

A.P.N. No.:	001-230-06
Escrow No.:	75126
Recording Requested By:	
Cow County Title Co.	
When Recorded Mail To:	
EUREKA COUNTY	
P O BOX 677	
EUREKA, NV 89316	

DOC# 229211

03/19/2015

01:19PM

Official Record

Requested By

COW COUNTY TITLE CO.

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 23

Fee: \$61.00

Recorded By LH

RPTT: \$0.00

Book- 0577 Page- 0304



0229211

(for recorders use only)

DEVELOPMENT AGREEMENT

(Title of Document)

Please complete Affirmation Statement below:

- X I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: _____

(State specific law)

Don-Rita Rice
Signature

Escrow Agent

Title

Don-Rita Rice
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1 - 2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

TO BE RECORDED IN THE OFFICE
OF THE EUREKA COUNTY RECORDER

Eureka, Nevada

FOR STAFF ONLY:

Date Signed: the 23 day of
February, 20 15.

Time Signed Agreement: 1:40 pm

**DEVELOPMENT AGREEMENT BETWEEN THE BOARD OF EUREKA
COUNTY COMMISSIONERS (Eureka County)
AND PURCHASER OF EUREKA CANYON
SUBDIVISION LOT(S) # 6 (Purchaser).**

1. Eureka County is the owner of real property within the Eureka Canyon Subdivision, and has the authority to enter into development agreements pursuant to N.R.S. Chapters 244, 278 and Eureka County Code Title 2, Chapter 80.
2. Purchaser represents he or she or the company the Purchaser is affiliated with is the buyer of one (1) but not more than five (5) lots that are not adjacent to each other in the Eureka Canyon Subdivision and therefore holds a legal or equitable interest in the lot(s), and both the Purchaser and the lot(s) are described as follows:

PURCHASER NAME: Belva Jo Anderson & Kyle C. Anderson

ADDRESS: 602 N. Parkview

Coffeyville, KS 66357

PHONE NUMBER: 620-870-9683

PURCHASER APPLICATION NUMBER: 6

LOT(S) (identified by number on the final subdivision map):

6



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3. Both Eureka County and Purchaser agree this Development Agreement authorizes Purchaser and Eureka County to develop the lot(s) jointly and only in strict accordance with this Agreement.
4. In accordance with the Resolution of the Board of Eureka County Commissioners of November 20, 2012, a copy of which is attached and made a part of this Agreement, this Agreement shall commence once the opening of escrow for the purchase of the lot or lots occurs, and this Agreement terminates no later than four years from commencement unless an extension is granted by vote of the Board of Eureka County Commissioners.
5. Purchaser has supplied in Application # 6 , which contains proof acceptable to Eureka County that Purchaser has the funds available, either through financing or cash, to promptly develop the lot(s), and has a plan and timetable for development acceptable to Eureka County.
6. Each of the lot(s) shall only be used for one single family residence of not less than 1,200 square feet of actual living area, and comply with these additional requirements:
 - a. All structures must be in compliance with or exceed the construction and safety standards of the Nevada Manufactured Housing Division of the Department of Business and Industry applicable to the date of manufacture, if the home is manufactured, modular or factory built; and must meet or exceed the 2012 International Fire Code, 2012 International Building Code, 2012 International Wildland-Urban Interface Code, 2012 Uniform Mechanical Code, and 2011 National Electrical Code if constructed on the lot; and
 - b. All structures must be not more than three (3) years old from the date of manufacture (if factory built) and previously uninhabited and in new condition at the time the structure is placed or built on the lot; and
 - c. All structures must be permanently affixed to a foundation that meets or exceeds the specifications for foundations in Eureka County Code Title 8, Chapter 140, Section 140, a copy of which is attached to this Agreement; and



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- d. All structures must consist of at least two sections (if factory built); and
 - e. All structures must be set back from the property line nearest the street providing access to the lot a minimum of twenty (20) feet, and a minimum of twenty (20) feet from the property line farthest away from the street, and a minimum of eight (8) feet and twelve (12) feet on the remaining sides of the property, provided that the driveway shall be not less than twenty-four (24) feet long measured from the edge of the sidewalk nearest to the lot and ending at the beginning of the garage; and
 - f. All structures may only consist of not more than two (2) stories for a total height from ground level of thirty (30) feet or less; and
 - g. All structures which include a living area must be served by municipal water and sewer service and Mt. Wheeler Power for electrical service prior to occupancy; and
 - h. If constructed on site and not factory built, structures must pass inspection during construction by an inspector with qualifications acceptable in all respects to Eureka County. All costs of inspection are to be paid for by the Purchaser.
7. Purchaser must supply the escrow agent with all the funds in the form of a cashier's check necessary to complete the purchase of all the lots or lot identified in this Agreement within ten (10) calendar days from the day the escrow agent requests the funds, counting the day the request is made as day #1 and also counting holidays and weekends. Both Purchaser and Eureka County agree to work together to close the land sale in a timely manner. However, if the Purchaser's funds are not provided to the escrow agent within this ten (10) day timeframe, the Purchaser and Eureka County agree this Agreement and the accompanying Application are no longer in force or effect and the escrow account will be terminated. The funds to be provided are (list total here based on the breakdown of costs of purchase to be described at the top of the next page):

twenty -three thousand

00/100

THE SUM OF 23,000.00

DOLLARS AND 00 /100 CENTS



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LOT#	LOT SQUARE FEET	2.50/SQUARE FOOT	LOT COST
6	9200	2.50	23,000
TOTAL SUM (all lots together)			23,000

8. The escrow agent shall be selected by Eureka County, and the costs of escrow shall be paid for by Eureka County. Construction of the residence on the lot(s) must commence immediately after the escrow agent confirms receipt of the funds to purchase the lot or lots and be substantially completed no later than 5:00 p.m. Pacific Standard Time two years from the date this agreement was signed. Whether completion is substantial by that deadline shall be reasonably determined by Eureka County.
9. Once escrow opens, Purchaser may place advertising on the lot to provide information to the interested public. No advertising is allowed before escrow opens, but the lot(s) shall not be sold to a third party before improvements are substantially completed.
10. Eureka County agrees to charge Purchaser no more than a total of Twenty-Five Dollars (\$25.00) for the connection of each lot to the municipal water and sewer systems. Purchaser understands and agrees Eureka County will not turn on the water supply to the lot connection unless proof of passing the inspections made necessary by this Agreement or State or local law or regulation have been provided to Eureka County. Scheduling and fees for the connection to other services (electrical, phone, etc.) are to be determined by Purchaser contacting other service providers.
11. In the event construction is not substantially complete on or before two years from the date this agreement was signed, or the construction does not conform to the requirements of this Agreement, the Purchaser understands the Purchaser will be in breach of this Agreement. Both the Purchaser and Eureka County agree to abide by the following remedy in the event either party breaches this Agreement, and agree to rely upon this remedy before resorting to court action for performance of this Agreement:
Purchaser agrees to pay Eureka County, the full appraisal price of the lot(s),

which is to be determined by the Eureka County Assessor; and in no event will this charge be less than two times the original purchase amount per lot in order to provide an extra incentive for Purchaser to complete the work in a timely manner according to this Agreement.

12. Purchaser and Eureka County agree this Agreement is binding upon them, their heirs, successors and assigns, and runs with the lot or lots purchased, and is a continuing obligation until the terms of this Agreement are satisfied by either performance of all the terms of this Agreement or payment of additional costs according to ¶11. Transfer of ownership of the purchased lot or lots does nothing to limit the obligations that bind present and future Purchasers to this Agreement.
13. Eureka County and Purchaser agree they understand the time available to perform the work and that time is of the essence in this Agreement.
14. Purchaser and Eureka County agree this Agreement shall be interpreted in accordance with the laws of the State of Nevada, and both Purchaser and Eureka County agree to hear any dispute about this Agreement before the Seventh Judicial District Court of the State of Nevada sitting in Eureka, and be subject to the authority of that Court.
15. Representatives with authority to bind the Purchaser and Eureka County to this Agreement shall appear in person at the Office of Public Works, 701 South Main Street, Eureka, Nevada, and in the presence of a Eureka County representative and a Notary Public, to sign this Agreement. Eureka County and Purchaser understand faxed or mailed or electronically transmitted documents will have no force or effect.
16. Attachments included with this Agreement and made a part of it are the Resolution of November 20, 2012, and Eureka County Code 8.140.140.



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Agreed to this 23 day of February, 20 15.

EUREKA COUNTY:


Chairman

PURCHASER:

Belva Jo Anderson
Purchaser

(Please print on the following lines)

Name: Belva Jo Anderson

Company: _____

Address: 602 N. Parkview
Cottleville, KS

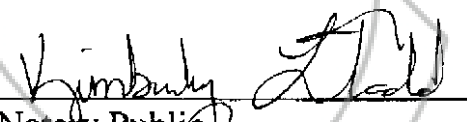
Phone: 620-370-9655

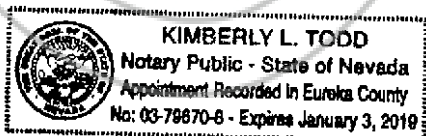
State of Nevada)

: ss

County of Eureka)

This instrument was acknowledged
before me on 23 day of February,
20 15, by J.J. Goicoechea.


Notary Public

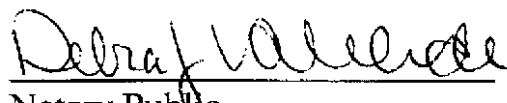


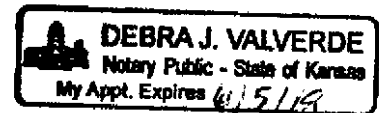
State of Nevada)

: ss

County of Eureka)

This instrument was acknowledged
before me on 13 day of Feb.,
20 15, by Debra J Valverde


Notary Public



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2012-000014

Eureka, Nevada

November 20, 2012

RESOLUTION OF THE EUREKA COUNTY COMMISSIONERS
DESCRIBING THE BOARD'S EFFORTS TO PROVIDE ADDITIONAL
HOUSING NEAR EUREKA AND APPROVING DEVELOPMENT
AGREEMENTS FOR THE SALE AND TIMELY DEVELOPMENT OF SINGLE
FAMILY LOTS AT THE EUREKA CANYON SUBDIVISION

WHEREAS, beginning as early as 1988 the Board of Eureka County Commissioners (Board) recognized the need to place housing near the town of Eureka to reduce the burden on taxpayers from building and operating additional public utility systems; and

WHEREAS, this need is pressing because the public continues to demand there be no rules on the use of their land, and there are no land use regulations preventing a land owner from placing a development on property far away from existing services which will eventually burden taxpayers to cover the costs of additional public utility systems, roads and other services; and

WHEREAS, this pressing need is obvious when people consider the recent declaration by a leading mining company to place worker and contractor housing for 300 persons (with the opportunity to increase this number to 1,000) on property located in Eureka County far away from established emergency services and existing utility systems; and

WHEREAS, most of the land area near already established public utility systems is controlled by the Bureau of Land Management (BLM) and is currently unavailable for growth; and

WHEREAS, to alleviate part of this problem of "land locked" utility systems, Eureka County purchased 164 acres of land from the BLM in 1997, and all of these acres are within the town of Eureka; and



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NOVEMBER 20, 2012 RESOLUTION FOR IMMEDIATE SALE AND DEVELOPMENT OF
RESIDENTIAL LOTS AT THE EUREKA CANYON SUBDIVISION

WHEREAS, this land is economically suited for additional housing because it can be served by the established emergency services and existing public water and sewer systems; and

WHEREAS, for many years the Board has made efforts to provide additional housing near the town of Eureka on this property, called the Eureka Canyon Subdivision, based on the following brief history:

In 2008 Eureka County leased the 164 acres to Eureka Moly, LLC for the placement of temporary construction worker housing for that mine.

In 2010 Eureka Moly's work at the 164 acre site halted, and the lease was terminated to allow Eureka County the opportunity to find other ways to provide additional housing in a timely manner.

In 2010 Eureka County and the Nevada Rural Housing Authority began to work together to improve the site for rental units and owner occupied housing, and Vogt Santer Insights, a real estate research firm, issued a market feasibility analysis confirming the immediate need for housing at or near Eureka.

In 2011 and 2012 Eureka County provided funding to the Nevada Rural Housing Authority in the form of loans that the Authority is obligated to repay to Eureka County with interest, to be used for the placement of rental housing on a small part of the 164 acre site.

In November of 2011 and again in 2012, at Nevada Rural Housing Authority's request, Eureka County granted the Nevada Rural Housing Authority more time to make the rental units available for renters to occupy.

In June of 2012 the Board of County Commissioners agreed to focus all efforts on completion of lots for residential housing, since the rental units are the responsibility of the Nevada Rural Housing Authority, and development of the other areas will not be of importance unless houses are built and people are living at the Subdivision.

WHEREAS, despite the diligent efforts by members of more than one Board of County Commissioners (efforts that began as early as 15 years ago in 1997 when the former BLM property was purchased by Eureka County), there are still only two rental housing units ready to live in at the Eureka Canyon Subdivision; and



WHEREAS, Eureka County remains committed to satisfying the immediate need for residential housing in an area that can be economically served by existing services; and

WHEREAS, Eureka County remains resolved to satisfy this need for housing without building any houses itself and without going into the real estate business; and

WHEREAS, Eureka County will no longer partner with one company or one developer to the exclusion of all other persons or companies to accomplish this task of satisfying the immediate and pressing need for housing, but will instead offer residential lots for sale on the condition that persons or companies or developers who secure a lot agree in a contract to immediately begin to build or place and promptly finish for immediate occupancy a residence on the lot; and

WHEREAS, this contract will be known as a development agreement in accordance with Eureka County Code Title 2, Chapter 80, and N.R.S. 278.020-278.0207; and

WHEREAS, lots will be made available to any one person or company or developer for completion of residences on the lots equal to the number of lots (but not more than five lots at a time) the person or company or developer guarantees in writing will be completed on or before the end of the building season, declared to be two years from signing of the Development Agreement; and

WHEREAS, the person or company or developer who wishes to secure a lot or lots must show proof satisfactory to Eureka County they are ready, willing, and able in all respects to immediately begin and complete construction of a residence on each lot requested; and

WHEREAS, these requirements (of immediate action to build on the lot, and showing proof of ability) are all designed to prohibit a person or developer or company from purchasing lots for speculation, and are also designed to fix the lack of housing as quickly and economically as possible; and



WHEREAS, Eureka County recognizes the authority for expenditure of local government funds to extend existing utilities, pave the streets, and do what is necessary to make the lots ready for house building or placement is granted by N.R.S. 244.1505(1) (expenditure of public money) and N.R.S. 244.189(1)(a) (development of housing that is affordable); and

WHEREAS, Eureka County recognizes residential housing has been needed for a long time for the support, establishment, and expansion of commercial enterprise, and N.R.S. 244.2815 states that satisfying this need is part of economic development; and

WHEREAS, residential housing lots may be sold for the purpose of economic development, and do not have to be offered first to the public in an auction, or without any conditions placed on the sale, and may even be sold for less than their fair market value, according to N.R.S. 244.2815; and

WHEREAS, Eureka County recognizes the residential housing lots are exempt from the usual requirements of appraisal before sale, because the development agreement every purchaser signs with Eureka County is also considered a joint development agreement, since Eureka County will be jointly developing the lots with the purchasers by constructing improvements in the Subdivision to serve the lots without charging impact fees for those improvements, placing development requirements on the purchasers, authorizing the water and sewer system hookups at a set rate, and because of the authority granted by N.R.S. 244.2795 (appraisal exceptions); and

WHEREAS, all purchasers of lots must disclose their financial interests according to N.R.S. 237.023 (domestic or foreign limited-liability companies are required to submit disclosure if buying land from local government) to avoid attempts to secure more lots than will be developed within two years from signing of the Development Agreement, and to avoid conflicts of interest; and



NOW THEREFORE IT IS HEREBY RESOLVED:

It is in the best interest of the public to sell the lots, without first offering them to the public with no restrictions in an auction sale, because an auction of lots to the public will not guarantee that houses will be built or that the housing shortage will be fixed; and

It is in the best interest of the public to sell the lots for less than the fair market value, because the fair market value of the improvements already made to serve the lots (including underground electrical and phone service, street lights, extension of the existing water and sewer service, paving, concrete curb and sidewalks) will discourage many from purchasing a lot and building a residence, and this will prevent the housing shortage from being fixed quickly, and will cause the housing shortage to be fixed by development far away from existing services, causing the public to pay much more in the long run than the revenue that could be made available by selling the lots at fair market value; and

These are the steps to selling residential lots at the Eureka Canyon Subdivision:

FIRST, at the public meeting November 20, 2012, Eureka County will identify the residential lots for sale to be developed, and may require lots that can be developed by one person, company, or developer to be staggered and not contiguous; and

SECOND, a list of the lots for sale with their description will be available; and

THIRD, an application for purchase of a lot will require information about the purchaser's plan for development, identification of the person or company or developer who will perform the development work, the information required by N.R.S. 237.023, and identification of the funding source to pay for the work; and

FOURTH, upon receipt the application will be reviewed in a timely manner and either approved or rejected based on the person's or company's or developer's ability in all respects to immediately begin construction of a residence on the lot or lots and there are no conflicts of interest or attempts to secure more lots than the number of lots that will be developed on or before two years from the date of signing the Development Agreement; and



FIFTH, if the application is approved, the purchaser must sign the development agreement in the presence of a representative of Eureka County, the terms of which are not negotiable, and the representative shall note the date and time the agreement is signed; if the application is rejected the person or company or developer will be told why the application was rejected and the person or company or developer can reapply; and

SIXTH, once the development agreement is signed, escrow will be opened at a Title Company selected by Eureka County, the costs of which will be paid for by Eureka County, and if more than one person or company or developer has requested purchase of the same lot, priority in purchase will be determined by the date and time the signed development agreement is received and the first in time shall have the first opportunity to purchase; and

SEVENTH, the Chair of the Eureka County Commission is authorized by this Resolution to sign the development agreement and other papers necessary to effect the sale of the lots identified in the FIRST step; and

EIGHTH, once escrow closes the development agreement will be recorded with the deed for transfer of the property; and

NINTH, the only authorized contact for the list of the lots for sale, the application, the development agreement, and Eureka County's contact for the Title Company shall be:

NAME: Kim Todd and Sharon Auch

PHONE: (775) 237-5372

TITLE: Eureka County Public Works

ADDRESS: 701 South Main Street,
Eureka, Nevada 89316

HOURS AVAILABLE: Monday thru Friday, 7:30 am to noon, and 1:00 pm to 4:30 pm, Pacific Standard Time.



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TENTH, all applications and development agreements must be presented in person by an authorized representative of the person, company, or developer, and signed by a person with authority in the immediate presence of Eureka County's authorized contact and a notary public at the following address: 701 South Main Street, Office of Public Works, Eureka, Nevada 89316. All mailed, faxed or emailed applications and development agreements will be rejected.

ELEVENTH, lots will be available for sale beginning 7:30 am the 26th day of November, 2013.

TWELFTH, attached to this Resolution shall be a copy of excerpts from an unofficial map depicting the 67 lots available for sale by this Resolution, showing the lot numbers, their square feet, and a typical lot easement.

THIRTEENTH, lots 32-69 will be available for purchase immediately after the final map for that section has been filed with the Recorder's Office.

FOURTEENTH, once an applicant has substantially completed improvements on the lots in the initial purchase, that applicant can then make application for up to an additional five lots until all lots are sold or no longer available.

RESOLVED this 20th day of November, 2012.

APPROVED:

Leonard Fiorenzi 

Mike Page 

J.P. Ithurrealde 

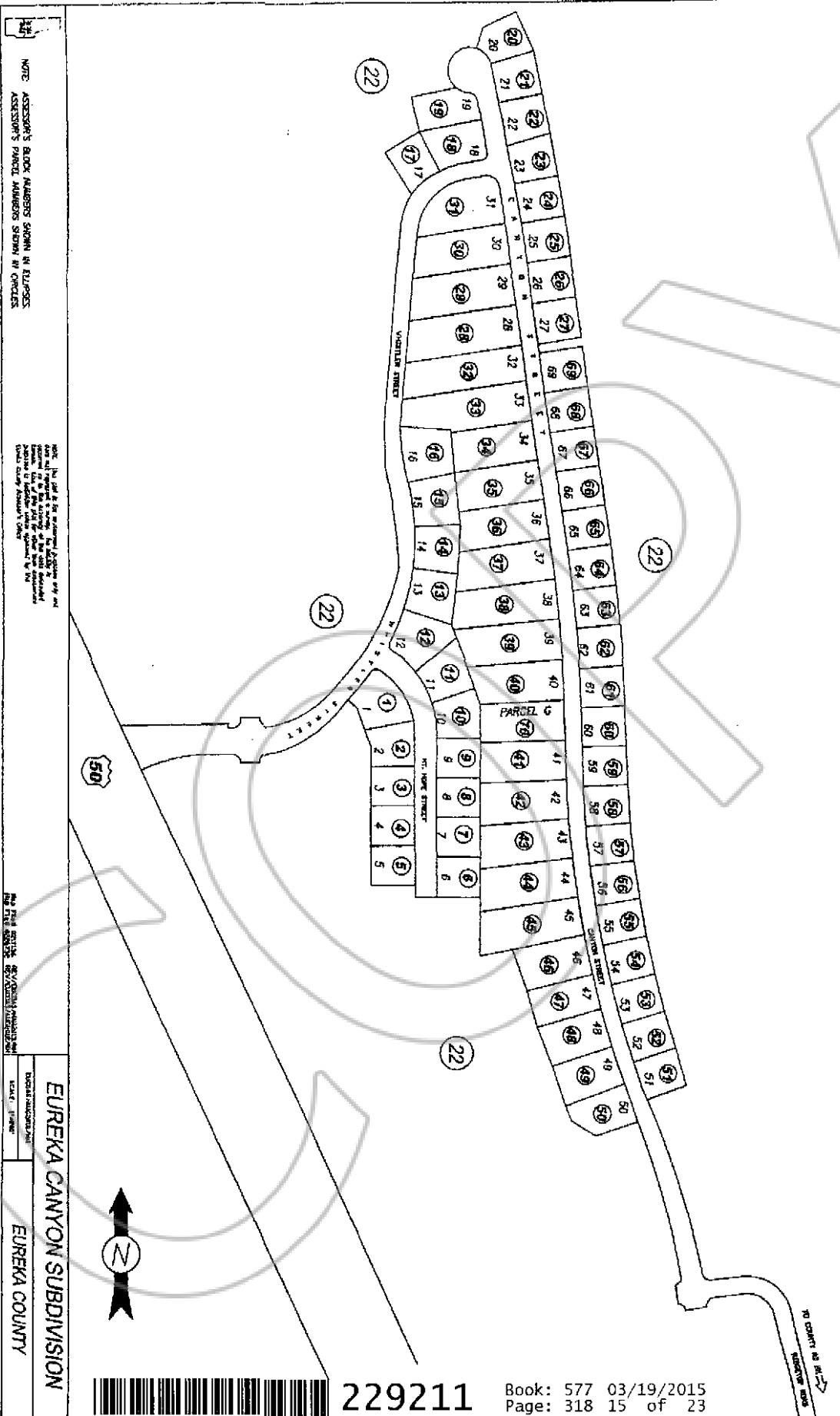


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E2 Sec. 11, T19N, R53E

01-23



NOTE: ASSESSOR'S BLOCK NUMBERS SHOWN IN BOLD
ASSESSOR'S PARCEL NUMBERS SHOWN IN CIRCLES

NOTE: The plat is for information only and does not constitute a warranty of title. The plat is subject to the provisions of the Eureka Canyon Subdivision Act, which is contained in the Eureka County Code, Title 10, Chapter 10-10, and the Eureka County Code, Title 10, Chapter 10-11.

THE PLAT IS SUBJECT TO THE EUREKA CANYON SUBDIVISION ACT, WHICH IS CONTAINED IN THE EUREKA COUNTY CODE, TITLE 10, CHAPTER 10-10, AND THE EUREKA COUNTY CODE, TITLE 10, CHAPTER 10-11.

EUREKA CANYON SUBDIVISION
EUREKA COUNTY

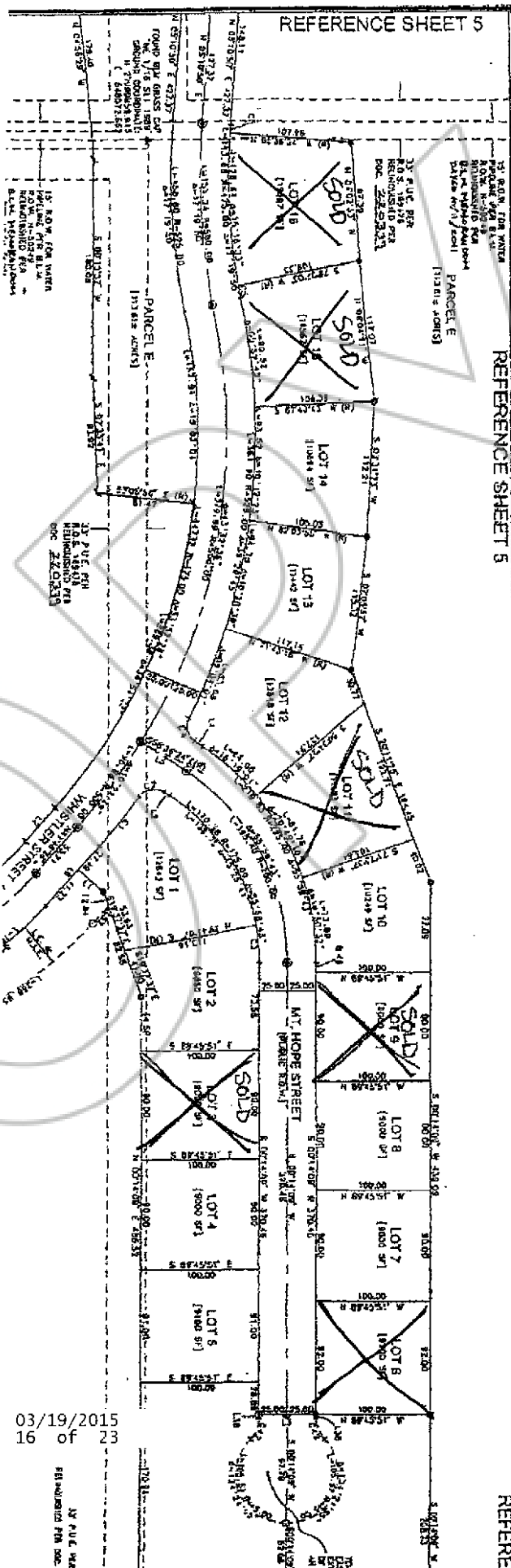


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REFERENCE SHEET 3

REFERENCE



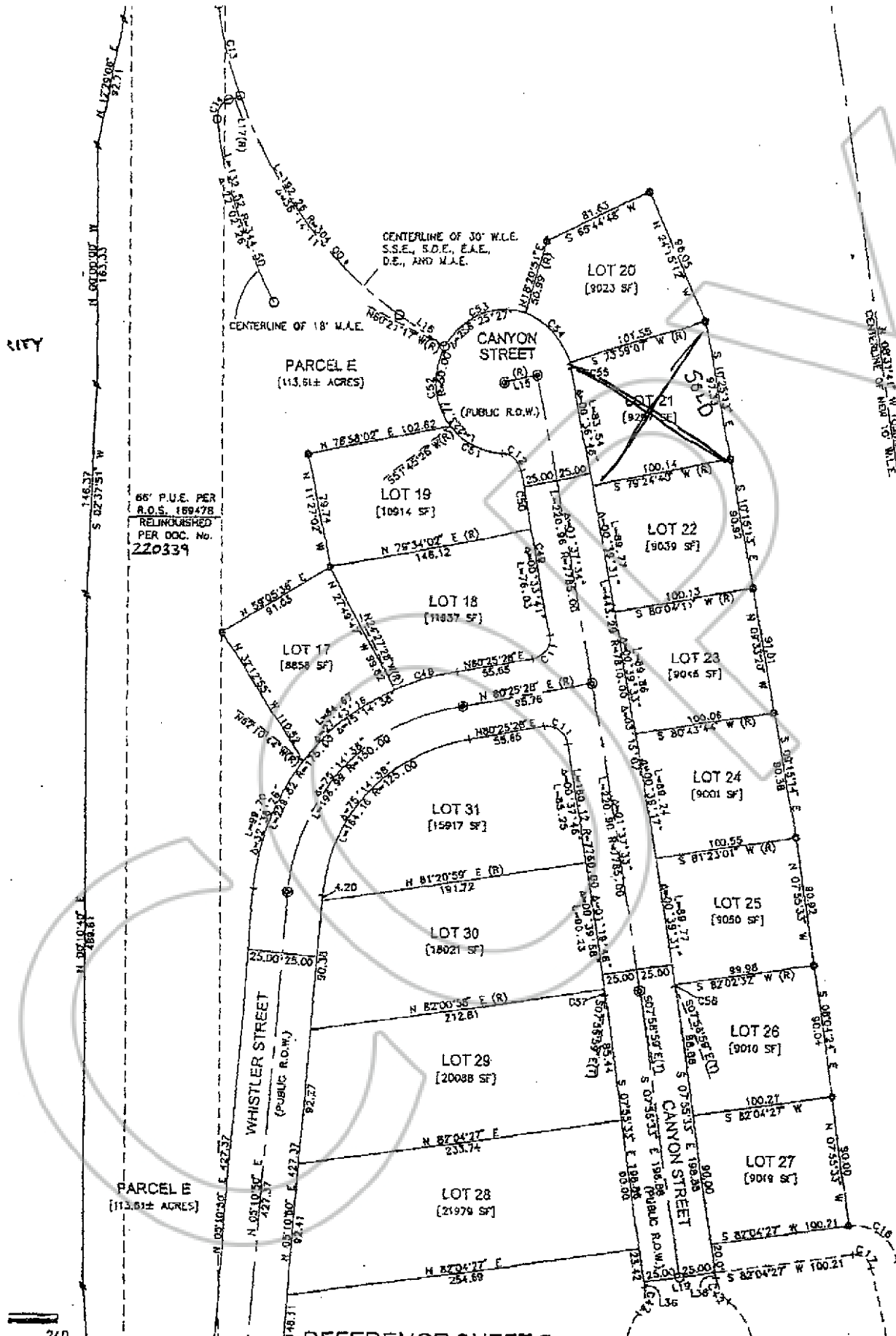
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RECEIVED FBI DEC 13 1964



66' P.U.E. PER
R.O.S. 159478
RELINQUISHED
PER DOC. No.
220334

PARCEL E
[113.51± ACRES]

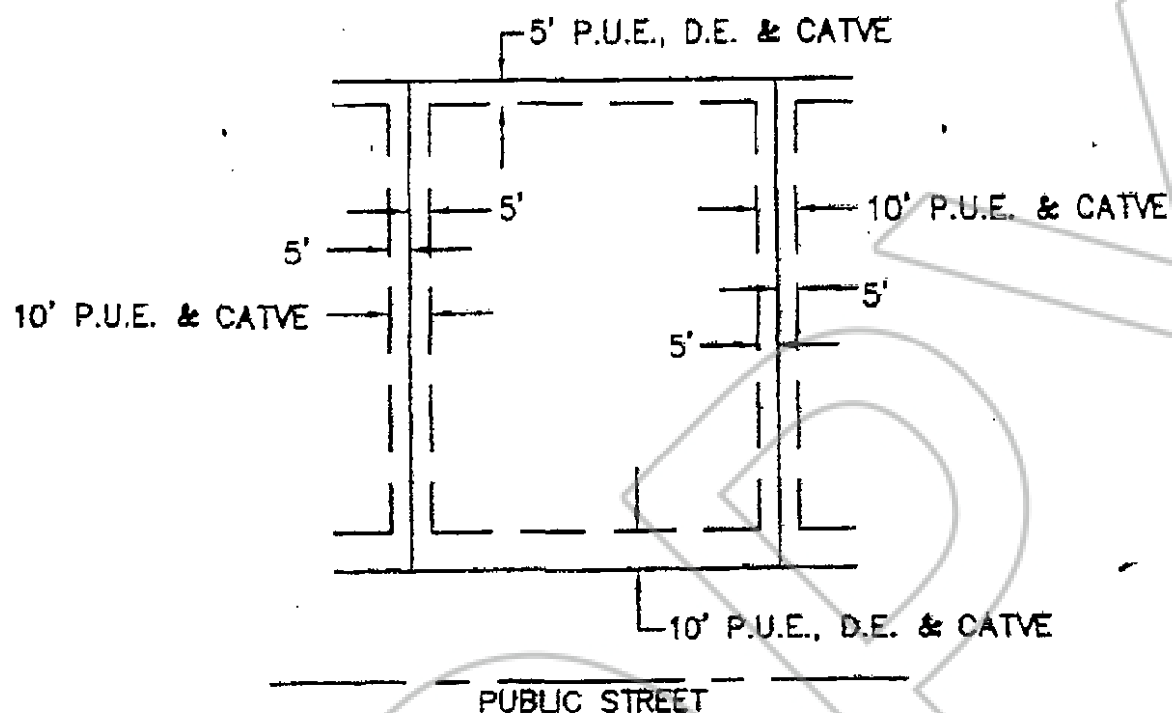
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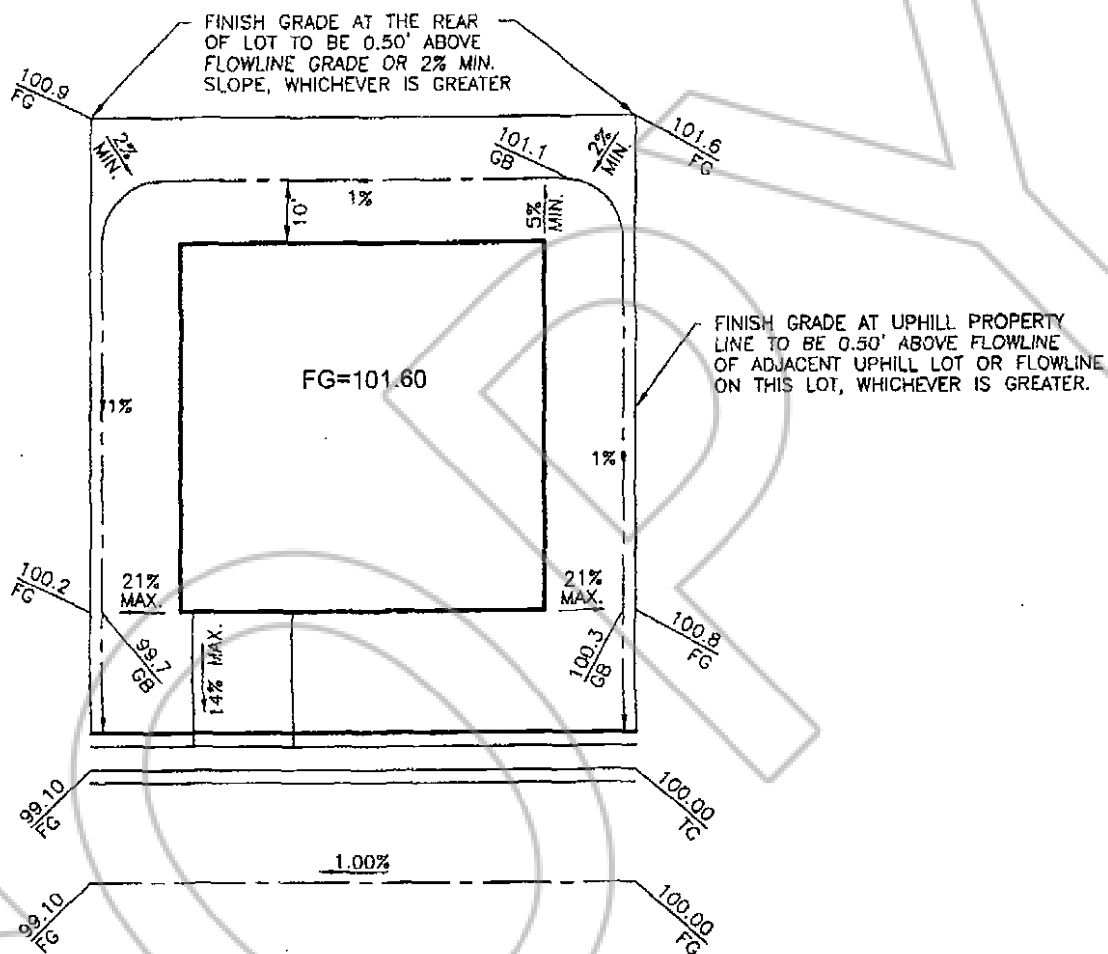
TYPICAL LOT EASEMENTS
(NOT TO SCALE)

TOTAL AREA = 151.27± ACRES
TOTAL NUMBER LOTS = 31
TOTAL LOT AREA = 7.95± ACRES
TOTAL PARCELS = 6
TOTAL PARCELS AREA = 139.40± ACRES
TOTAL RIGHT OF WAY AREA = 3.93± ACRES



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NOTES:

1. GRADING SHOWN ON THIS TYPICAL LOT DRAINAGE DETAIL IS GENERIC, ASSUMING AN ELEVATION OF 100.00 AT THE UPHILL TOP OF CURB. REFERENCE CIVIL IMPROVEMENT PLANS FOR THE ACTUAL ELEVATIONS ON A SPECIFIC LOT.
2. ALL LOT DRAINAGE MUST DRAIN TO ADJACENT STREET. NO LOT DRAINAGE WILL BE ALLOWED TO DRAIN ONTO ADJACENT PARCELS (SIDE AND REAR).
3. REFERENCE TYPICAL LOT CROSS SECTIONS IN THE "EUREKA CANYON SUBDIVISION DEVELOPMENT STANDARDS" FOR ADDITIONAL INFORMATION.
4. REFERENCE "EUREKA CANYON SUBDIVISION DEVELOPMENT STANDARDS" FOR REQUIRED BUILDING SETBACKS.
5. ALL RESIDENTIAL LOTS HAVE BEEN MASS GRADED TO AN ELEVATION THAT IS 15" (1.25') BELOW FINISH GRADE SHOWN ON THE CIVIL IMPROVEMENT PLANS.

TYPICAL LOT DRAINAGE
DETAIL FOR THE
EUREKA CANYON SUBDIVISION

1"=30'

Copyright SUMMIT ENG 2012



SHEET

1

OF

1

N:\DWGS\Breckenridge\Ryder_Plots\Drawing1.DWG ~ 9:50 AM * 27-SEP-2012

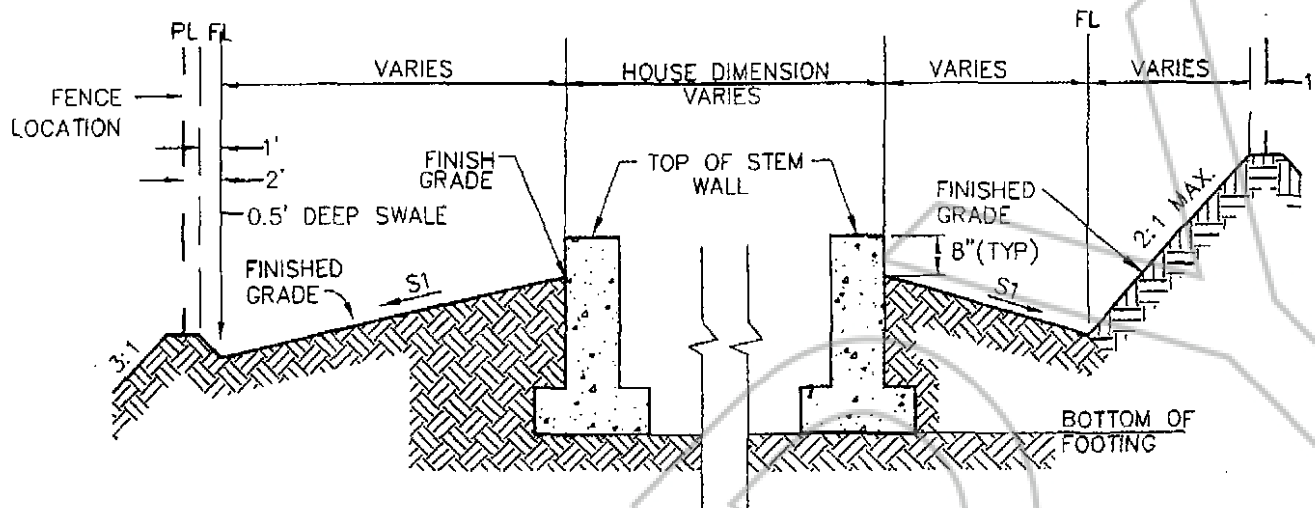
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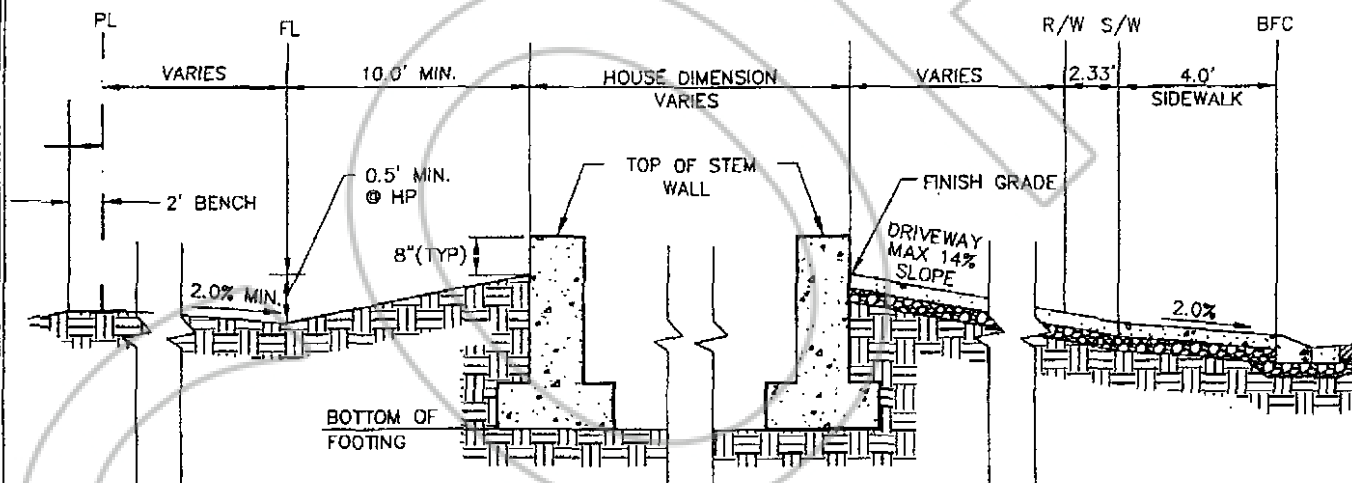
COPY

S1 = SIDE YARD SLOPE (5% MIN, 21% MAX.) PER F.H.A. STANDARDS.

FENCE LOCATION



TYPICAL GRADING BETWEEN LOTS



TYPICAL REAR - FRONT GRADING OF LOTS

TYPICAL LOT
CROSS SECTIONS FOR
EUREKA CANYON SUBDIVISION

N.T.S.

Copyright SUMMIT ENG 2012

SUMMIT ENGINEERING
CORPORATION
5405 MAE ANNE AVENUE, RENO, NV. 89523
PHONE: (775) 747-8550 FAX: (775) 747-8559

SHEET
7

OF
9

Y:\DWGS\J28572_Eureka_Canyon\Lot Cross-sections.DWG ~ 4:48 PM * 26-SEP-2012



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