

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 30 2022 12:54 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

No. 84640

**AMENDED
JOINT APPENDIX
VOLUME 128, PART 34**

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Las Vegas, Nevada 89101
Telephone: (702) 733-8877

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Fore Stars, Ltd.*

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Nevada Bar No. 166
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Telephone: (702) 229-6629

Attorneys for City of Las Vegas

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Las Vegas, Nevada 89107

(702) 655-2346 – Telephone

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Fore Stars, Ltd.*

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SHUTE, MIHALY & WEINBERGER, LLP

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(admitted pro hac vice)

396 Hayes Street

San Francisco, California 94102

Telephone: (415) 552-7272

Attorneys for City of Las Vegas

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106



**Return Service Requested
Official Notice of Public Hearing**



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-63599 & ZON-63601 [PRJ-63491]

Planning Commission Meeting of 4/12/2016

71 BRDGNP1 89117

RECEIVED

APR 6 2016

City of Las Vegas
Dept. of Planning

Case: GPA-63599
13832213195
SUNFLOWER MANAGEMENT LLC
%S DAVIES
1215 S FORT APACHE RD #120
LAS VEGAS NV 89117



53-54A

ROR026111

26197

City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

PRSR
 FIRST CLASS MAIL
 U.S. Postage
PAID
 Las Vegas, NV
 Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT
 this Request

☐ I OPPOSE
 this Request

Please use available blank space on card for your comments.
GPA-63599 & ZON-63601 [PRJ-63491]
 Planning Commission Meeting of 4/12/2016

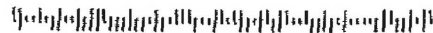
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APR 6 2016

City of Las Vegas
 Dept. of Planning

13832213219 Case: GPA-63599
 LOWIE YOHAN & MERAV NV RES TR
 LOWIE YOHAN & MERAV TRS
 1215 S FORT APACHE RD #120
 LAS VEGAS NV 89117

71 BRDGNP1 BS117



S3-54A

ROR026112

26198

City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

PSRT
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 Las Vegas, NV
 Permit No. 1630

**Return Service Requested
 Official Notice of Public Hearing**



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I SUPPORT
 this Request



I OPPOSE
 this Request

Please use available blank space on card for your comments.

GPA-63599 & ZON-63601 [PRJ-63491]
 Planning Commission Meeting of 4/12/2016

RECEIVED

APR 6 2016

City of Las Vegas
 Dept. of Planning

Case: GPA-63599
 13832213145
 HARARI ALON
 1215 S FORT APACHE RD #120
 LAS VEGAS NV 89117

71 BROGHP1 63117



53-54A

ROR026113

26199

26200

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PSRST
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

**Return Service Requested
Official Notice of Public Hearing**



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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-63599 & ZON-63601 [PRJ-63491]

Planning Commission Meeting of 4/12/2016

RECEIVED
APR 11 2016
City of Las Vegas
Dept. of Planning

13892213194 Case: GPA-63599
Q TOWERS F12 L L C
1215 S FORT APACHE RD #120
LAS VEGAS NV 89117

71 BRDGNP1 89117



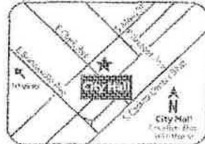
53-54A

ROR026115

26201

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

**Return Service Requested
Official Notice of Public Hearing**



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 739-6405.



I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-63599 & ZON-63601 [PRJ-63491]

Planning Commission Meeting of 4/12/2016



RECEIVED

APR 11 2016

City of Las Vegas
Dept. of Planning

13831613004 (Case GPA-63599)
SCHRAMMEL DIANE KAREN
800 LACEY TREE ST
LAS VEGAS NV 89145-8648

4/8/2016 12:49:38 PM PAGE 2/002 Fa

53-54A

ROR026116

26202

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: APRIL 12, 2016

DEPARTMENT: PLANNING

DIRECTOR: TOM PERRIGO

☐ Consent ☒ Discussion

SUBJECT:

ZON-63601 - REZONING RELATED TO MOD-63600 AND GPA-63599 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Rezoning FROM: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE) TO: R-E (RESIDENCE ESTATES) AND R-4 (HIGH DENSITY RESIDENTIAL) ON 248.79 ACRES AND FROM: PD (PLANNED DEVELOPMENT) TO: R-4 (HIGH DENSITY RESIDENTIAL) on 2.13 acres at the southwest corner of Alta Drive and Rampart Boulevard (APNs 138-31-702-002; 138-31-801-002 and 003; 138-32-202-001; and 138-32-301-005 and 007), Ward 2 (Beers) [PRJ-63491]. Staff has NO RECOMMENDATION.

C.C.: 5/18/2016

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

32

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

10

City Council Meeting

0

RECOMMENDATION:

Staff has NO RECOMMENDATION

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Location and Aerial Maps - ZON-63601 and DIR-63602 [PRJ-63491]
3. Supporting Documentation

Motion made by TRINITY HAVEN SCHLOTTMAN to Hold in abeyance Items 17 and 18, 22-24, 52-55, 72-74 and 80 to 5/10/2016 and Withdraw without prejudice Items 26 and 27

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

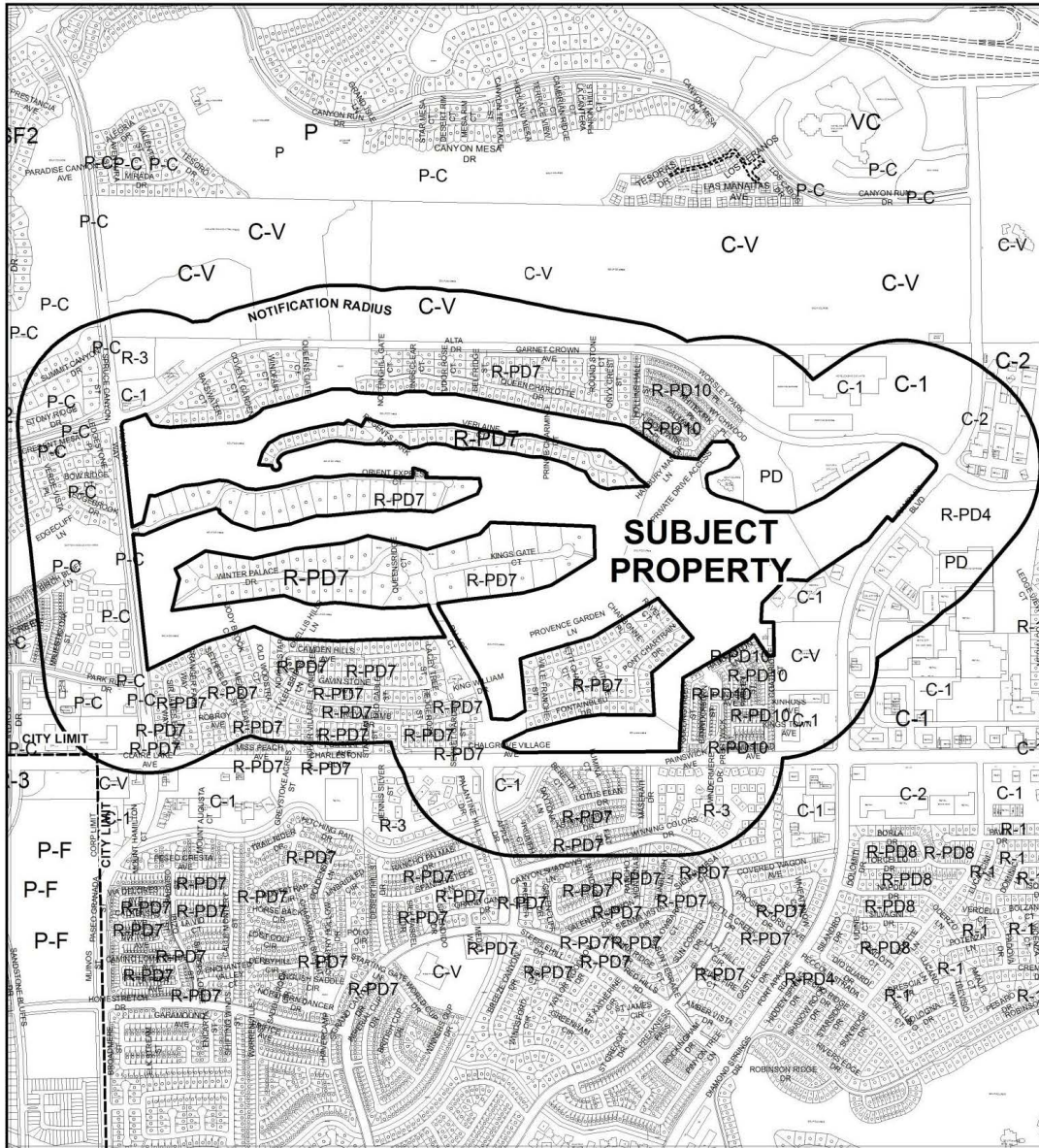
CEDRIC CREAR, GLENN TROWBRIDGE, VICKI QUINN, TODD L. MOODY, TRINITY HAVEN SCHLOTTMAN, GUS FLANGAS, SAM CHERRY; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Items 52 and 53 for related backup.

ROR026117

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



CASE: ZON-63601 AND DIR-63602 (PRJ-63491)

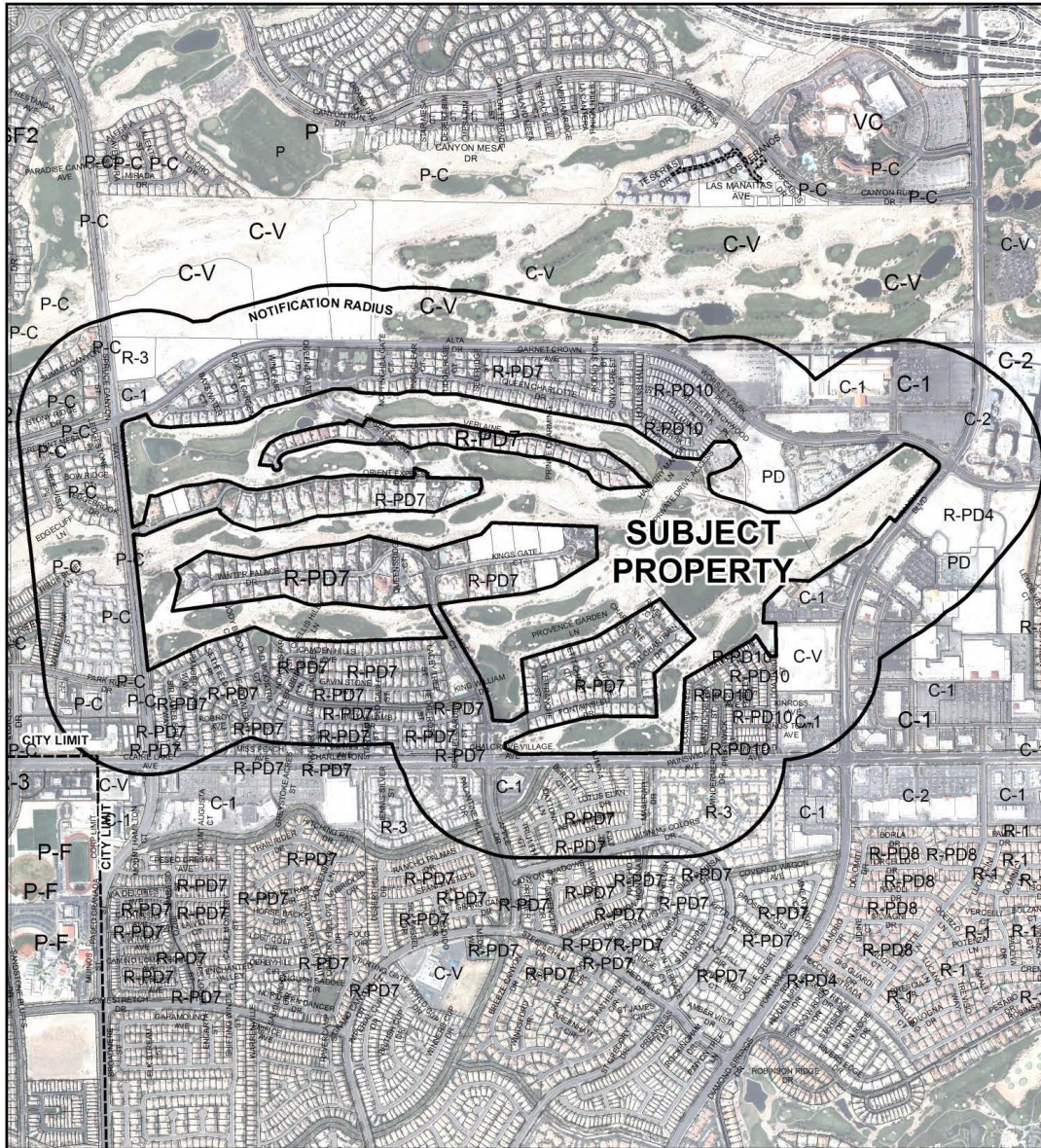
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE) AND PD (PLANNED DEVELOPMENT)

PROPOSED ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES) AND R-4 (HIGH DENSITY RESIDENTIAL)

ROR026119

26205



CASE: ZON-63601 AND DIR-63602 (PRJ-63491)

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE) AND PD (PLANNED DEVELOPMENT)

PROPOSED ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES) AND R-4 (HIGH DENSITY RESIDENTIAL)

0 1,000 2,000
Feet



ROR026120

26206



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-63601** APN: 138-31-702-002; 138-31-801-002

Name of Property Owner: 180 Land Co LLC

Name of Applicant: 180 Land Co LLC

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____ EHB COMPANIES LLC, ITS MANAGER

Signature of Property Owner: _____

Print Name: FRANK PANKRATZ, LS MANAGER

Subscribed and sworn before me

This 25th day of FEBRUARY, 2016
Kathleen K Momot
 Notary Public in and for said County and State





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-63601** APN: 138-32-301-005; 138-32-301-006

Name of Property Owner: Seventy Acres LLC

Name of Applicant: Seventy Acres LLC

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: FRANK PANKRATZ, its MANAGER

Subscribed and sworn before me

This 15th day of February, 2016

Kathleen K Momot
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-63601** APN: 138-32-202-001;

Name of Property Owner: Fore Stars, Ltd

Name of Applicant: Fore Stars, Ltd.

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____
EHF COMPANIES, LLC, ITS MANAGER

Signature of Property Owner: _____

Print Name: *FRANK PANKRATZ, ITS MANAGER*

Subscribed and sworn before me

This *25th* day of *FEBRUARY* 20 *16*
Kathleen K Momot
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REZONING
Project Address (Location) S. Rampart/W. Charleston/Hualapai/Alta
Project Name Peccole Ranch Master Plan 250.92 Acres Proposed Use _____
Assessor's Parcel #(s) 138-32-202-001 Ward # 2
General Plan: existing PROS proposed H Zoning: existing PD proposed R-4
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 2.13 Lots/Units 1 Density _____
Additional Information _____

PROPERTY OWNER Fore Stars, Ltd. Contact Frank Pankratz
Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
City Las Vegas State Nevada Zip 89117
E-mail Address _____

APPLICANT Fore Stars, Ltd. Contact Frank Pankratz
Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
City Las Vegas State Nevada Zip 89117
E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2299
City Las Vegas State Nevada Zip 89146
E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* EHB Companies LLC, HS 1494

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps. By Frank Pankratz, HS 1494

Print Name Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16.

Kedann Stewart-Schenck

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # **ZON-63601**

Meeting Date:

Total Fee:

Date Received:*

Received By:

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applications of the Zoning Ordinance.

FR-163491

Add not Application Packet Application Form.pdf

ROR026124

26210



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REZONING
 Project Address (Location) S. Rampart/W. Charleston/Hualapai/Alta
 Project Name Peccole Ranch Master Plan 250.92 Acres Proposed Use _____
 Assessor's Parcel #(s) 138-32-31-006; 138-32-301-005 Ward # 2
 General Plan: existing PROS proposed H Zoning: existing R-PD7 proposed R-4
 (47.59 Ac) of 138-32-301-006 and 138-32-301-005 from PROS to H
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 70.52 Lots/Units 3 Density _____
 Additional Information (5.44 Ac) of 138-32-301-006 from R-PD7 to R-E; (47.59 Ac) of
 138-32-301-006 from R-PD7 to R-4 and 138-32-301-005 (17.49 Ac) from R-PD7 to R-4

PROPERTY OWNER Seventy Acres LLC Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address _____

APPLICANT Seventy Acres LLC Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2299
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

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Property Owner Signature* EHB Companies, LLC, I+Mgr

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By Frank Pankratz, I+Mgr

Print Name Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16

LeeAnn Stewart-Schenck

Notary Public in and for said County and State



LEEANN STEWART-SCHENCK
 Notary Public, State of Nevada
 Appointment No. 07-4284-1
 My Appt. Expires Jul 26, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # **ZON-63601**

Meeting Date:

Total Fee:

Date Received:*

Received By:

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.
 PRJ563491
 02/29/16
 f:\Report\Application Packet\Application Form.pdf

ROR026125

26211



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REZONING
 Project Address (Location) S. Rampart/W. Charleston/Hualapai/Alta
 Project Name Peccole Ranch Master Plan 250.92 Acres Proposed Use _____
 Assessor's Parcel #(s) 138-31-702-002; 138-31-801-002 Ward # 2
 General Plan: existing PROS proposed DR Zoning: existing R-PD7 proposed R-E
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 178.27 Lots/Units 2 Density _____
 Additional Information _____

PROPERTY OWNER 180 Land Co LLC Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address _____

APPLICANT 180 Land Co LLC Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2299
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

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Property Owner Signature* FRANK PANKRATZ, AS MANAGER
 * An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16.
Leeann Stewart-Schenck

Notary Public in and for said County and State



LEEANN STEWART-SCHENCK
 Notary Public, State of Nevada
 Appointment No. 07-4284-1
 My Appt. Expires Jul 26, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # **ZON-63601**

Meeting Date:

Total Fee:

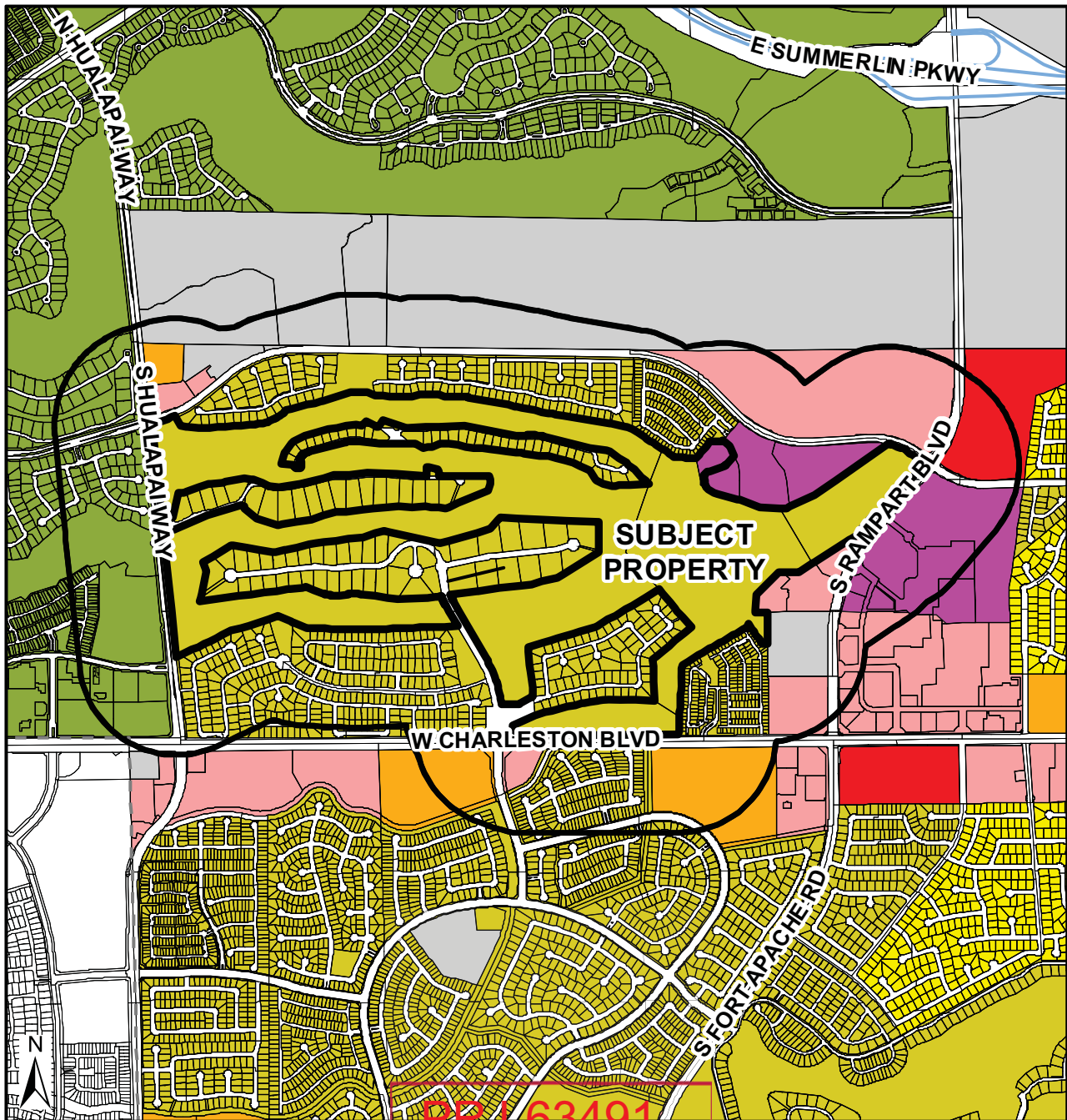
Date Received:*

Received By:

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.
 03/35/16
 Did not Application Packet Application Form.pdf

ROR026126

26212



Zoning

U - (GPA Designation) Undeveloped	R-2 - Medium-Low Density Residential	P-O - Professional Office	C-M - Commercial/Industrial
R-A - Ranch Acres	R-3 - Medium Density Residential	N-S - Neighborhood Service	M - Industrial
R-E - Residential Estates	R-4 - High Density Residential	O - Office	C-V - Civic
R-D - Single-Family Residential-Restricted	R-5 - Apartment	C-D - Designed Commercial	P-C - Planned Community
R-PD - Residential Planned Development	R-MH - Mobile/Manufactured Home Residence	C-1 - Limited Commercial	T-D - Traditional Development
R-1 - Single Family Residential	R-MHP - Residential Mobile/Manufactured Home Park	C-2 - General Commercial	PD - Planned Development
R-CL - Single-Family Compact-Lot	P-R - Professional Offices and Parking	C-PB - Planned Business Park	T-C - Town Center

**FROM R-PD7
TO R-E AND
FROM PD
TO R-4**

- Subject Property
- 1000ft Buffer
- City Limits



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, March 10, 2016

ROR026127

26213

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: APRIL 12, 2016

DEPARTMENT: PLANNING

DIRECTOR: TOM PERRIGO

☐ Consent ☒ Discussion

SUBJECT:

DIR-63602 - DIRECTOR'S BUSINESS RELATED TO MOD-63600 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Development Agreement between 180 Land Co. LLC, et al. and the City of Las Vegas on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard (APNs 138-31-702-002; 138-31-801-002 and 003; 138-32-202-001; and 138-32-301-005 and 007), Ward 2 (Beers) [PRJ-63491]. Staff has NO RECOMMENDATION.

C.C.: 5/18/2016

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg. **49**

City Council Meeting **0**

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg. **12**

City Council Meeting **0**

RECOMMENDATION:

Staff has NO RECOMMENDATION

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Staff Report
3. Supporting Documentation
4. Development Agreement

Motion made by TRINITY HAVEN SCHLOTTMAN to Hold in abeyance Items 17 and 18, 22-24, 52-55, 72-74 and 80 to 5/10/2016 and Withdraw without prejudice Items 26 and 27

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

CEDRIC CREAR, GLENN TROWBRIDGE, VICKI QUINN, TODD L. MOODY, TRINITY HAVEN SCHLOTTMAN, GUS FLANGAS, SAM CHERRY; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Items 52 and 54 for related backup.

ROR026128

26214

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: APRIL 12, 2016

DEPARTMENT: PLANNING

ITEM DESCRIPTION: DIR-63602 - DIRECTOR'S BUSINESS RELATED TO MOD-
63600 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL

*** ITEM REQUESTED TO BE HELD IN ABEYANCE TO THE MAY 10,
2016 PLANNING COMMISSION MEETING, STAFF REPORT PENDING***

ROR026130

26216



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **DIR-63602** APN: 138-31-702-002; 138-31-801-002

Name of Property Owner: 180 Land Co LLC

Name of Applicant: 180 Land Co LLC

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____ EHB COMPANIES LLC, ITS MANAGER

Signature of Property Owner: _____

Print Name: FRANK PANKRATZ, LS MANAGER

Subscribed and sworn before me

This 25th day of FEBRUARY, 2016

Kathleen K Momot
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **DIR-63602** APN: 138-32-301-005; 138-32-301-006

Name of Property Owner: Seventy Acres LLC

Name of Applicant: Seventy Acres LLC

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: FRANK PANKRATZ, its MANAGER

Subscribed and sworn before me

This 15th day of February, 2016

Kathleen K Momot
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **DIR-63602** APN: 138-32-202-001;

Name of Property Owner: Fore Stars, Ltd

Name of Applicant: Fore Stars, Ltd.

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____
EHF COMPANIES, LLC, ITS MANAGER

Signature of Property Owner: _____

Print Name: *FRANK PANKRATZ, ITS MANAGER*

Subscribed and sworn before me

This *25th* day of *FEBRUARY* 20 *16*
Kathleen K Momot
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: DEVELOPMENT AGREEMENT
 Project Address (Location) S. Rampart/W. Charleston/Hualapai/Alta
 Project Name 2016 Peccole Ranch Master Plan Proposed Use _____
 Assessor's Parcel #(s) 138-32-202-001 Ward # 2
 General Plan: existing PROS proposed H Zoning: existing PD proposed R-4
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 2.13 Lots/Units 1 Density _____
 Additional Information _____

PROPERTY OWNER Fore Stars, Ltd. Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

APPLICANT Fore Stars, Ltd. Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2299
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature*

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Frank Pankratz

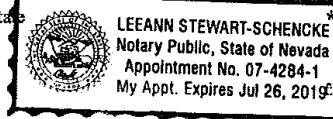
Subscribed and sworn before me

This 25 day of February, 2016.

Leeann Stewart-Schencke

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case # **DIR-63602**

Meeting Date:

Total Fee:

Date Received:*

Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.
 02/25/16
 Report/Application Packet/Application Form.pdf

ROR026134

26220



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: DEVELOPMENT AGREEMENT
 Project Address (Location): S. Rampart/W. Charleston/Hualapai/Alta
 Project Name: 2016 Peccole Ranch Master Plan Proposed Use: _____
 Assessor's Parcel #(s): 138-32-301-006; 138-32-301-005 Ward #: 2
 General Plan: existing PROS proposed H Zoning: existing R-PD7 proposed R-4
 Commercial Square Footage: _____ Floor Area Ratio: _____
 Gross Acres: 70.52 Lots/Units: 3 Density: _____
 Additional Information (5.44 Ac) of 138-32-301-006 to be newly created GP PROS to DR;
 Zoning R-PD7 to R-E

PROPERTY OWNER Seventy Acres LLC Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

APPLICANT Seventy Acres LLC Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2299
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature*

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 BY FRANK PANKRATZ AS MANAGER
 EHB Companies, its manager
 Print Name Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16.
LeeAnn Stewart-Schenck

Notary Public in and for said County and State



LEEANN STEWART-SCHENCK
 Notary Public, State of Nevada
 Appointment No. 07-4284-1
 My Appt. Expires Jul 26, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # **DIR-63602**
 Meeting Date: _____
 Total Fee: _____
 Date Received: * _____
 Received By: _____

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.
 P2153491
 02/25/16
 Application Packet/Application Form.pdf

ROR026135

26221



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: DEVELOPMENT AGREEMENT
Project Address (Location) S. Rampart/W. Charleston/Hualapai/Alta
Project Name 2016 Peccole Ranch Master Plan Proposed Use _____
Assessor's Parcel #(s) 138-31-801-002; 138-31-702-002 Ward # 2
General Plan: existing PROS proposed DR Zoning: existing R-PD7 proposed R-E
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 178.27 Lots/Units 2 Density _____
Additional Information _____

PROPERTY OWNER 180 Land Co LLC Contact Frank Pankratz
Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
City Las Vegas State Nevada Zip 89117
E-mail Address Frank@ehbcompanies.com

APPLICANT 180 Land Co LLC Contact Frank Pankratz
Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
City Las Vegas State Nevada Zip 89117
E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2299
City Las Vegas State Nevada Zip 89146
E-mail Address cgee@gcwengineering.com

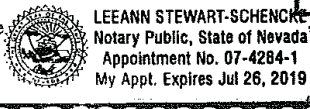
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* EHB COMPANIES ITS MANAGER
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
Print Name Frank Pankratz

Subscribed and sworn before me
This 25 day of February, 20 14.
Leeann Stewart Schenck

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY
Case # **DIR-63602**
Meeting Date:
Total Fee:
Date Received:*
Received By:

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.
63602
Application Packet Application Form.pdf

ROR026136

26222

DEVELOPMENT AGREEMENT
FOR
THE TWO FIFTY

PRJ-63491
03/17/16

DIR-63602

ROR026137

26223

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

"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 (1,896th) 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 (1,896th) 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