXHIBIT A

LEGAL DESCRIPTION

AND

PROPERTY EXHIBIT

MHP LIMITED, LLC

EXHIBIT "A"
LEGAL DESCRIPTION

BEING THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) ALSO BEING A PORTION OF TRACT 39 AND 40, THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) ALSO BEING A PART OF TRACT 40, THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) ALSO BEING A PART OF TRACT 40 OF SECTION 25,

TOGETHER WITH THAT PORTION OF TRACT 41 LYING IN THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26 TOWNSHIP 22 SOUTH RANGE 54 EAST, M.D.M., NYE COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 54 EAST, M.D.M., NYE COUNTY NEVADA,

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) SOUTH $89^{\circ}52'28''$ EAST, 1,321.31 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25 BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE SOUTH $89^{\circ}52'28''$ EAST, 1,321.31 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF SECTION 25;

THENCE DEPARTING SAID NORTH LINE ALONG SAID EAST LINE SOUTH $00^{\circ}10'20''$ WEST, 1,320.23 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25;

THENCE DEPARTING SAID EAST LINE ALONG SAID NORTH LINE SOUTH $89^{\circ}51'58''$ EAST, 1,321.27 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25;

THENCE DEPARTING SAID NORTH LINE ALONG SAID EAST LINE SOUTH $00^{\circ}10'26''$ WEST, 1,320.43 FEET TO THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF SECTION 25;

THENCE DEPARTING SAID EAST LINE ALONG SAID SOUTH LINE NORTH $89^{\circ}51'27''$ WEST, 3,965.61 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID WEST LINE NORTH 00°10'27" EAST, 219.01 FEET TO THE ANGLE POINT (AP 4) OF TRACT 41 SECTION 26;

THENCE DEPARTING SAID ANGLE POINT ALONG THE SOUTH LINE OF TRACT 41 NORTH 89°48'35" WEST, 1,319.11 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID WEST LINE NORTH 00°11'51" EAST, 1,319.43 FEET TO THE NORTH LINE OF TRACT 41;

THENCE DEPARTING SAID WEST LINE ALONG SAID NORTH LINE SOUTH 89°48'26" EAST, 1,319.60 FEET TO THE ANGLE POINT (AP 1) OF TRACT 41 BEING ON THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) SECTION 25;

THENCE DEPARTING SAID ANGLE POINT ALONG SAID WEST LINE SOUTH 00°13'08" WEST, 218.54 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) SECTION 25;

THENCE DEPARTING SAID WEST LINE ALONG SAID SOUTH LINE SOUTH 89°51'58" EAST, 1,321.72 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) SECTION 25;

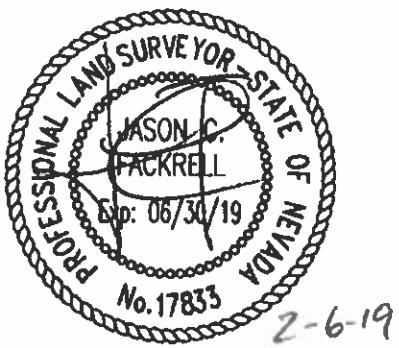
THENCE DEPARTING SAID SOUTH LINE ALONG SAID EAST LINE NORTH 00°11'29" EAST, 1,320.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 200.18 ACRES, MORE OR LESS.

END OF DESCRIPTION

BASIS OF BEARINGS: GRID NORTH AS DEFINED BY THE NEVADA COORDINATE SYSTEM OF 1983 (NCS83), EAST ZONE, (2701).

JASON C FACKRELL, PLS
NEVADA LICENSE NO. 17833



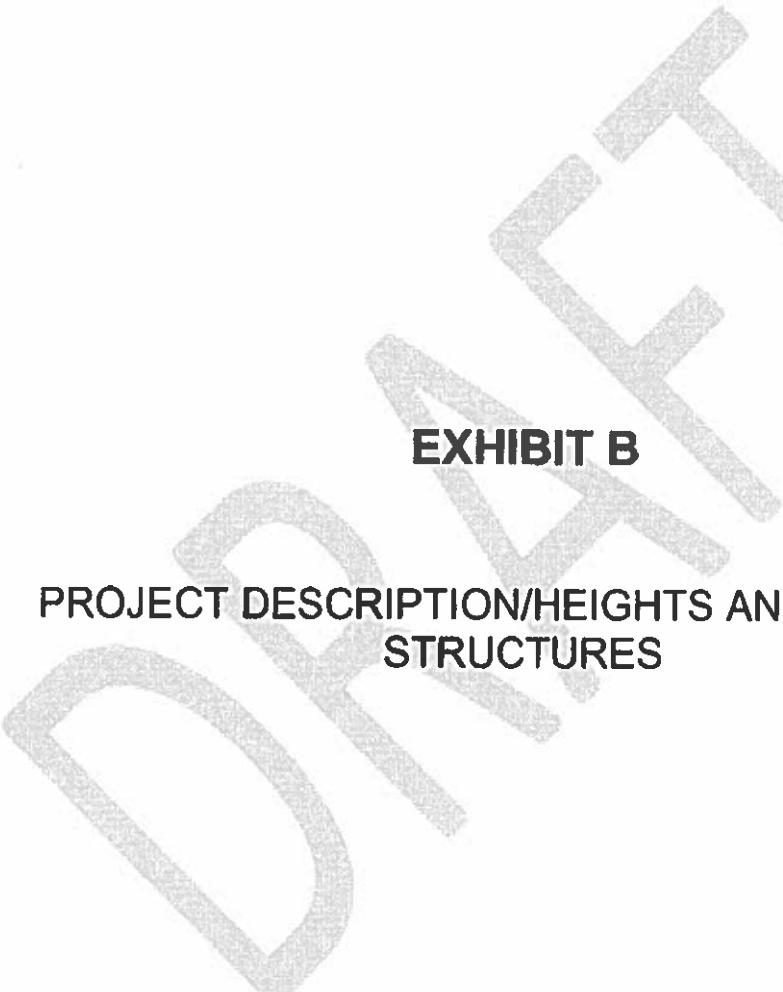


EXHIBIT B

**PROJECT DESCRIPTION/HEIGHTS AND SIZES OF
STRUCTURES**

Project Description

The Project consists of constructing an 18MWac Photovoltaic (PV) solar power generation plant with integrated battery storage systems including the installation of up to 80,000 PV panels on private land. Total project area will be approximately 200 acres as shown in the following table and described in the sections below.

Project Component Disturbance (acres)

Project Footprint		Area (Acres)
Covering New Disturbance		
	Mowed, Clipped or Crushed	88.3
	Full Grading (access roads, inverter stations, battery storage area, steep terrain and switchyard)	18.3
	Temporary Grading (Construction laydown to be revegetated)	6.6
Covering Existing Disturbed Land		35.7
Additional Included Land		51.1
	Total	200

The duration of construction activities is expected to last approximately ten months and the Project is anticipated to be in service for 30 years. Construction will begin after receiving an incidental take permit from the United State Fish and Wildlife Service and all necessary permits/approvals from Nye County. The project will be built in one continuous phase of construction.

Solar Field

Construction of the 200-acre solar system will include:

- First, prior to construction activities, temporary tortoise fencing and tortoise proof access gates will be installed around the 148.9-acre disturbance area to ensure that tortoises do not gain access to the site. This fence will be removed following construction.
- A chain-link perimeter fence up to 12 feet tall will be installed around the 148.9-acre disturbance area (within 10 feet of the temporary tortoise fence) along with secured access gates. The fence will have barbed wire on top. In order to allow desert tortoise access and egress to the site (and the ability to occupy the site), the fence will have ground level holes measuring 10-inches wide by 7-inches tall. Openings will be constructed approximately every 260 lineal feet around the perimeter of the project. The holes will have a natural bottom.
- Rather than blading and grading the entire site and removing all existing vegetation, vegetation on the majority of the site (with the exception of the gravel access road, inverter stations, switchyard area and areas with steep terrain) will be mowed, clipped, or crushed.
- Ground-mounted solar PV panels capable of producing 18 MWAC of power will be installed. Each panel will measure approximately 40 inches x 80 inches, with the leading edge about 42 inches above the ground. This leading-edge distance is about 18 inches above industry standard. The panels will be blue-black in color and will be composed of the least reflective glass available.

- Gravel onsite access roads will be constructed to provide access to solar fields and ancillary facilities (see Site Plan - Exhibit C). The road will have a posted speed limit of 15 MPH, with lightweight utility terrain vehicles (UTVs) the type of vehicle most likely to be used along the route after construction is completed.
- 6-3MWAC Inverter Stations will be installed adjacent to the access roads (see Site Plan, Exhibit C).
- A Common Facility Area containing a switch yard, battery storage system containers and maintenance storage containers will be installed on an approximately 300' wide by 230' long area (1.6 acres).
- Conduit and wire will be buried (approximately 4-feet deep) between the panels and inverter station and switchgear.
- Water will come from an existing well on an adjacent parcel, through construction of a new onsite well and/or hauled in by truck from an offsite municipal water source.
- Rip-rap and culverts may be installed within the wash that bisects the site diagonally.
- All construction staging will occur within the 6.6 acre parcel located on the northeast corner of the site.
- Two existing Nye County roads will be rerouted around the perimeter of the project boundary (see Site Plan - Exhibit C)

Height and Size of Structures

Primary Structures	Height
1. Photovoltaic Panels – Solar Field at full tilt	20 Feet
2. Power Inverter Containers	12 Feet
3. Integrated Battery Storage System Container	20 Feet
4. Maintenance Storage Containers	12 Feet
5. Medium Voltage Power Poles	40 Feet
6. Switchyard	30 Feet
7. Perimeter Security Fence and Gates	12 Feet

There will be no occupied structures and maintenance will be done on an as needed basis.



EXHIBIT C1

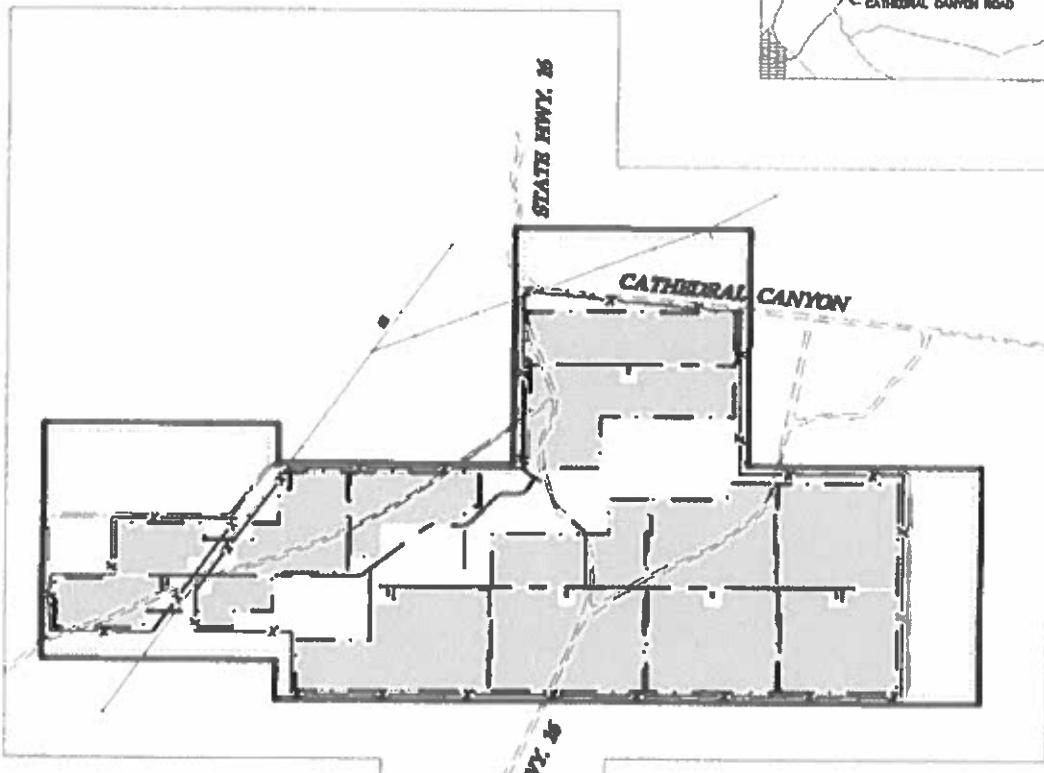
PROJECT SITE PLAN (BLACK AND WHITE)

VICINITY MAP



STATE HWY. 40

CATHEDRAL CANYON



LEGEND

- PROJECT BOUNDARY LINE
- CEXISTING GRAVEL ROAD
- PROPOSED IMPASS ROAD
- PROPOSED ACROSS ROAD
- PROPOSED SECURITY FENCE
- MODULE RETRADE LINE

STATE HWY. 40



Sheet: 1 OF 1
Date: 02/06/19

Canyon Mesa Solar

Exhibit C1

Nye County, Nevada

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EXHIBIT C2

PROJECT SITE PLAN
(COLOR w/AERIAL VIEW)

