

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL  
SUBDIVISION OF THE STATE OF  
NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-  
LIABILITY COMPANY; AND FORE STARS,  
LTD., A NEVADA LIMITED-LIABILITY  
COMPANY,

Respondents.

180 LAND CO., LLC, A NEVADA LIMITED-  
LIABILITY COMPANY; AND FORE STARS,  
LTD., A NEVADA LIMITED-LIABILITY  
COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL  
SUBDIVISION OF THE STATE OF  
NEVADA,

Respondent/Cross-Appellant.

No. 84345

Electronically Filed  
Sep 29 2022 06:09 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

No. 84640

**AMENDED  
JOINT APPENDIX  
VOLUME 59, PART 4**

LAW OFFICES OF KERMITT L. WATERS

Kermitt L. Waters, Esq.

Nevada Bar No. 2571

[kermitt@kermittwaters.com](mailto:kermitt@kermittwaters.com)

James J. Leavitt, Esq.

Nevada Bar No. 6032

[jim@kermittwaters.com](mailto:jim@kermittwaters.com)

Michael A. Schneider, Esq.

Nevada Bar No. 8887

[michael@kermittwaters.com](mailto:michael@kermittwaters.com)

Autumn L. Waters, Esq.

Nevada Bar No. 8917

[autumn@kermittwaters.com](mailto:autumn@kermittwaters.com)

704 South Ninth Street

Las Vegas, Nevada 89101

Telephone: (702) 733-8877

*Attorneys for 180 Land Co., LLC and  
Fore Stars, Ltd.*

LAS VEGAS CITY ATTORNEY'S OFFICE

Bryan K. Scott, Esq.

Nevada Bar No. 4381

[bscott@lasvegasnevada.gov](mailto:bscott@lasvegasnevada.gov)

Philip R. Byrnes, Esq.

[pbyrnes@lasvegasnevada.gov](mailto:pbyrnes@lasvegasnevada.gov)

Nevada Bar No. 166

Rebecca Wolfson, Esq.

[rwolfson@lasvegasnevada.gov](mailto:rwolfson@lasvegasnevada.gov)

Nevada Bar No. 14132

495 S. Main Street, 6th Floor

Las Vegas, Nevada 89101

Telephone: (702) 229-6629

*Attorneys for City of Las Vegas*

CLAGGETT & SYKES LAW FIRM

Micah S. Echols, Esq.

Nevada Bar No. 8437

[micah@claggettlaw.com](mailto:micah@claggettlaw.com)

4101 Meadows Lane, Suite 100

Las Vegas, Nevada 89107

(702) 655-2346 – Telephone

*Attorneys for 180 Land Co., LLC and  
Fore Stars, Ltd.*

McDONALD CARANO LLP

George F. Ogilvie III, Esq.

Nevada Bar No. 3552

[gogilvie@mcdonaldcarano.com](mailto:gogilvie@mcdonaldcarano.com)

Amanda C. Yen, Esq.

[ayen@mcdonaldcarano.com](mailto:ayen@mcdonaldcarano.com)

Nevada Bar No. 9726

Christopher Molina, Esq.

[cmolina@mcdonaldcarano.com](mailto:cmolina@mcdonaldcarano.com)

Nevada Bar No. 14092

2300 W. Sahara Ave., Ste. 1200

Las Vegas, Nevada 89102

Telephone: (702)873-4100

LEONARD LAW, PC

Debbie Leonard, Esq.

[debbie@leonardlawpc.com](mailto:debbie@leonardlawpc.com)

Nevada Bar No. 8260

955 S. Virginia Street Ste. 220

Reno, Nevada 89502

Telephone: (775) 964.4656

SHUTE, MIHALY & WEINBERGER, LLP

Andrew W. Schwartz, Esq.

[schwartz@smwlaw.com](mailto:schwartz@smwlaw.com)

California Bar No. 87699

(admitted pro hac vice)

Lauren M. Tarpey, Esq.

[ltarpey@smwlaw.com](mailto:ltarpey@smwlaw.com)

California Bar No. 321775

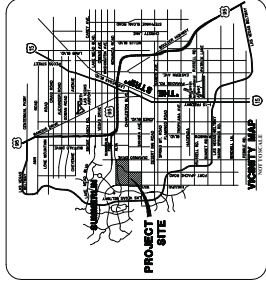
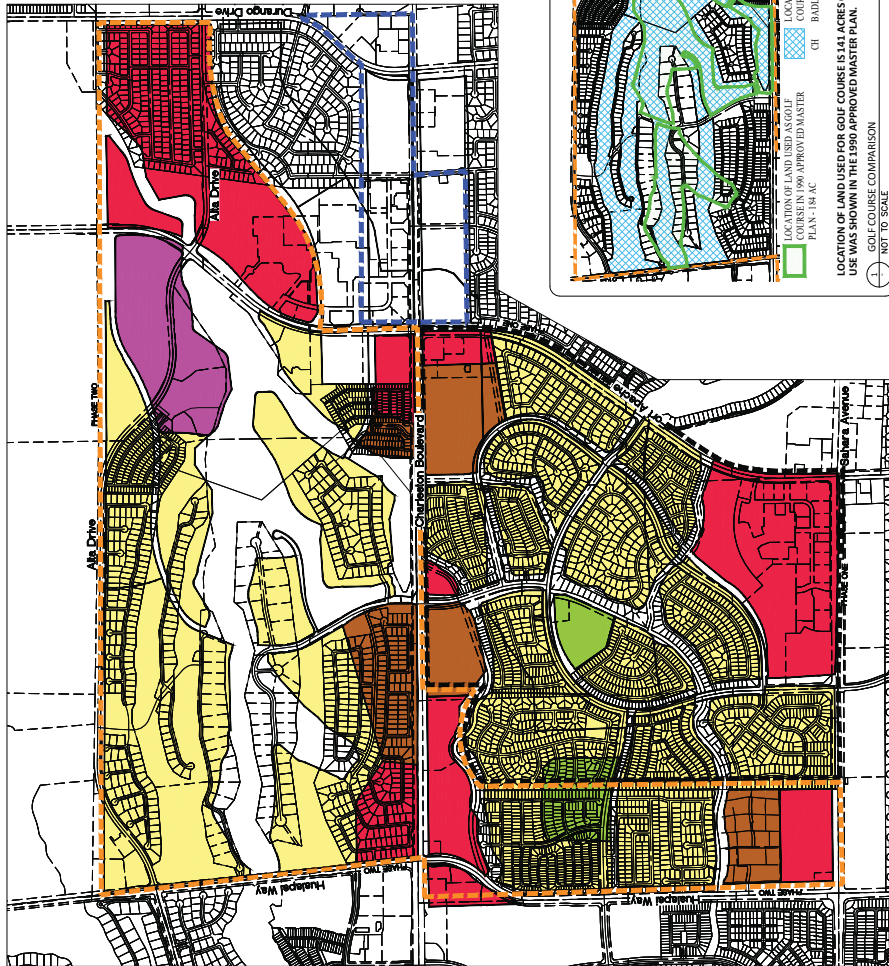
(admitted pro hac vice)

396 Hayes Street

San Francisco, California 94102

Telephone: (415) 552-7272

*Attorneys for City of Las Vegas*



### LEGEND

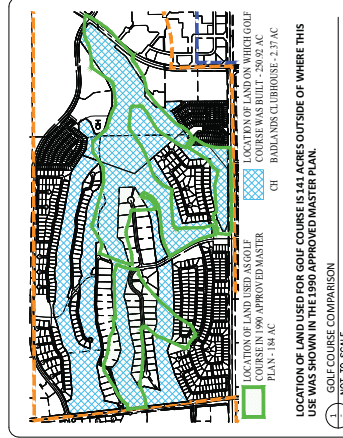
PHASE ONE BOUNDARY  
 PHASE TWO BOUNDARY  
 DELETED FROM MASTER PLAN  
 WITH 1990 AMENDMENT

SINGLE FAMILY  
 MULTI FAMILY  
 HOTEL/RESORT  
 COMMERCIAL  
 SCHOOL

### EXHIBIT F-1

2/22/2016

PECCOLE RANCH MASTER PLAN  
 AS-BUILT (EXHIBIT D) OVERLAYED ON  
 THE 1990 APPROVED PECCOLE RANCH  
 MASTER PLAN (EXHIBIT B)



**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

CLV65-000523

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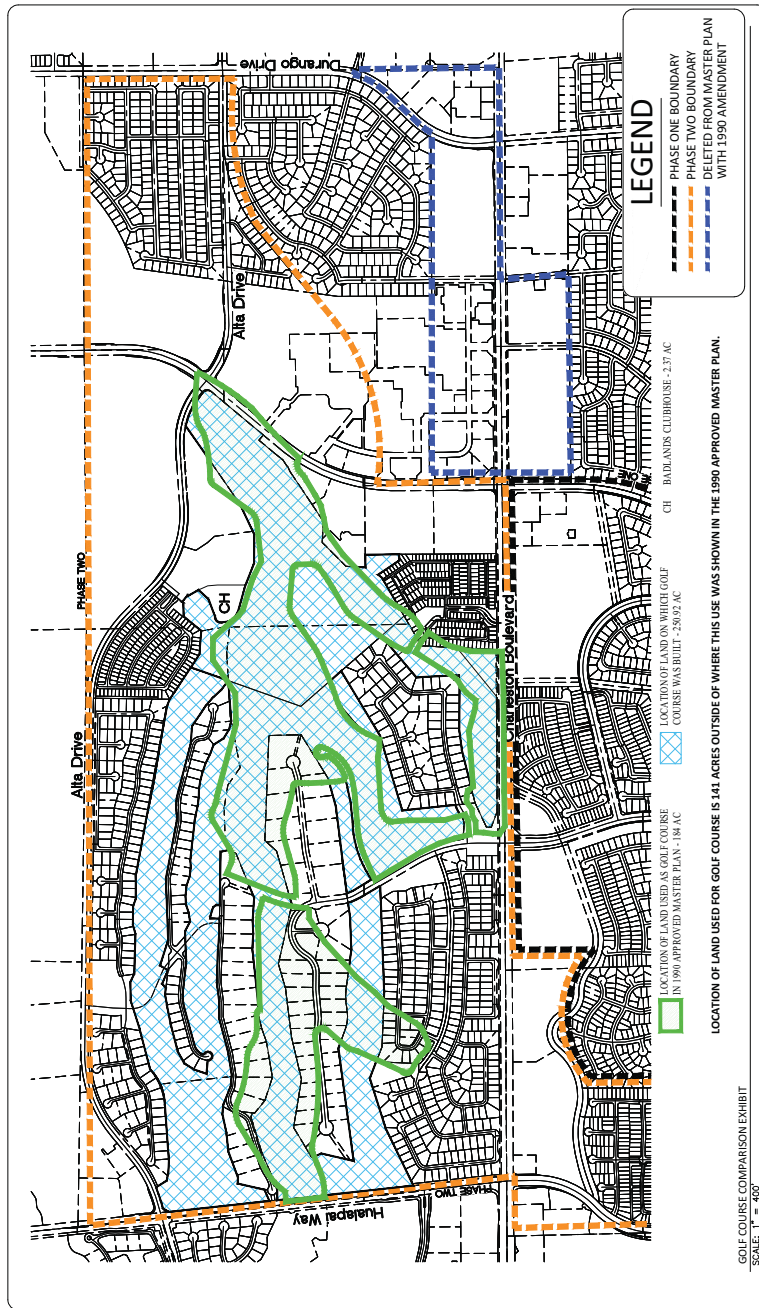


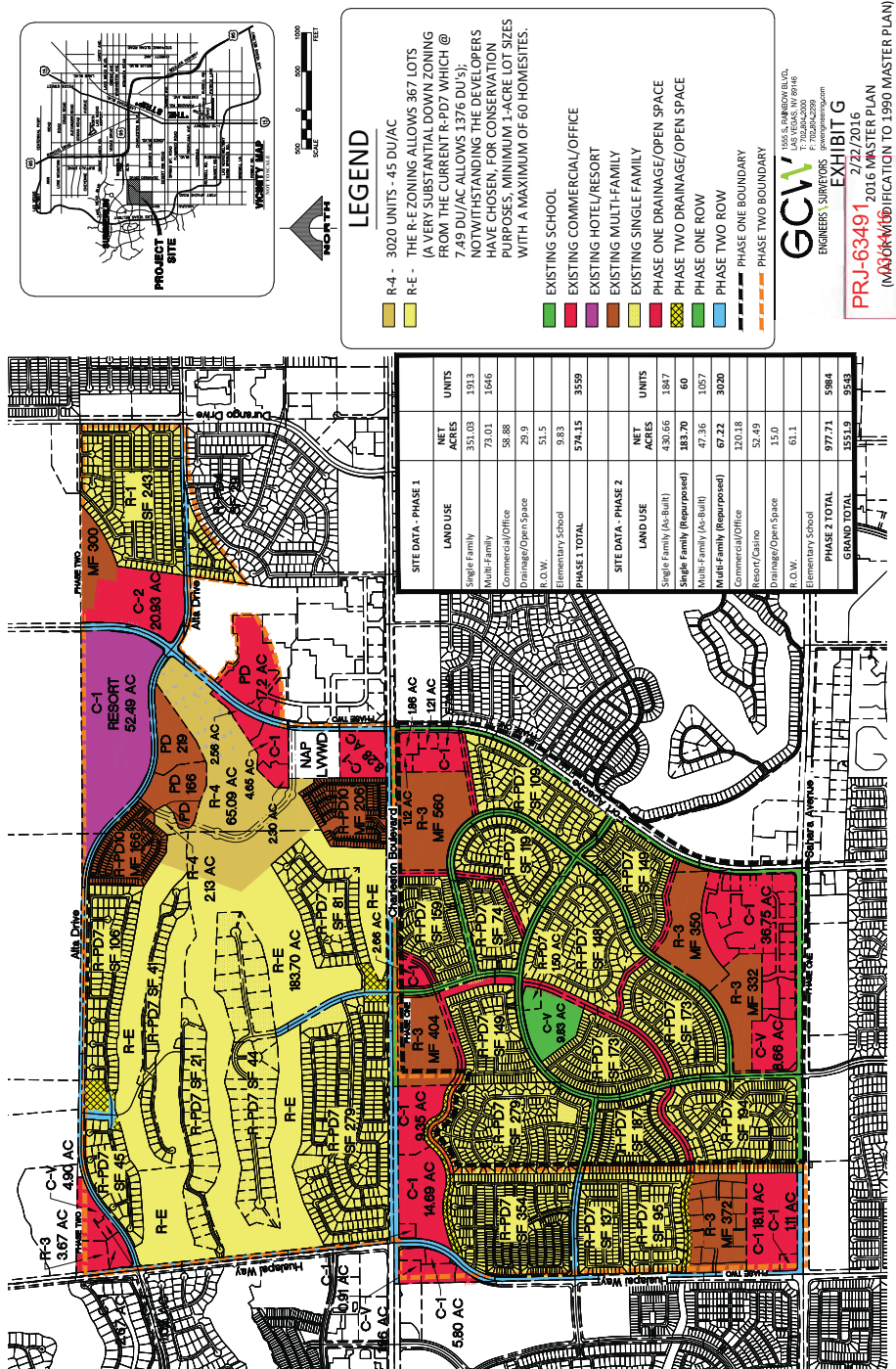
EXHIBIT F-2  
 2/22/2016  
 PECOLE RANCH MASTER PLAN  
 GOLF COURSE LOCATION IN 1990  
 APPROVED PECOLE RANCH MASTER PLAN  
 VS CURRENT LOCATION

# MOD-63600, GPA-63599, ZON-63601 and DIR-63602

CLV65-000524  
 0524

10559





# MOD-63600, GPA-63599, ZON-63601 and DIR-63602

CLV65-000525  
0525

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LAS VEGAS  
CITY COUNCIL

CAROLYN G. GOODMAN  
MAYOR

STAVROS S. ANTHONY  
MAYOR PRO TEM

LOIS TARKANIAN  
STEVEN D. ROSS  
RICKI Y. BARLOW  
BOB COFFIN  
BOB BEERS

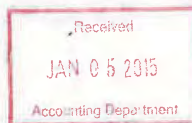
ELIZABETH N. FRETWELL  
CITY MANAGER

December 30, 2014

EXHIBIT H

Frank Pankratz  
ENB Companies  
9755 W. Charleston Blvd.  
Las Vegas, NV 89117

RE: 138-31-713-002  
138-31-712-004  
138-31-610-002  
138-31-212-002 (ZVL-57350)



Mr. Pankratz,

This letter is in response to a request for zoning verification on properties located within Las Vegas, Nevada with Assessor's Parcel Numbers of 138-31-713-002; 138-31-712-004; 138-31-610-002; and 138-31-212-002. The subject properties are zoned R-PD7 (Residential Planned Development District – 7 Units per Acre).

The R-PD District is intended to provide for flexibility and innovation in residential development, with emphasis on enhanced residential amenities, efficient utilization of open space, the separation of pedestrian and vehicular traffic, and homogeneity of land use patterns. The density allowed in the R-PD District shall be reflected by a numerical designation for that district. (Example, R-PD4 allows up to four units per gross acre.) A detailed listing of the permissible uses and all applicable requirements for the R-PD Zone are located in Title 19 ("Las Vegas Zoning Code") of the Las Vegas Municipal Code. The Las Vegas Zoning Code may be found on the City of Las Vegas website:

[http://www.lasvegasnevada.gov/LawsCodes/zoning\\_laws.htm](http://www.lasvegasnevada.gov/LawsCodes/zoning_laws.htm)

The department is unable to provide you with a statement as to whether or not this property conforms to current City codes. If a use or building is nonconforming, then Title 19.14 grants certain rights to the owner, which are addressed in Sections 19.14.040 and 19.14.050 located in Title 19 ("Unified Development Code") of the Las Vegas Municipal Code. The Unified Development Code may be found on the City of Las Vegas website:

[http://www.lasvegasnevada.gov/files/CLV\\_Unified\\_Development\\_Code.pdf](http://www.lasvegasnevada.gov/files/CLV_Unified_Development_Code.pdf)

Should you wish to obtain copies of a Certificate of Occupancy or other public records related to the subject property, please contact the Las Vegas Building and Safety Department at (702) 229-6251. Information regarding City code violations on the subject property can be obtained from the Code Enforcement Division of the Building and Safety Department at (702) 229-2330.

If you have any questions concerning this matter, please contact me at (702) 229-6745.

Sincerely,

Nicole Eddowes  
Planner I  
Planning & Development Department

CITY OF LAS VEGAS  
DEPARTMENT OF PLANNING  
DEVELOPMENT SERVICES CENTER  
333 NORTH RANCHO DRIVE  
3RD FLOOR  
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301  
FAX 702.474.0352  
TTY 702.386.9108  
[www.lasvegasnevada.gov](http://www.lasvegasnevada.gov)

PRJ-63491  
02/25/16

FM-0073a 04.12

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

CLV65-000526  
0526

**10561**

EXHIBIT I  
PECCOLE MASTER PLAN

250.92 ACREAGE TABULATIONS WITH CURRENT/ PROPOSED ZONING AND GENERAL PLAN DESIGNATIONS

COMMENT	APN#	SINGLE FAMILY CURRENT			PROPOSED			MULTI-FAMILY CURRENT			PROPOSED		TOTAL
		ACRES	ZONING	GENERAL PLAN DESIGNATION	ZONING	GENERAL PLAN DESIGNATION	APN#	ACRES	ZONING	GENERAL PLAN DESIGNATION	ZONING	GENERAL PLAN DESIGNATION	
Previously part of APN# 138-32-301-004 (70.52 acre parcel)							138-32-301-005 (2)	17.49	RPD-7	PROS	R-4	H	17.49
Previously part of APN#138-32-301-006 (53.03 acres) - parcel map in process							(2)	47.59	RPD-7	PROS	R-4	H	47.6
Previously part of APN#138-32-301-006 (53.03 acres) - parcel map in process (4)	(2)	5.44	R-PD7	PROS	R-E	Residential							5.44
	138-31-801-002 (1)	11.28	R-PD7	PROS	R-E	Residential							
	138-31-702-002 (1)	166.99	R-PD7	PROS	R-E	Residential							
SUB TOTAL		183.71						65.08					248.79
Clubhouse parking lot parcel							138-32-202-001 (3)	2.13	PD	PROS	R-4	H	2.13
TOTAL		183.71						67.21					250.92

NOTES:  
 (1) Ownership 180 Land Company LLC  
 (2) Ownership Seventy Acres LLC  
 (3) Ownership Fore Stars Ltd  
 (4) Acreage within the above 53.03 acre parcel that lies between Fountainbleu and Fairway Pointe single family neighborhoods that will be part of the single family and not part of the multi-family.

PRJ-63491  
02/23/16

MOD-63600, GPA-63599, ZON-63601 and DIR-63602

CLV65-000527  
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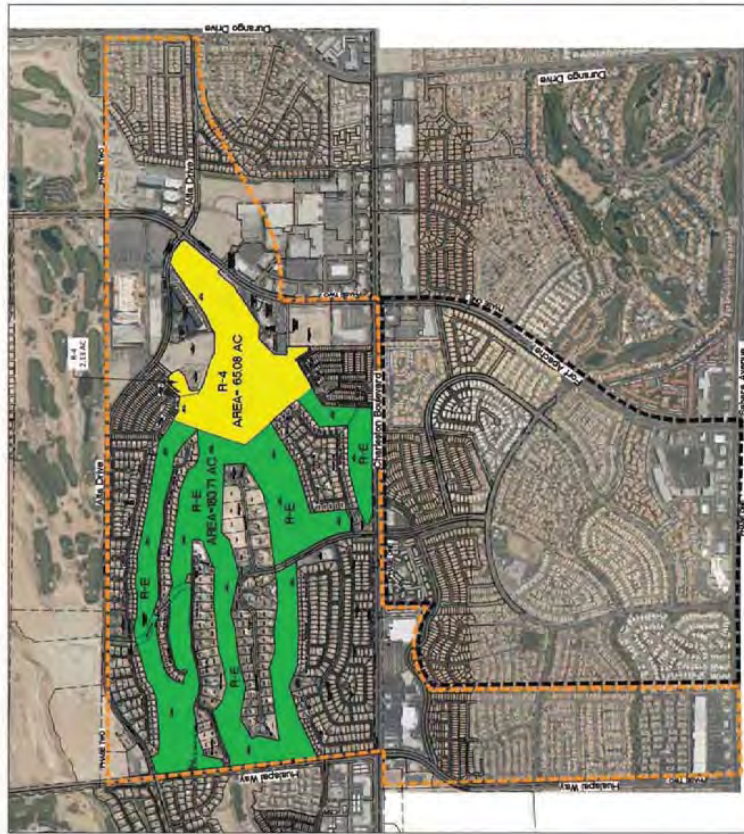
**EXHIBIT J-1**  
 2/22/2016  
 2016 MASTER PLAN REFLECTING  
 RE-PURPOSED USES OF THE 250.92 ACRE  
 PROPERTY



**LEGEND**

- R-4 - 3020 UNITS - 45 DU/AC
- R-E - THE R-E ZONING ALLOWS 367 LOTS (A VERY SUBSTANTIAL DOWN ZONING FROM THE CURRENT R-P07 WHICH @ 7.49 DU/AC ALLOWS 1376 DU/AC); NOTWITHSTANDING THE RE-PURPOSED USES, THE R-E ZONING ALLOWS 1376 DU/AC FOR DEVELOPMENT ON PURPOSES, MINIMUM 1-ACRE LOT SIZES WITH A MAXIMUM OF 60 HOMESITES.
- PHASE ONE BOUNDARY
- PHASE TWO BOUNDARY

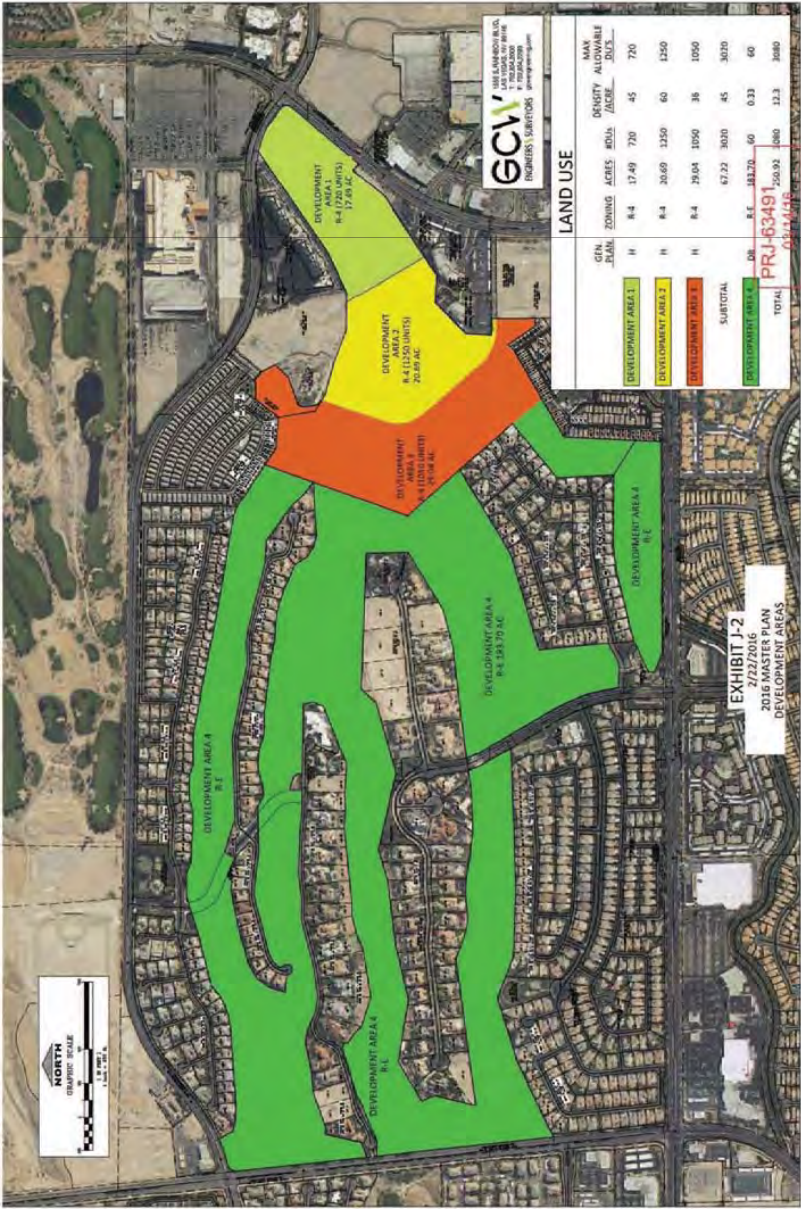
**ECV**  
 ENGINEERING CONSULTANTS  
 1000 S. MERRILL BLVD.  
 SUITE 1000, LOS ANGELES, CA 90005  
 TEL: 213.697.1100  
 FAX: 213.697.1101  
 WWW.ECV-ENGINEERS.COM



**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

CLV65-000528  
 0528

**10563**



MOD-63600, GPA-63599, ZON-63601 and DIR-63602

CLV65-000529  
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EXISTING: THE LAND BETWEEN ORIENT EXPRESS AND WINTER PALACE

RJ-63491  
02/25/16

**10565**



CONCEPT: THE LAND BETWEEN ORIENT EXPRESS AND WINTER PALACE

Color visual of the estates concept presented to the Queensridge homeowners at the neighborhood meetings. This depiction shows the '5 acre' estates concept with each having a buildable area of approximately 1 acre and the remaining 4+/- acres landscaped and dedicated as a permanent easement. (Note: (i) the acreage on the estates will vary, and (ii) ingress/egress to/from the estates in this depiction is from Hualapai Way NOT through the Queensridge North or South neighborhoods.)



The property upon which the Badlands Golf Course is operated is: (i) NOT A PART of the Queensland North and South common interest community, (ii) NOT subject to the Queensland HOA CCRs, and (iii) ~~is~~ it is in any way under the control of the Queensland HOA Board of Directors. No party receiving this information should act in reliance on its contents. It is not intended to be, and should not be construed as, any form of commitment or limitation upon the use or development of the subject property. The property owner's plans for the scope and nature of any future development and/or use of the property is subject to change, at any time, in its sole discretion.

CLV65-000531  
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EXHIBIT L-1



CONCEPTUAL SITE PLAN

67.21 ACRES LUXURY MULTI-FAMILY

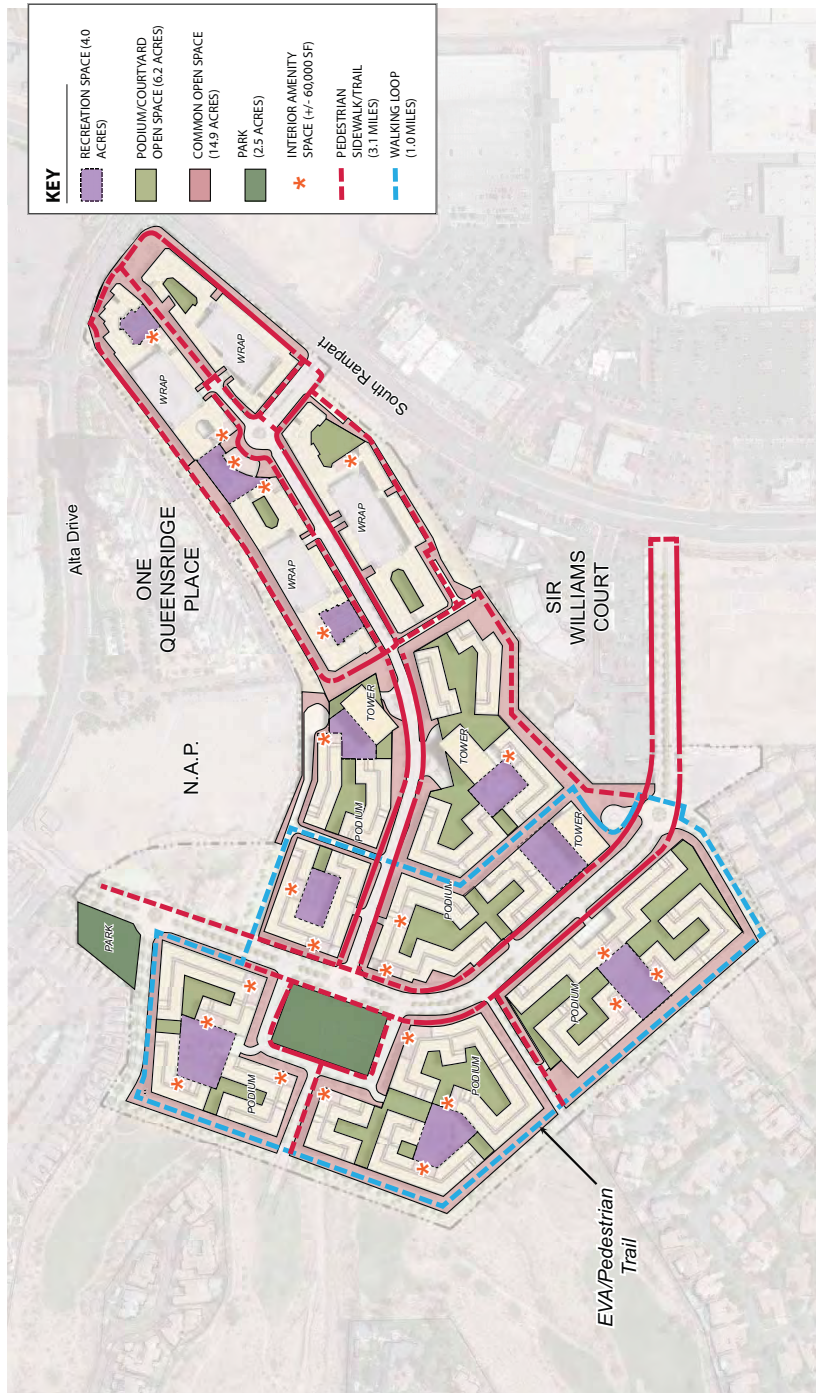


**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

CLV65-000532  
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MVE

CONCEPTUAL SITE PLAN  
67.21 ACRES LUXURY MULTI-FAMILY

67.21 ACRES LUXURY MULTI-FAMILY

February 22, 2016

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

EXHIBIT P  
PECCOLE RANCH MASTER PLAN  
LAND USE DATA

1989 VERSUS 1990 APPROVED MASTER PLAN'S ACRES RECONCILIATION

LAND USE	1989 APPROVED MASTER PLAN (EXHIBIT A)		1990 APPROVED MASTER PLAN (EXHIBIT B)			
	PHASE ONE ACRES	"FUTURE PHASES" ACRES	TOTAL ACRES	REMOVED FROM THE OVERALL MASTER PLAN (2)	RECLASSIFIED 100.01 ACRES FROM SF & MF TO COMMERCIAL (3)	OTHER ADJ. FROM 1989 TO 1990 APPROVED MASTER PLAN ACRES
Single-Family	338.46	487.9	816.39		-74.9	-12.00
Multi-Family	80.95	133.9	214.85	-29.6	-25.2	-19.13
Mixed Use Village Center *Commercial, Office - 40 acres (5) *Multi-Family - 35.56 acres (6)						
Neighborhood Commercial/Office	42.75	143.1	185.85	-54.3	100.1	5.40
Resort-Casino	0	56.6	56.6			-0.60
Water Storage	0	10.9	10.9	-10.9		0
Nursing Home	8.25	0	8.25			8.25
Golf Course		179.48	179.48			183.98
Open Space/Drainage (1)	41.47	27.62	69.09			69.09
Right-of-Way (4)	53.97	90.5	144.47			-30.10
Schools	17.34	13.1	30.44			30.44
TOTAL	573.22	1143.1	1716.32	-94.8	0	-51.93
						1569.59

- (1) The 27.62 acres is the former drainage way acres at Tivoli Village and the drainage way land just to the west of Tivoli and to the east of the golf course as reflected in the 1990 Master Plan which drainage way has gone away as it has been put into culverts. When the 27.62 acres is subtracted from the 1989 207.1 acres for golf course/drainage, it provides the first 18-holes golf course acreage of 179.48 plus an additional 4.5 acres became part of golf course designated land in the 1990 Master Plan.
- (2) As narrated in the 1990 Master Plan's page 1
- (3) As narrated in the 1990 Master Plan's page 3
- (4) A large portion of the 30.1 ROW acreages removed from the Plan were in relationship to the removal of land in the 1990 Master Plan from the Overall Master Plan.
- (5) Included in the Neighborhood Commercial/Office line item
- (6) Included in the Multi-Family line item

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MOD-63600, GPA-63599, ZON-63601 and DIR-63602

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EXHIBIT Q

PECCOLE RANCH MASTER PLAN

LAND USE DATA

1990 APPROVED MASTER PLAN ACREAGE AND DWELLING UNIT DATA

LAND USE	PHASE ONE (3)			PHASE TWO (4)			TOTAL (posted to Exhibit P's last column and to Exhibit T's, 1st and 2nd charts)		
	ACRES	DU/AC	UNITS	ACRES	DU/AC	UNITS	ACRES	DU/AC	UNITS
Single Family	328.49	7	2299	401	7	2807	729.49	7	5106
Multi-Family	80.95	28.38	2297	60	24	1440	140.92	27	3737
Mixed Use Village Center									
*Commercial Office - 40 acres (5)									
**Multi-Family - 35.56 acres (6)									
Neighborhood Commercial/Office	42.75			194.3			237.05		
Resort-Casino	0			56			56.0		
Nursing Home	8.25			0			8.25		
Golf Course				183.98			183.98		
Open Space/Drainage (2)	41.47			27.62			69.09		
Right-of-Way	53.97			60.4			114.37		
Schools	17.34			13.1			30.44		
TOTAL	573.22	8.02	4598	996.4	4.26	4247	1,569.6	5.63	8843

(1) Intentionally left blank

(2) Phase Two Open Space/Drainage 27.62 acres is the drainage acreage that ran through a large portion of what is now Tivoli Village, which drainage acreage does not now exist because it is contained in a culvert, plus acreage that in the 1990 Master Plan was reflected between the east end of the golf course and rampart, which is As-built as part of the golf course acreage and, the 7.1 acres for the two drainage way areas east of Hualapai in the Phase Two land that lies south of Charleston.

(3) From page 5 of the 1990 Master Plan

(4) From page 18 of the 1990 Master Plan

(5) Included in the Neighborhood Commercial/Office line item

(6) Included in the Multi-Family line item

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02/23/16

CLV65-000535  
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MOD-63600, GPA-63599, ZON-63601 and DIR-63602

EXHIBIT S  
PECCOLE RANCH MASTER PLAN  
LAND USE DATA

MASTER PLAN WITH ITS FEBRUARY 2016 AS BUILT EXCEPT THE 250.92 ACRES CURRENTLY USED AS GOLF COURSE  
ARE SHOWN WITH THEIR REPURPOSED SINGLE FAMILY AND MULTI-FAMILY USES IN THIS 2016 MASTER PLAN

LAND USE	PHASE ONE			PHASE TWO			TOTAL (posted to Exhibit T, 2nd chart)		
	ACRES	DU/AC	UNITS	ACRES	DU/AC	UNITS	ACRES	DU/AC	UNITS
Single-Family (1) (4)	351.03	5.45	1913	430.66	4.29	1847	781.69	4.81	3760
Single-Family: Repurposed (1) (4)	0	0	0	183.7		367	183.71	2	367
Multi-Family (2)	73.01	22.54	1646	47.36	22.32	1057	120.37	22.46	2703
Multi-Family: Repurposed (2)				67.22	44.93	3020	67.21	44.93	3020
Mixed Use Village Center (3)				0					
*Commercial, Office - 40 acres									
*Multi-Family - 35.56 acres									
Neighborhood Commercial/Office	58.88			120.18			179.06		
Resort-Casino				52.49			52.49		
Nursing Home				0			0		
Open Space/Drainage	29.9			15			44.9		
Right-of-Way	51.5			61.1			112.6		
Schools	9.83			0			9.83		
TOTAL	574.15	6.20	3559	977.71	6.43	6791	1,551.9	6.35	9850

(1) Phase Two Single Family's acres are the 430.66 acres As-built and the 2016 Master Plan's repurposed 183.7 acres. The Phase Two Single Family Units are the As-built 1847 Single-Family Units and the 183.7 repurposed acres (at R+E Rezoning's 367 Units); notwithstanding the Applicants have chosen for conservation purposes to build a maximum of 60 home sites.

(2) Phase Two Multi-Family's acres are the 47.36 acres As-built and the repurposed 67.21 acres at R-4 Zoning. Phase Two Multi-Family Units are the As-built 1057 Units plus the 3,020 Units on the repurposed 67.21 acres.

(3) This Mixed Use Village Center's Commercial and Multi-Family acreages and Units are included in the Neighborhood Commercial/Office and Multi-Family line items, respectively.

(4) If the 183.7 acres were built with their current R-P07 zoning the Phase Two number of Units, instead of 2214 would be 3223 Units (1847 As-built Units plus 1376 Units being 183.7 acres @ 7.49 Units per acre).

PRJ-63491  
03/14/16

CLV65-000536  
0536

MOD-63600, GPA-63599, ZON-63601 and DIR-63602

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EXHIBIT T  
PECCOLE RANCH MASTER PLAN  
LAND USE DATA

MASTER PLAN COMPARATIVE CHARTS

LAND USE	1990 APPROVED MASTER PLAN VERSUS 2016 AS-BUILT										1990 APPROVED MASTER PLAN VERSUS AS-BUILT EXCEPT 250.92 ACRES WITH RESIDENTIAL USES (2016 MASTER PLAN-NOTE J)																			
	ACRES					DU/AC					UNITS					ACRES					DU/AC					UNITS				
	1990 MASTER PLAN	2016 AS-BUILT	VARIANCE	1990 MASTER PLAN	2016 AS-BUILT	VARIANCE	1990 MASTER PLAN	2016 AS-BUILT	VARIANCE	1990 MASTER PLAN	2016 AS-BUILT	VARIANCE	1990 MASTER PLAN	2016 AS-BUILT	VARIANCE	1990 MASTER PLAN	2016 AS-BUILT	VARIANCE	1990 MASTER PLAN	2016 AS-BUILT	VARIANCE	1990 MASTER PLAN	2016 AS-BUILT	VARIANCE						
Single-Family	779.49	781.69	52.2	7	4.81	-2.2	7	4.81	-2.2	7	4.81	-2.2	7	4.81	-2.2	7	4.81	-2.2	7	4.81	-2.2	7	4.81	-2.2						
Single-Family, Repurposed																														
Multi-Family	140.92	120.37	-20.55	27	22.46	-4.1	27	22.46	-4.1	27	22.46	-4.1	27	22.46	-4.1	27	22.46	-4.1	27	22.46	-4.1	27	22.46	-4.1						
Multi-Family, Repurposed																														
Mixed Use Village Center																														
*Commercial, Office - 40 acres																														
*Multi-Family - 35.56 acres																														
Neighborhood Commercial/Office	237.05	179.06	-57.99																											
Resort, Casino	56.0	52.5	-3.5																											
Nursing Home	8.25	0	-8.25																											
Golf Course	183.98	250.92	66.94																											
Open Space/Drainage	69.09	44.9	-24.19																											
Right-of-Way	114.37	112.6	-1.77																											
Schools	30.44	9.83	-20.61																											
Difference			-0.1																											
SUBTOTAL	1,569.6	1,551.9	-17.8	5.63	4.12	-1.42	5.63	4.12	-1.42	5.63	4.12	-1.42	5.63	4.12	-1.42	5.63	4.12	-1.42	5.63	4.12	-1.42	5.63	4.12	-1.42						
THE 250.92 ACRES SINGLE-FAMILY ZONING PERMITS 307 DU'S (DU/AC); HOWEVER, THE APPLICANTS HAVE CHOSEN FOR CONSERVATION PURPOSES TO ONLY BUILD A MAXIMUM OF 60 HOMESITES.																														
TOTAL																														

NOTE 1: 2015 Master Plan is the Peccole Ranch Master Plan's As-Built's, except the 250.92 acres currently operated as golf course, are shown with their repurposed uses, namely, 183.7 acres as single family R E Zoning with 367 units and 67.21 acres with 3020 multi-family Units.

PRJ-63491  
03/14/16

MOD-63600, GPA-63599, ZON-63601 and DIR-63602

CLV65-000537  
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10572

Residential Development Standards as to Property Only			
<p>These Development Standards apply to the Property only. While more specific development standards will be created as the development process moves forward, the standards set forth herein, and in the Development Agreement, will supersede and replace the standards in effect under the City of Las Vegas Municipal Code pertaining to R-E Residence Estates District (19.06.060) and the R-4 High Density Residential District (19.06.060). Any matter not specifically addressed in these Development Standards shall be governed by the Development Agreement. If that matter is not addressed in the Development Agreement, then Title 19 of the Las Vegas Municipal Code shall apply.</p>			
Description	R-E	R-4	
<b>Building Placement</b>		<b>High Density Residential</b>	
Minimum Lot Size	44,000 sf	7,000 sf	
Dwelling Units Per Acre	2 (Applicants have chosen for conservation purposes not to allow more than 1 unit per acre)	See Exhibit J-2	
Maximum Lot Coverage:		No limitations or restrictions	
1 acre lot	50%		
3 acre lot	33%		
5 acre lot	25%		
> 5 acre lot	25%		
	Lot coverages for lot sizes not listed herein will be correspondingly sized. For lots smaller than 1.5 acres, pool and related structures and hardscape can be constructed outside the developable area.		
Setbacks:		No other limitations or restrictions shall apply with regard to building placement, except all buildings shall be set back 60' from any existing residence.	
Minimum Front Yard Setback - public streets	50'		
Minimum Front Yard Setback - private streets	30'		
Minimum Side Yard Setback	10'		
Minimum Corner Side Yard Setback	15'		
Minimum Rear Yard Setback	35'		
Minimum Distance between Buildings		No limitations or restrictions	

PRJ-63491  
02/25/16

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

CLV65-000538

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**10573**

Residential Development Standards as to Property Only			
<p>These Development Standards apply to the Property only. While more specific development standards will be created as the development process moves forward, the standards set forth herein, and in the Development Agreement, will supersede and replace the standards in effect under the City of Las Vegas Municipal Code pertaining to R-E Residence Estates District (19.06.060) and the R-4 High Density Residential District (19.06.060). Any matter not specifically addressed in these Development Standards shall be governed by the Development Agreement. If that matter is not addressed in the Development Agreement, then Title 19 of the Las Vegas Municipal Code shall apply.</p>			
Description	R-E Residence Estates	R-4 High Density Residential	
Accessory Structures	All accessory structures can be stand alone or attached, and each accessory structure may have separate kitchen facilities. Multiple accessory structures on the same home site are permitted.		
Separation from Main Building	none required	6'	
Minimum Corner Side Yard Setback	15'	5'	
Minimum Rear Yard Setback	10'	3'	
Minimum Side Yard Setback	10'	3'	
Size and Coverage	Not to exceed 60% of the rear and side yard areas.	No limitations or restrictions	
Building Height			
Stories/Floors	3 maximum over basement	N/A	
Flat Roof	50' max. measured to top of roof coping	55' Max. for 4 story structures; 75' Max. for 6 story structures and 250' Max. for tower structures; all measured from podium to the top of the roof coping of flat roof.	
Pitch Roof	50' max. measured to the midpoint between the eaves and the ridge line.	55' Max. for 4 story structures; 75' Max. for 6 story structures and 250' Max. for tower structures; all measured from podium to the midpoint between the eaves and ridge line of pitch roof.	
Accessory Structures	Lesser of 3 stories or 50'	No higher than height of the principal dwelling unit	

CLV65-000539  
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**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

Residential Development Standards as to Property Only		
<p>These Development Standards apply to the Property only. While more specific development standards will be created as the development process moves forward, the standards set forth herein, and in the Development Agreement, will supersede and replace the standards in effect under the City of Las Vegas Municipal Code pertaining to R-E Residence Estates District (19.06.060) and the R-4 High Density Residential District (19.06.060). Any matter not specifically addressed in these Development Standards shall be governed by the Development Agreement. If that matter is not addressed in the Development Agreement, then Title 19 of the Las Vegas Municipal Code shall apply.</p>		
Description	R-E Residence Estates	R-4 High Density Residential
<u>Patio Cover</u>	No restriction except 5' setback from property lines	No limitations or restrictions
<u>Landscape Buffers &amp; Turf Limitations</u>		
Landscape Buffer - Minimum Zone Depths	6' adjacent to ROW 0' to Interior Lot Lines	No limitations or restrictions
Impermeable Surfaces	Minimized to reduce storm water quality mgmt impacts	
Front Yard Area-turf coverage	No limitation	
<u>Front Yard Wall/Fence</u>	No limitations or restrictions apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet, with a maximum solid wall base height of 8 feet.	No limitations or restrictions shall apply to Fences and Walls except for twelve (12) foot limitation on hard mapped property lines.
<u>Perimeter and Retaining Walls</u>	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.
<u>Perimeter and Retaining Walls - Standard Step Back</u>	No limitations or restrictions shall apply to Perimeter and Retaining Walls Standard Step back.	No limitations or restrictions shall apply to Perimeter and Retaining Walls Standard Step back.
<u>Minimum Width of Conservation easement</u>	To be determined at time of lot layout.	N/A

PRJ-63491  
02/25/16

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

CLV65-000540

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Residential Development Standards as to Property Only		
<p>These Development Standards apply to the Property only. While more specific development standards will be created as the development process moves forward, the standards set forth herein, and in the Development Agreement, will supersede and replace the standards in effect under the City of Las Vegas Municipal Code pertaining to R-E Residence Estates District (19.06.060) and the R-4 High Density Residential District (19.06.060). Any matter not specifically addressed in these Development Standards shall be governed by the Development Agreement. If that matter is not addressed in the Development Agreement, then Title 19 of the Las Vegas Municipal Code shall apply.</p>		
Description	R-E Residence Estates	R-4 High Density Residential
Parking		<p>Minimum On-Site Parking Requirement—Multifamily Residential:</p> <p>1.25 spaces per studio or one bedroom unit; 1.75 spaces per two bedroom unit; 2.0 spaces per three or more bedroom unit, plus one guest parking space per six units. No other limitations or restrictions apply.</p>

PRJ-63491  
02/25/16

MOD-63600, GPA-63599, ZON-63601 and DIR-63602



EXHIBIT R  
PECCOLE RANCH MASTER PLAN  
LAND USE DATA

MASTER PLAN DATA SHOWING PHASE ONE,  
PHASE TWO AND TOTALS BASED ON "AS-BUILT" AS OF FEBRUARY, 2016

LAND USE	PHASE ONE			PHASE TWO			TOTAL (posted to Exhibit T, 1st box)		
	ACRES	DU/AC	UNITS	ACRES	DU/AC	UNITS	ACRES	DU/AC	UNITS
Single-Family	351.03	5.45	1913	430.66	4.29	1847	781.69	4.81	3760
Multi-Family (1)	73.01	22.54	1646	47.36	22.32	1057	120.37	22.46	2703
Mixed Use Village Center (2)				0					
*Commercial, Office - 40 acres									
*Multi-Family - 35.56 acres									
Neighborhood Commercial/Office	58.88			120.18			179.06		
Resort-Casino				52.49			52.49		
Nursing Home				0			0		
Golf Course				250.92			250.92		
Open Space/Drainage	29.9			15			44.9		
Right-of-Way	51.5			61.1			112.6		
Schools	9.83			0			9.83		
TOTAL	574.15	6.20	3559	977.71	2.97	2904	1,551.9	4.16	6463

Note: All acreage and Unit information on this schedule except the drainage and right of way acreage (which is based on take-offs) is from parcel and subdivision maps  
(1) Phase Two Multi-Family acres and dwelling units includes 7.5 acres and 300 du's from Thivi, One Queensridge Place's first Phase's  
acreage and its' built 219 Units and its second Phase's acreage and its' 166 entitled entitled Units but does not include the Renaissance 100 entitled  
Units as that portion of Renaissance land is not within the Peccole Ranch Master Plan boundary

(2) This Mixed Use Village Center's Commercial and Multi-Family acreages and Units are included in the Neighborhood Commercial/Office and Multi-Family  
line items, respectively.

PRJ-63491  
03/14/16

CLV65-000542  
0542

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

**10577**



180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.  
1215 S. Fort Apache Rd., Suite # 120  
Las Vegas, NV 89117

Revised

February 26, 2016

Mr. Tom Perrigo, Planning Director  
City of Las Vegas  
Department of Planning  
333 North Rancho Drive  
Las Vegas, NV 89106

Re: Justification Letter for General Plan Amendment and Rezoning of the Peccole Ranch  
Master Plan's 250.92 Acres Currently Operated as The Badlands Golf Course

Dear Mr. Perrigo,

We herewith submit a request to amend the General Plan, and request Rezoning for, the above  
referenced 250.92 acres (hereinafter "Property") as follows:

General Plan Amendment (hereinafter "GPA"):

- From PR-OS (Park, Recreation and Open Space) to DR (Desert Rural Density Residential)  
on 183.71 acres consisting of:
  - 166.99 acres (APN 138-31-702-002)
  - 11.28 acres (APN 138-31-801-002)
  - 5.44 acres (a portion of 138-32-301-006. A separate APN will be provided once  
the parcel map for this 5.44 acres is recorded)
- From PR-OS to H (Residential High) on 67.21 acres consisting of:
  - 2.13 acres (APN 138-32-202-001)
  - 17.49 acres (APN 138-32-301-005)
  - 47.59 acres (APN 138-32-301-006. A separate APN will be provided once the  
parcel map for this 47.59 acres is recorded)

Rezoning

- From R-PD7 to R-E on 183.71 acres consisting of:
  - 166.99 acres (APN 138-31-702-002)
  - 11.28 acres (APN 138-31-801-002)
  - 5.44 acres (a portion of 138-32-301-006. A separate APN will be provided once  
the parcel map for this 5.44 acres is recorded)
- From RPD-7 to R-4 on 65.08 acres consisting of:
  - 17.49 acres (APN 138-32-301-005)
  - 47.59 acres (APN 138-32-301-006. A separate APN will be provided once the  
parcel map for this 47.59 acres is recorded)

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.  
1215 S. Fort Apache Rd., Suite # 120  
Las Vegas, NV 89117

- From PD to R-4 on 2.13 acres consisting of:
  - 2.13 acres (APN 138-32-202-001)

(The above APNs' parcels are shown in the attached Parcel Map– Exhibit 1.)

In the 2016 Peccole Ranch Master Plan (hereinafter "2016 Master Plan") the Property is shown with its repurposed residential uses as explained both herein and in the 2016 Master Plan. The justification for the GPAs and Rezonings are as follows:

- The current General Plan designation of PR-OS on the Property is not in conformance with the Property's current R-PD7 zoning or the Property's requested R-E and R-4 rezonings in the 2016 Master Plan. The requested GPA amendments will bring the General Plan into conformance with the Property's requested rezonings.
- The Rezonings will provide the zoning that matches the Property's repurposed uses in the 2016 Master Plan.

The existing zoning for 248.79 acres of the Property is R-PD7. This zoning is reflected in Clark County Records and confirmed in the Zoning Verification Letter dated December 30, 2014 from City of Las Vegas (Exhibit 2). PD zoning exists on 2.13 acres. The R-PD7 zoning allows up to 7.49 Units per acre equating to 1,863 Units. The PD zoning, subject to Site Development Review approval, allows for a much higher density per acre. Rather than develop the 1,863+ Units "evenly" throughout the Property, the 2016 Master Plan provides adjacency compatibility by placing:

- An unprecedentedly small number of Estate Lots near the existing single family homes.
- Luxury Multi Family in the commercial Rampart Boulevard corridor, near to already existing commercial and multifamily development.

#### Development Areas

The requested R-E zoning on the 183.7 acres is the lowest residential category available allowing for 20,000 square foot minimum lot sizes. This equates to a total of 367 units that would be allowed under R-E. However, the Applicants, for conservation purposes, have chosen to build a maximum of only 60 home sites on this entire acreage. These Estate Lots will be a minimum of one (1) acre to over five (5) acres. This Estate Lot offering will be unprecedented, with approximately one hundred twenty (120) acres of the 183.7 acres being preserved.

The 67.21 acres rezoned to R-4 will provide 3,020 Luxury Multi Family in a pedestrian friendly, intimate residential environment with a wide variety of Luxury Multi Family offerings with different densities and heights to accommodate an array of lifestyle choices. It will also be located in the highly commercialized Rampart Boulevard corridor, where there already exists retail, restaurant, office and multifamily uses.

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1215 S. Fort Apache Rd., Suite # 120  
Las Vegas, NV 89117

The separate Development Areas are reflected in 2016 Master Plan attached as **Exhibit 3**. The densities and building heights for each of the Development Areas are summarized in the below matrix.

<b>Neighborhood / Development Areas</b>	<b>Acres</b>	<b>Maximum # of DU's</b>	<b>Average Density</b>	<b>Building Heights</b>
<b>LUXURY MULTI FAMILY (a)</b>				
Development Area 1	17.49	720	41.2	4 stories with a maximum height not to exceed 55 feet.
Development Area 2 (a)	20.69	1250	60.5	A complex of buildings (some or all of which will be over podium) w/various heights, 3 buildings of which will be towers up to a maximum of 250 feet from podium.
Development Area 3 (a)(b)	29.03	1050	36.2	A complex of 4 story buildings (some or all of which will be over podium) w/various heights not to exceed 55 feet over podium.
	67.21	3,020	45.0	
<b>ESTATE LOTS</b>				
Development Area 4	183.71	60	0.33	up to 3 stories not including basement not to exceed 50 feet.
<b>Total</b>	<b>250.92</b>	<b>3,080</b>	<b>12.30</b>	
<b>Footnotes:</b>				
(a) Luxury Multi Family use can include an assisted living facility**				
(b) The southeast corner of the Development Area houses the golf course maintenance yard; this use as a maintenance yard shall remain				
** This potential use would be in lieu of some of these Development Areas' Luxury Multi Family Units on a 2 for 1 basis, namely 2 assisted living units in lieu of 1 dwelling unit				

From the time of the City's approval on April 4, 1990 of the 1990 Peccole Ranch Master Plan (hereinafter "1990 Master Plan") and Rezoning of the 1990 Master Plan's Phase Two, (being 996.4 acres of the 1990 Master Plan's 1,569.6 acres), the Property retained its R-PD7 zoning designation. It is the Applicants' belief that this zoning was held in place in clear anticipation of potential changes in golf dynamics due to:

- The unknown factors both of water availability and its significant annual cost increases, in years to come, especially considering our harsh desert climate and environment; and,
- Other negative factors that could and would affect golf's financial sustainability, which, as noted below, have been clearly realized.

**Status of Golf Industry**

The golf industry has experienced and continues to experience dramatic erosion. Golf course closures across the USA are rampant. Pellucid Corp, an Illinois-headquartered golf industry analysis entity, reports that 155, 158, 185 and 234 golf courses closed in the nation in 2012,

2013, 2014 and 2015, respectively. Golf course closures have numbered 732 in the last 4 years, with 1,503 in the last ten years, with more anticipated in the next several years. This means golf course owners and local jurisdictions are being faced with having to rethink exactly how these previously operated golf course lands, as they become repurposed, are to be incorporated into the fabric of their communities. The repurposing of the Property from its golf uses, as described herein and in associated documents, is responsible, sensitive, and complimentary, and it is Applicants' belief that it will represent significant added value to Queensridge, surrounding neighborhoods, and the City of Las Vegas.

The Applicants retained a renowned golf course architect, who is very familiar with the national and local golf marketplaces, to evaluate and advise the Applicants of the status of the Badlands Golf Course, in particular, and the Las Vegas golf marketplace, in general. Applicants learned that nationally golf is severely struggling with a very large supply/demand imbalance, and Las Vegas is no exception. Nationally there were approximately 8,100,000 fewer golfers in 2015 than 2000 with a large portion of those being core (regular) golfers. Interestingly, some quotes from Bloomberg Businessweek article, "How Golf is Stuck in the Rough", dated June, 2014 are:

- "Golf is suffering from an exodus of players, and courses are closing. The number of golfers has dropped 24 percent from its peak in 2002 ... in 2013 alone the game lost 1.1 million players."
- "The baby boomers were supposed to be the salvation of golf...but they have yet to take up the slack."
- "Those sticking with the sport are playing fewer rounds. U.S. golfers played a total of 462 million rounds last year ... That was the fewest since 1995. ...All the people under 35 are leaving the game."
- "...research shows the number of golfers today is lower than in 1990, even though the U.S. population is 27 percent greater."
- "...Master's this spring (2014), only 7.8% of U.S. television households tuned in – the tournament's lowest TV rating since 2004...that was a 24% decline from the 2013 finale."
- "The bottom line: As young people seek faster-moving fun, only 14 new golf courses opened up in the U.S. last year while almost 160 shut down."

Southern Nevada courses are financially struggling/many underperforming. Experts have opined that Las Vegas has five to eight more golf courses than the market can possibly support.

#### The Badlands Golf Course

The golf course consumes approximately 245,000,000 gallons of water a year. This is especially concerning due to the extended severe drought conditions being experienced in the western USA. Further, the golf course is struggling with substantially increased costs in virtually every category, low green fees due to large over supply in the marketplace, carrying costs, significant subsidization of water and many millions of dollars needed for deferred maintenance and

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1215 S. Fort Apache Rd., Suite # 120  
Las Vegas, NV 89117

capital expenditures. These expenditures would be required to repair, rehab and/or replace the course's greens, tees, landscaping, very significant irrigation infrastructure, equipment and clubhouse, all in order to stay relevant, that is, to be competitive, operationally efficient and contemporary. The Applicants believe that given these burdens, the golf course was destined for closure and the property destined to be repurposed.

#### Looking Forward

The Applicants' affiliated entities are the largest single owners of homes, lots and condominiums in Queensridge and One Queensridge Place. In addition, Applicants have built 40 custom homes in Queensridge as well as 219 Units in One Queensridge Place. It was anticipated that if Applicants did not purchase the Property, the likelihood is that conventional home builders would have done so; and then proceeded to attempt to build it out pursuant to its existing R-PD7 zoning (up to 7.49 DU's per acre), with development spread throughout the Property. The Applicants had both the motivation and a personal sense of obligation not just to protect their properties' values but the value of the properties of their many Queensridge friends and neighbors. Consequently, Applicants essentially felt "forced" to purchase the golf course's ownership entity, paying a very significant premium to do so.

Rather than leaving the land that was used as golf course lay dormant and devalue the adjacent Queensridge properties, the implementation of the 2016 Master Plan with the approval of the requested GPA and Rezonings, will collectively enhance the value of the individual adjacent properties, as well as that of the overall Queensridge neighborhood.

With the advent of newer communities, Queensridge has "*lost its edge*", it is no longer known as "*the place to be*"; The Ridges in Summerlin and its various neighborhoods have positioned themselves to have that cache and therefore Queensridge's property values have not kept pace. Implementing the 2016 Master Plan, with its approximate \$1.5 billion investment together with its new and varied residential offerings, will bring a substantial renewed energy, awareness, excitement and value to Queensridge and One Queensridge Place.

#### Security of the Property Security

Security is a major concern for all property owners everywhere. Queensridge is no exception. Queensridge North and South have been severely impacted with home and auto break-ins and thefts over the last several years. It is possible that some of the public courses patrons are thieves scouting adjacent properties for their day and/or night time exploits. The closure of the course will also enhance security since access for those thieves coming through Charleston and Hualapai drainage culverts and/or over the 5-6' walls will be eliminated.

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.  
1215 S. Fort Apache Rd., Suite # 120  
Las Vegas, NV 89117

Conclusion


The implementation of the 2016 Master Plan, with its very large Estate Lots, large custom homes, preserve areas, thousands of additional trees, enhanced landscape areas and Luxury Multi Family development with a variety of offerings, will produce an environment like no other in the Las Vegas Valley.

Importantly, the economic benefits, such as jobs, property tax increases, sales tax revenues, and the commerce generated from the land development and home building are all very meaningful to the overall community. The Economic and Fiscal Benefits Study, prepared by respected local financial analyst/economist John Restrepo, is included with the 2016 Master Plan materials and discusses these economic benefits in detail.

Thank you in advance for the City's consideration of these GPA and Rezoning requests. We look forward to working with the City and our neighbors in bringing the repurposed uses of the Property, as reflected in the 2016 Master Plan and commensurate with these GPA and Rezoning designations, to fruition.

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.  
Nevada limited liability companies

By: EHB Companies LLC  
a Nevada limited liability company  
Its: Manager

By:   
Name: Yohan Lowie  
Its: Manager  
Date: 2/26/16

Exhibits:

- 1 Parcel Map
- 2 Zoning Verification Letter
- 3 2016 Master Plan Development Areas



DEVELOPMENT AGREEMENT  
FOR  
THE TWO FIFTY

PRJ-63491  
03/17/16

**DIR-63602**

CLV65-000549  
0549

**10584**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and **180 LAND COMPANY LLC**, a Nevada limited liability company ("Master Developer"). The City and Master Developer are sometimes individually referred to as a "Party" and collectively as the "Parties".

#### **RECITALS**

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. Seventy Acres LLC, a Nevada limited liability company ("Seventy Acres"), Fore Stars, LTD., a Nevada limited liability company ("Fore Stars") and 180 Land Co LLC, a Nevada limited liability company ("180 Land") are the owners (Seventy Acres, Fore Stars and 180 Land each individually an "Owner" and collectively the "Owners") of the Property described on **Exhibit "A"** attached hereto (collectively the "Property").

C. The Property is the land on which the golf course, known as the Badlands, is currently operated. The golf course will be closed and the land repurposed in a manner that is complementary to the adjacent uses with very large estate lots with custom homes and with luxury multifamily development.

D. The Property is divided into four (4) development areas, totaling two hundred fifty and ninety-two hundredths (250.92) acres (hereinafter referred to as "The Two Fifty"), as shown on **Exhibit "B"** attached hereto.

E. A Major Modification to the 1990 Approved Peccole Ranch Master Plan has been submitted concurrent with this Agreement (and is attached hereto as **Exhibit "C"**) to allow for the repurposed uses on the Property.

F. The Parties desire to enter into a Development Agreement for the development of the Property in phases and in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

G. Seventy Acres and Fore Stars irrevocably appoint Master Developer to act for and on behalf of Seventy Acres and Fore Stars, as their agent, to do all things necessary to fulfill Seventy Acres,

Fore Stars and Master Developer's obligations under this Agreement.

H. The first phase of the multifamily development shall be on seventeen and forty-nine hundredths (17.49) acres of land at the southwest corner of Alta Drive and Rampart Boulevard ("Development Area 1") as shown on **Exhibit "B"** attached hereto.

I. The remainder of the Property shall be developed as the market demands, in accordance with this Agreement, and at the sole discretion of Master Developer.

J. The Parties acknowledge that this Agreement will (i) promote the health, safety and general welfare of City and its inhabitants, (ii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iii) ensure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (iv) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

K. The Parties further acknowledge that this Agreement will provide the owners of adjacent properties with the assurance that the development of the Property will be compatible and complimentary to the existing adjacent developments in accordance with the Two Fifty Design Guidelines ("Design Guidelines") attached hereto as **Exhibit "D"**.

L. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues and significant increases to its real property tax base. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the Property by a developer with significant experience in the development process.

M. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding and the right to proceed with the Community in accordance with this Agreement and the Applicable Rules.

N. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants

contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **SECTION ONE**

### **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" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this development agreement 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:

- (a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date;
- (b) This Agreement;
- (c) The Design Guidelines; and
- (d) The term "Applicable Rules" does not include:
  - (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;
  - (ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
  - (iii) Any applicable state or federal law or regulation.

"Authorized Designee" means any person or entity authorized in writing by Master Developer to

make an application to the City for an Entitlement Request on the Property.

"Building Codes" means the development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

"CCRFCD" means the Clark County Regional Flood Control District.

"CCSD" means the Clark County School District.

"Certificate of Occupancy or C of O" means that certificate issued by the Building Official pursuant to the *City of Las Vegas Administrative Code*, often after issuance of a TCO, authorizing the final occupancy of buildings and structures or portions thereof after the Building Official has inspected the building or structure and has found no violations of the provisions of that code or other laws which are enforced by the enforcement agency.

"City" means the City of Las Vegas, together with its successors and assigns.

"City Council" means the Las Vegas City Council.

"City Infrastructure Improvement Standards" means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under the UDC.

"City Manager" means the person holding the position of City Manager at any time or their designee.

"City Referral Group" means a group comprised of representatives of the Department of Planning & Development, the Department of Public Works, the Department of Building and Safety, the Department of Fire Services, the Department of Parks and Leisure Activities and any other city department or agency, as determined by the City Manager. The City Referral Group reviews and makes decisions on Site



Development Plan Reviews within the Community.

"Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

"Community" means the Property and any and all improvements provided for or constructed thereupon.

"Design Guidelines" means the document prepared by Master Developer, attached hereto as **Exhibit "D"**, and reviewed and approved by City.

"Designated Builder" means any legal entity other than Owner(s) that owns any parcel of real property within the Community, whether prior to or after the Effective Date, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer, Owner(s) and their Affiliates in their capacity as developer and land owner and any other entity that engages in the development of a structure or other improvements on a Development Parcel within the Community. A Designated Builder is not a Party to this Agreement and may not enforce any provisions herein, but upon execution and recordation of this Agreement, a Designated Builder may rely on and be subject to the land use entitlements provided for herein. Designated Builder will work closely with Master Developer to ensure the Community is developed in accordance with this Agreement.

"Development Parcels" means legally subdivided parcels of land within the Community that are intended to be developed or further subdivided.

"Development Area" means the four (4) separate development areas of the Property as shown on the Master Land Use Plan attached hereto as **Exhibit "B"**.

"Development Phase Map, Final" means any final map recorded on the Property after the recordation of this Agreement. The Phase Development Final Maps shall be in conformance to the Development Phase exhibit.

"Director of Planning" means the Director of the City's Department of Planning or their designee.

"Director of Public Works" means the Director of the City's Department of Public Works or their designee.

"DWR" means the State of Nevada Division of Water Resources.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Entitlement Request" means a request by Master Developer or its Authorized Designee for any land use approval including, without limitation, a tentative or final subdivision map and/or a Site Development Plan Review.

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, to:

- (a) Specify areas where the Master Developer intends to perform rough grading operations;
- (b) Identify existing elevations and features that are to be preserved within the Community and do so at a drawing scale not to exceed one hundred feet (100') per inch;
- (c) Identify approximate future elevations and slopes of roadways, paseos, Development Parcels, open space, and drainage areas;
- (d) Identify rough design elevations on a two hundred foot (200') grid, and at street intersections, at parcel boundaries, or more frequently;
- (e) Identify locations and heights of potential stock piles; and
- (f) Prior to issuance of any rough grading permit, the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit.

The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study and the Director of Planning shall consider the plan for the aesthetic aspects of the plan.

"Grading Plan", which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community, created pursuant to the UDC, to further define the grading within residential or commercial subdivision sites as identified in the Master Rough Grading Plan to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic

Criteria and Drainage Design Manual.

"HOA or Similar Entity" means any unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community, or portions thereof, created and governed by a declaration (as defined by NRS 116.037), formed for the purpose of managing, maintaining and repairing all common areas transferred to it for such purposes.

"Investment Firm" means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means 180 Land Company LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study to be approved by the Director of Public Works, including updates required by the City when changes to the conditionally approved study are proposed that must also be approved by the Director of Public Works.

"Master Land Use Plan" means the approved site plan for the Community, which is **Exhibit "B"**.

"Master Sanitary Sewer Study" means the comprehensive study to be approved by the Director of Public Works, including updates required by the City where changes to the conditionally approved densities or layout of the development are proposed that would impact on-property and/or off-property pipeline capacities and may result in additional required off-property sewer improvements.

"Master Studies" means the Master Traffic Study and the Master Drainage Study.

"Master Traffic Study" means the comprehensive study with respect to this Property to be approved by the Director of Public Works.

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer, streetlights, traffic signals, associated infrastructures and public drainage located outside of public right-of-way must be within public easements within common lots of the HOA or Similar Entity or of the Development Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Developer shall align all proposed utilities within proposed public rights-of-way when reasonable and will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, and Master Developer shall separately require any Authorized Designee to disclose the existence of such facilities located on (or in the vicinity of) any affected residential lots, and easements necessary for existing and future LVVWD water transmission mains.

"Metro" means the Las Vegas Metropolitan Police Department.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Off-Property" means outside of the physical boundaries of the Property.

"Off-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"On-Property" means within the physical boundaries of the Property.

"On-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"Off-Site Improvements" means any and all improvements necessary for a discrete parcel of property as required by the Applicable Rules.

"Party," when used in the singular form, means either Master Developer, an Owner or City and in the plural form of "Parties" means Master Developer, Owners and City.

"Planning Commission" means the City of Las Vegas Planning Commission.

"Planning Department" means the Department of Planning of the City of Las Vegas.

"Property" means that certain 250.92 gross acres of real property which is the subject of this Agreement. The legal description of the Property is set forth at **Exhibit "A"**.

"RTC" means the Regional Transportation Commission of Southern Nevada.

"SNHD" means the Southern Nevada Health District.

"Subdivision Map" means any instrument under NRS and the UDC which legally subdivides property or gives the right to legally subdivide property.

"Technical Drainage Study" means: a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, to:

(a) Estimate the impact of storm water run-off affecting a Development Parcel from on-property and off-property sources;

(b) Estimate the impact of any storm water run-off that will affect down-stream off-property real property;

(c) Identify the impacts of any storm water run-off that will affect the Development Parcel; the on-property proposed drainage facilities and patterns and any off-property drainage facilities and patterns; and

(d) Identify the means and methods necessary to mitigate such impact, including a commitment to implement, or pay for such mitigating improvements within a specified time frame.

The Technical Drainage Study shall be approved by the Director of Public Works.

"Temporary Certificate of Occupancy or TCO" means that temporary certificate issued by the Building Official pursuant to the *City of Las Vegas Administrative Code* authorizing the temporary use and occupancy of buildings and structures or portions thereof after the Building Official has inspected the building or structure and has found no violations of the provisions of that code or other laws which are enforced by the enforcement agency. For loft units, completed bathrooms and kitchens shall not be required for issuance of TCO.

"Term" means the term of this Agreement.

"UDC" means the Unified Development Code.

"Village Street" means any of those roadways identified as Village Streets, whether public or private, which Master Developer is obligated to construct pursuant to the Master Traffic Study, together with associated curb, gutter, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to



Ordinance 5644, sidewalk or trail and landscaping as indicated on the appropriate cross section in the Design Guidelines.

## SECTION TWO

### APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Community, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Master Developer written notice thirty (30) days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Community of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.03 to 2.05 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03 Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.04 City Council Hearings. In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section is subject to judicial review. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.05 City Cooperation. City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.04. As required by the Applicable Rules, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations. Permits issued to Master Developer shall not expire until the work covered under the permit is complete.

### SECTION THREE

#### PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01 Permitted Uses, Density, and Height of Structures. Pursuant to NRS Chapter 278, this Agreement sets forth the maximum height of structures to be constructed in the Community, the density

of uses and the permitted uses of the land for each parcel within the Community.

(a) Maximum Units Permitted. The number of residential dwelling units allowed within the Community, as shown on **Exhibit B**, is three thousand eighty (3,080) units with seven hundred twenty (720) units in Development Area 1, twelve hundred fifty (1,250) units in Development Area 2, one thousand fifty (1,050) units in Development Area 3 and sixty (60) units in Development Area 4.

(b) Permitted Uses and Unit Types. The Community is planned for a mix of single family residential homes and multi-family residential homes including tower residential homes. In Development Areas 1, 2 and 3, ancillary commercial uses, each up to five thousand (5,000) square feet in size, shall be permitted. Clock towers and water features (if supplied by privately-owned water rights) shall be allowed in the Community. The additional uses allowed within the Community are listed in the Design Guidelines attached as **Exhibit "D"**. The types of buildings and dwelling units shall be permitted in accordance with the Applicable Rules.

(c) Density. Master Developer shall have the right to determine the number of residential dwelling units to be developed on any Development Parcel. Notwithstanding the foregoing, the maximum density permitted in Development Area 1 shall be seven hundred twenty (720) residential units; Development Area 2 shall be twelve hundred fifty (1,250) residential units; Development Area 3 shall be one thousand fifty (1,050) residential units; and Development Area 4 shall be sixty (60) residential units. With respect to any proposed and approved tower residential, only after issuance of a TCO on the building will the unit C of Os be requested on an individual unit by unit basis.

(d) Maximum Height. The maximum height shall be governed by the Code except as otherwise provided for in the Design Guidelines attached as **Exhibit "D"**.

(e) Phasing.

(i) Development Area 1 will be the first multifamily development in the Community.

(ii) The remainder of the Property shall be developed as the market demands, in accordance with this Agreement, and at the sole discretion of Master Developer.

(iii) Master Developer and City agree that prior to the approval for construction of the eighteen hundred and ninety-sixth (1,896<sup>th</sup>) residential unit, by way of a

building permit issuance, Master Developer shall have substantially completed the drainage infrastructure required in Development Area 4. For purposes of this subsection, substantially completed shall mean the installation of the box culverts required pursuant to the City-approved Master Drainage Study.

(iv) Clubhouse Drive extension as shown in **Exhibit "C's"** Exhibits L-1 and L-2 shall be completed prior to the approval for construction of the eighteen hundred and ninety-sixth (1,896<sup>th</sup>) residential unit, by way of a building permit issuance,

(f) Construction Operations. Master Developer may construct within Development Area 1, Development Area 2 and Development Area 3 twenty-four (24) hours per day, subject to Las Vegas Municipal Code Section 9.16, to allow for expedited construction.

(g) Grading and Earth Movement.

(i) Master Developer understands that it must obtain Federal Emergency Management Agency's ("FEMA") CLOMAR approval prior to any mass grading on the FEMA designated areas of the Property.

(ii) Master Developer's intention is that the Property's mass grading and cut and fill earth work will balance, thereby mitigating the need for the import and export of fill material. However, there will be a need to import and/or export dirt for landscape fill.

(iii) In order to minimize earth movement to and from the Property, Master Developer shall be authorized to do all things necessary to process the cut materials on site to create the needed fill materials, therefore eliminating or significantly reducing the need to take cut and fill materials to and from the Property. After approval of the Master Rough Grading Plan, other than the necessary Clark County Department of Air Quality Management approvals needed, Master Developer shall not be required to obtain further approval for rock crushing, earth processing and stockpiling on the Property. The rock crushing shall be located no less than five hundred (500) feet from existing residential homes and shall be subject to Las Vegas Municipal Code Section 9.16.

3.02. Entitlement Requests.

(a) Generally. City agrees to reasonably cooperate with Master Developer to:

(i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Master Studies; and

(ii) Promptly consider the approval of Entitlement Requests, subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Master Studies.

(b) Zoning Entitlement for Property. The Parties acknowledge and agree that the Property will be rezoned for development in accordance with the Peccole Ranch Master Plan, as amended, to allow for the development of the densities provided for herein.

(c) Other Entitlement Requests. Except as provided herein, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by this Agreement, and if not covered by this Agreement, then by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Site Development Plan Review. Unless otherwise provided for herein, Master Developer shall satisfy all Code requirements for the filing of an application for a Site Development Plan Review, except no Site Development Plan Review will be required for any of the up to sixty (60) residential units in Development Area 4. The open space requirements for each development within the Community shall be addressed with each Site Development Plan Review.

The Parties agree that the City Referral Group shall review all Site Development Plan Reviews within the Community. All rulings, decisions and recommendations by the City Referral Group shall be by majority vote of the quorum in attendance. The Chairman of the City Referral Group shall be the Director of Planning. The City Referral Group shall hear and consider the facts presented and determine whether to approve or deny the site plan. Any approval may include any conditions, stipulations, requirements or limitations that may be necessary to fulfil the intent of this Agreement. The Parties agree that:

(1) Within thirty (30) days of a submission being deemed completed, the Director of Planning shall notify the applicant, in writing, of the action and decision of the City Referral Group. The notification shall include any conditions that may be required to complete the Site Plan Review.

(2) An applicant may appeal the decision of the City Referral Group to the Planning Commission by submitting a written appeal to the Director of Planning within ten (10) days



of receipt of the City Referral Group's action, stating whether there is a disagreement. A final appeal can be referred to the City Council by either the applicant or the Director of Planning for a final decision.

(ii) Special Use Permits. Except as provided for herein, Master Developer shall satisfy all Code requirements for the filing of an application for a special use permit. The Parties further agree that:

(1) Except as otherwise provided in this Agreement and the Design Guidelines, special use permit applications shall be processed in accordance with the UDC.

(2) City shall not accept any special use permit application without written verification that the Master Developer either approves of the application or has no objection thereto.

3.03. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All Entitlement Requests, Minor or Major Modification Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC.

(b) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities such as water pumping stations, water reservoirs, water transmission mains, and water distribution mains, that are reviewed by City for approval, shall not require payment of inspection fees to City unless the water service provider will not provide those inspection services.

(c) Dedicated Staff. Upon written request from Master Developer to City, City shall provide within thirty (30) days from written notice, if staff is available, and Master Developer shall pay for a full-time inspector dedicated only to the development of the Community. If City staff is not available, City agrees to outsource to a third-party inspection company and Master Developer agrees to pay for such outsourcing.

3.04 Modification of Design Guidelines. Parties agree that the only proper entity to request a modification or deviation to the Design Guidelines is the Master Developer entity. A modification or deviation to the Design Guidelines shall not be permitted by: any other purchaser of real property within the Community, the HOA or Similar Entity.

(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

(b) Minor Modifications. Except as otherwise provided for herein, Minor Modifications are changes to the Design Guidelines that include:

- (i) changes in architectural styles, color palettes and detail elements.
- (ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential and commercial uses.
- (iii) changes in building materials.
- (iv) changes in landscaping materials, plant palettes, and landscaping detail elements.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of Planning for his consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of the Department of Planning may, in his discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) business days shall be deemed approved. If the Director of the Department of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Director of the Department of Planning may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer may appeal any action of the Planning Commission by

providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

(i) Any application for a modification to the Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) Without limiting the foregoing, a Major Modification that increases density in the Community may only be done so by formally amending this Agreement pursuant to Section 4 below, to reflect such increase in density. The Master Developer shall meet and confer with the Director of Public Works or his designee as to whether an update to the Master Studies is required. If the Director of Public Works or his designee requires an update to one or more of the Master Studies, such update shall be prepared by Master Developer and submitted to the Department of Public Works no later than fifteen (15) business days prior to the date upon which the Planning Commission is to consider any such amendment.

(iii) All actions by the Planning Commission on Major Modifications shall be scheduled for a hearing at the next available City Council meeting.

3.05 Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Development Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

i) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Development Parcel; or

ii) A request for deviation from the following particular requirements on greater than 10% of the lots in a Development Parcel or the entire Community:

a) Changes in architectural styles, color palettes and detail

elements.

b) The addition of similar and complementary architectural styles, color palates and detail elements to residential and commercial uses.

c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for courtyards, porches, miradors, casitas, architectural projections as defined by the Design Guidelines, garages and carriage units.

f) Height of courtyard walls.

(b) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or an Authorized Designee as provided herein. Any application by a an Authorized Designee of Master Developer must include a written statement from the Master Developer that it either approves or has no objection to the request.

(c) Submittal, Review and Appeal

(i) An application for a Minor Deviation from the Design Guidelines may be made to the Director of the Department of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of the Department of Planning may, in their discretion, approve or deny a Minor Deviation or impose any reasonable condition upon such approval. The Director of the Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved.

(iii) Master Developer or an Authorized Designee may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer or an Authorized Designee may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Deviation. Any application for a modification to the Design Guidelines that does not qualify as a Minor Deviation is a Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community and may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines.

(i) City Council Approval Required. An application for a Major Deviation may be filed by the Master Developer or an Authorized Designee as provided herein. Any application by an Authorized Designee must include a written statement from the Master Developer that it either approves or has no objection to the request. Major Deviations shall be submitted to the Planning Commission for recommendation to the City Council, wherein the City Council shall have final action on all Major Deviations.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(e) If Master Developer or an Authorized Designee requests a deviation from adopted City Infrastructure Improvement Standards, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(f) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.04 (Modifications of Design Guidelines).

3.06 Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits,

occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

(a) comply with any state or federal laws or regulations as provided by Section 2.04, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or

(c) maintain City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of Entitlement Requests and other applications contemplated in Section 3 in accordance with the Applicable Rules.

3.07. Property Dedications to City. Except as provided in herein, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to Master Developer from the United States of America).

### **SECTION THREE (A)**

#### **MAINTENANCE OF THE COMMUNITY**

##### 3(A).01 Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer agrees to organize a Master HOA or Similar Entity to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private drainage facilities located within common elements, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets,



curbs, gutters, streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities.

(b) Maintenance Obligations of the Master HOA and Sub-HOAs. The Master HOA or Similar Entity and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to developed and undeveloped sidewalks, private streets, private alleys, private drives, landscaped areas, parks and park facilities, trails, amenity zones, and any landscaping in, on and around medians and public rights-of-way.

Master Developer acknowledges and agrees that the Master HOA or Similar Entity and Sub-HOA (as applicable) are common-interest communities created and governed by declarations ("Declarations") as such term is defined in NRS 116.037. The Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) The Declaration for the Master HOA, when it has been fully executed and recorded with the office of the Clark County Recorder, shall contain (or effectively contain) the following provisions:

(i) that the governing board of the HOA must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 3A.02 can only be materially amended by the Master HOA or Similar Entity board;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan defined below; and

(iv) that in the event the Master HOA fails to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 3A.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. Upon request, City shall have the right to review the Declaration for the sole purpose of determining compliance with the provisions of this Section.

3(A).02 Maintenance Plan. For park and common areas, maintained by the Master HOA or Similar Entity or Sub-HOA (as applicable) the corresponding Declaration pursuant to this Section shall provide for a plan of maintenance.

3(A).03 Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

3(A).04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all permanent flood control facilities including but not limited to those improvements identified in the Master Drainage Study or applicable Technical Drainage Studies for public maintenance and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, and streetlights upon City-dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City's sole cost and expense. City reserves the rights to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works. Master Developer or Master HOA or Similar Entity will maintain all temporary

detention basins or interim facilities identified in the Master Drainage Study or applicable Technical Drainage Studies. The City agrees to cooperate with the Master Developer and will diligently work with Master Developer to obtain acceptance of all permanent drainage facilities.

#### SECTION FOUR

##### DEFAULT

4.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 4 if it commences the appropriate remedial action with the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than ninety (90) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint Party is in default, and the Party alleging non-compliance may declare the breaching Party in default and 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 noncompliance, the Party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for

consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a substantial default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement pursuant to NRS 278. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement. Should City terminate this Agreement, City agrees that, at the request of the Master Developer, the zoning on the Property shall revert back to the zoning on the Effective Date of this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to this Section 4.

4.02. 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, national disasters, terrorist attacks, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, third-party lawsuits, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer.

4.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the

other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Notwithstanding the foregoing, the Parties are not waiving any rights afforded to them under NRS 278.0233 or any other provisions of NRS 278.

4.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada. The parties agree to mediate any and all disputes prior to filing of an action in the Eighth Judicial District Court unless seeking injunctive relief.

4.05. 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.

4.06. 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 FIVE GENERAL PROVISIONS

5.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Master Developer is not in default of this Agreement; and
- (c) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

5.02. Assignment.

The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

(a) At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 5.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Agreement, which consent shall not be unreasonably withheld, delayed or conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City



Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

- 1) An entity owned or controlled by Master Developer or its Affiliates;
- 2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to: (i) develop the Property, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to: (i) commence development, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council to consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

5.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Agreement, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

5.04. Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community other than any challenges to the validity of this Agreement or City's approval of related entitlements. Master Developer and City agree to equally pay all costs and attorneys fees for a defense 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 City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

5.05. Binding Effect of Agreement. Subject to this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

5.06. Relationship of Parties. It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

5.07. Counterparts. This Agreement may be executed at different times and in multiple

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

5.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

To City:	City of Las Vegas 495 South Main Street Las Vegas, Nevada 89101 Attention: City Manager Attention: Director of the Department of Planning
To Master Developer:	180 LAND COMPANY LLC 1215 Fort Apache Road, Suite 120 Las Vegas, NV 89117
Copy to:	Chris Kaempfer Kaempfer Crowell 1980 Festival Plaza Drive, Suite 650 Las Vegas, Nevada 89135

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

5.09 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.

5.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

5.11 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. No amendment of this Agreement shall in and of itself amend the Major Modification to the 1990 Peccole Ranch Master Plan attached hereto as **Exhibit "C"** unless that is the expressed intention of the Parties to do so as it relates to the Property. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

5.12 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.

5.13 Release. Each residential lot shown on a recorded Subdivision Map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

5.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such 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.

5.15 Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law.

5.16 No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community, residing in the Community, or residing outside the Community shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

5.17 Gender Neutral. In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

## **SECTION SIX**

### **REVIEW OF DEVELOPMENT**

6.01 Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter or as otherwise requested by City upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

**[Signatures on following pages]**

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

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By:

\_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

Attest:

City Clerk

By:

\_\_\_\_\_  
LuAnn Holmes, City Clerk

PRJ-63491  
03/17/16

**DIR-63602**

CLV65-000581  
0581

**10616**

**MASTER DEVELOPER**

**180 LAND COMPANY LLC,**

a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me

on this \_\_\_\_\_ day of \_\_\_\_\_,

2015.

\_\_\_\_\_  
Notary Public in and for said County and State

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PRJ-63491  
03/17/16

**DIR-63602**

CLV65-000582  
0582

**10617**