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02/12/2026 08:26:13 AM  
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DEVELOPMENT AGREEMENT FOR MONUMENT HILLS  
MASTER PLANNED COMMUNITY

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**DEVELOPMENT AGREEMENT**  
**FOR**  
**MONUMENT HILLS MASTER PLANNED COMMUNITY**

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**THIS DEVELOPMENT AGREEMENT FOR MONUMENT HILLS MASTER PLANNED COMMUNITY** (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City"), and **MONUMENT HILLS PARTNERS, LLC**, a Nevada limited liability company ("Monument Hills" or "Master Developer"). The City and Master Developer are sometimes referred to individually as a "Party," and collectively as the "Parties."

### RECITALS

A. The United States Department of Interior, Bureau of Land Management (the "BLM") is the owner of approximately 940 acres of land in the northwest Las Vegas, Clark County, State of Nevada commonly referred to as the Upper Las Vegas Wash (the "Property") legally described in **Exhibit A**.

B. At the request of the City, the BLM desired to conduct a direct sale of the Property to the City at no less than fair market value ("FMV") determined by a BLM appraisal.

C. The Property met the criteria for direct sale under the Federal Land Policy and Management Act of 1976 ("FLPMA") section 203(f) and 43 CFR 2710.0-3(a)(2), which states, "*Disposal of such tract of land shall serve important public objectives, including but not limited to, expansion of communities and economic development which cannot be achieved prudently or feasibly on lands other than public lands and which outweigh other public objectives and values.*"

D. In the January 4, 2023, Federal Register, Volume 88, No. 2, the BLM published a Notice of Realty Action: Direct Sale of Public Land to the City of Las Vegas, Nevada for the direct sale of the Property to the City and subsequently to the Master Developer in order to strengthen community development opportunities in the northwest part of the Las Vegas Valley, to integrate the interests of the neighboring communities and primary stakeholders, including the Paiute Tribe whose lands compose the boundaries of the direct sale parcel and to incorporate residential and commercial uses while providing employment and services for the surrounding population and to serve as a gateway to recreational opportunities in the area; and

Agreement.

N. The Parties desire to enter into this Agreement, in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

O. Master Developer desires to develop the Property under a single master plan, thoughtfully incorporating residential, commercial, and public uses, and marketed as a "Master Planned Community" (the "Project").

P. The Parties acknowledge that this Agreement will further the goals and values of City as provided by the Las Vegas 2050 Master Plan including but not limited to (i) Land Use & Environment Chapter 2-1, Goal "C", which will focus on new development utilizing new development models that provide a broad mix of housing and neighborhood types; (ii) Land Use & Environment Chapter 2-1, Goal "D," which will improve the quality of districts and neighborhoods to promote an authentic, vibrant sense of place; and (iii) Land Use & Environment Chapter 3, Goal "B" for improved access and connectivity of open spaces for ecological, social, health, and quality of life benefits. The Property is located in the Upper Las Vegas Wash designated as the Nu Wav Kaiv area in the Las Vegas 2050 Master Plan, and will help develop the area bringing housing, jobs, retail and dining to the neighborhood.

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

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

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, (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, or (c) any person whose voting common stock or partnership interest or limited liability company interest, as applicable, is at least fifty percent (50%) beneficially owned by a common person and/or person that fits the definition in (a) or (b) of this paragraph. 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 for Monument Hills Master Planned Community and at any given time includes all addenda and exhibits incorporated by reference and all amendments that hereafter are duly entered into in accordance with the terms of this Agreement.

"Alcohol Related Uses" means any alcohol uses as defined in the UDC.

"AMI" means Area Median Family Income as determined by the United States Department of Housing and Urban Development ("HUD") for the Las Vegas-Henderson-North Las Vegas Nevada Metropolitan Statistical Area ("MSA").

"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 of this Agreement and are applicable to the Property or the Project;
- (b) This Agreement;
- (c) The Development Standards; and
- (d) The term "Applicable Rules" does not include:

private improvements required under the UDC. The term does not include any engineered drawings contained in the Development Standards.

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

"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.

"Community Development Department" means the Department of Community Development of the City of Las Vegas.

"Designated Builder" means any legal entity other than Owner 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 and their Affiliates in their capacity as developer or land owner and any other entity that engages in the development of a structure or other improvements on a Development Parcel within the Community. Any entity that is an Affiliate of Master Developer or Owner may become a Designated Builder if Master Developer notifies City Manager in writing that such entity intends to construct vertical improvements on a Development Parcel. 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 the land use entitlements provided herein. Each Designated Builder will work closely with the Master Developer to ensure the Community is developed in accordance with this Agreement, and any Entitlement Request made will be subject to an authorizing and justification letter from Master Developer as set forth herein.

"Designated Builder Parcel" means any real property within the Community owned by a Designated Builder.

"Development Manager" means Ninety Five Management, L.L.C., a Nevada limited liability company, or any successor duly appointed by Master Developer.

"Gaming Establishment, Restricted" shall have the meaning set forth as defined in the UDC.

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

- (a) Specify areas of less than two hundred (200) acres in size where the Master Developer intends to perform rough grading operations;
- (b) Identify existing elevations and features that 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 pod boundaries and at drainage basin boundaries, or more frequently;
- (e) Identify locations and height 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 or Technical 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 or Technical Drainage Study and the Director of Community Development shall consider the plan for the aesthetic aspects of the plan. The intent of the document is to establish rough grade elevations for both roadways and Development Parcels such that significant unanticipated grade and earthwork differences do not occur at the time of development of individual subdivisions.

"Grading Plan" means a plan or plans prepared by a Nevada-licensed professional engineer, which accompanies the Technical Drainage Study, to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria, Drainage Design Manual, Code and City's Supplement to Standard Form 2.

required by the City when, in the opinion of the Director of Public Works, changes to the land use (including parcel access changes) are proposed that significantly alter the assumptions of the conditionally approved study. In addition, site-specific updates will be required for builder parcels to address pedestrian access and entry throat depth.

"Master Utility Improvements" means those water, sanitary sewer, storm drain system, power, cable and fiber optic, streetlight and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Project other than those utility improvements to be located within individual Development Parcels. All public sewers, streetlights, traffic signals, associated infrastructure and public drainage located outside of public right-of-way must be within public easements within common lots of the Master Developer or the Designated Builder Parcels as well as each conduit to be dedicated to and owned by the City.

"Master Utility Plan" means a conceptual depiction of anticipated, existing and proposed utility alignments 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 public rights-of-way when reasonable and will dedicate any such proposed rights-of-way to the City before granting utility easements to specific utility companies, except easements for existing NV Energy and LVVWD facilities constructed pursuant to BLM grants, and Master Developer shall separately require Designated Builder(s) to disclose the existence of such facilities 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.

phase final maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Community.

"Sub-HOA" means a unit-owner' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community and is subordinate to the Master HOA.

"Technical Drainage Study" means a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, in accordance with the CCRFCD Hydrologic Criteria, Drainage Design Manual, Code and City's Supplement to Standard Form 2, 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 downstream off-property real property;

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

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

(e) Identify the future elevations of roadways; and

(f) Identify the necessary drainage easement for proposed drainage facilities.

The Technical Drainage Study shall require the approval of the Director of Public Works.

"Telecommunication Facility" or "Wireless Communication Facility" means a cable and/or fiber optic facility and/or wireless tower or antenna to deliver the telecommunication product to the Community and/or building within the Community, that is designed to have stealth site components, including screening when installed on a rooftop. The Parties acknowledge that the Telecommunications Facilities will require

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Project is permitted, provided that such action is not applicable to the UDC and 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, pursuant to the NRS requirements for public notification, as amended from time to time.

(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 2.04 to 2.06 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, or otherwise it shall not apply to the Community. If accepted by the Master Developer, 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. Application of New Fees. Notwithstanding Section 2.02 above, City may increase fees imposed by Ordinance 5644, cost-based processing fees, entitlement processing fees, inspection fees, plan review fees, traffic signal impact fees, facility fees, water connection fees or sewer connection fees that uniformly apply to all development in the jurisdiction of the City.

2.04. Conflicting Federal or State Rules. If 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

and public uses, and marketed as a "Master Planned Community." The Master Planned Community will promote community identity, as shown on the Master Land Use Plan, through (i) the philosophical commitment to the neighborhood as the primary building block of the community connected by a continuous system of trails, (ii) designs that promote family-centered living, neighborly interaction, and a pedestrian-oriented community-based public realm, (iii) thoughtful placement of commercial, office, employment center, and public uses to encourage community interaction and create a pleasant pedestrian setting, (iv) design codes to reflect the character of the development and emphasize the point of arrival in the community known as the Development Standards, (v) themed architecture (consistent with the Development Standards), landscaping, and signage, (vi) an extensive network of trails, (vii) pedestrian/bicycle connections between all major land uses via the trails, (viii) a diverse mix of housing products, (ix) vibrant and vital public realms that are compelling to the residents and responsive to the environment, and (x) arterial and collector streets planted with a balance between desert authenticity and visual richness. The Parties acknowledge that the Master Planned Community will provide desirable housing, employment, commercial centers, and recreational opportunities. Master Developer shall utilize its demonstrated expertise in other master planned communities to implement the above planning principles on the Property.

3.02. Master Developer and Obligations of and Actions by the Master Developer.

(a) Appointment of Master Developer by Owner. In order to carry out the intentions of this Agreement and more effectively carry out the terms of this Agreement, Monument Hills has been appointed as the Master Developer.

(b) Role and Authority of Master Developer. Except as provided herein, the Parties agree that any communication, consent, approval, waiver, submission or other action by or on behalf of the Owner pursuant to the terms of this Agreement shall be made by the Master Developer. The Master Developer has the express authority to bind the Owner individually with respect to the Property and this Agreement, and the City has no obligation to verify or confirm that any decision made or action taken by Master Developer is acceptable to the Owner including any decision or action of Master

to be constructed in the Project, the density of uses and the permitted uses of the land for each parcel within the Project.

(a) Maximum Units Permitted. The number of dwelling units within the Community shall not exceed six thousand (6,000).

(b) Permitted Unit Types. The types of buildings and dwelling units permitted in the Community are as set forth in the Development Standards.

(c) Density. The maximum density permitted on the Property shall be set forth in the residential land use table and the related Master Land Use Plan, both of which are attached as **Exhibit H** to this Agreement. Master Developer shall have the right to determine the number of dwelling units to be developed on any Development Parcel so long as all the terms and conditions of the Development Standards that relate to overall product density, maximum units permitted and product type are observed.

(d) Maximum Height and Size of Structures. The height and size of structures within the Community is as set forth in the Development Standards.

(e) Land Uses. City acknowledges and agrees that the land use categories allowed within the Community are designated on the Master Land Use Plan and the uses permitted within each category are described in this Agreement and the Development Standards. The Development Standards are attached as **Exhibit E**.

(f) Attainable Housing. Master Developer and City acknowledge the importance of Attainable Housing and agree to provide a variety of product segmentation that will incorporate attainable housing within the Community. The Community will include a minimum of 300 for-rent or sale, studio, one bedroom, or two bedroom units on Parcels 1.01, 3.11, and 5.03 (collectively, the "Attainable Housing Parcels"). For avoidance of doubt, Master Developer shall not be required to develop 300 for-rent or sale units on each Attainable Housing Parcel, but all such developed units shall be considered collectively for purposes of this Section. The Master Developer may increase the overall density on each Attainable Housing Parcel to include three-bedroom apartments. Furthermore, for for-sale units developed on Parcel 3.11, the City agrees to approve a Minor Modification for any land use entitlement request for a reduction in

Economic Development Partner shall commence construction within 36 months of acquisition of the Economic Development Parcel.

Upon the Parties identifying a suitable Economic Development Partner, the following terms shall apply:

- (i) If City identifies the Economic Development Partner within seven years from the Effective Date:
  - (a) City shall pay Master Developer \$94,000 per gross acre of the Economic Development Parcel as the land area cost (the "Economic Development Purchase Price") which shall be measured to the centerline of Street "A" and Sheep Mountain Parkway, but no portion of the trail corridor to the west will be included in the gross acreage calculation;
  - (b) City will either design and construct or pay the Master Developer to design and construct one half ( $\frac{1}{2}$ ) of the street improvements for Sheep Mountain Parkway to the back of curb;
  - (c) The Economic Development Partner will fund and install the Economic Development Parcel perimeter walls along Sheep Mountain Parkway, Street "A", and the trail corridor. Any wall between the Economic Development Parcel and the adjacent commercial parcel shall be centered on the property line with costs to construct this wall, as well as long term maintenance of this wall, shared equally between both parcels;
  - (d) Master Developer will fund and stub appropriately sized utilities for the Economic Development Parcel. An office park building sized for a minimum of 1,000 employees, or +/- 200,000sqft, + 25% factor (i.e., maximum +/-250,000sqft office park building) will be used to estimate the utility stubs for the Economic Development Parcel;

community, the City and Master Developer agree that certain uses will be permitted as a right on the Property as described in the Development Standards. Similarly, there are certain uses that will be prohibited on the Property as described in the Development Standards

(k) Proximity Restrictions. Pursuant to its general authority to regulate specific Land Uses, the sale of alcoholic beverages and gaming establishments, City declares that the public health, safety and general welfare of the Community is best promoted and protected by identifying future land uses within the Community for all alcohol related and gaming establishments. These uses shall be permitted within the Community as reflected on the Master Land Use Plan. Uses defined by "Alcohol Related Uses" and Gaming Establishment, Restricted, and other proximity controlled businesses, identified in the Development Standards shall have no specified spacing requirements between similar and protected uses.

(l) Declaration Notice For Permitted Uses. Master Developer agrees to provide notice of the permitted uses set forth in the Development Standards to each purchaser of a residential dwelling unit within the Community. Each purchaser of a residential dwelling unit within the Community must execute a disclosure form at the time of purchase that acknowledges the permitted uses and their location. Additionally, Master Developer agrees to provide an exhibit attached to its Declaration of Covenants, Conditions and Restrictions for each residential subdivision in the Community identifying the permitted uses and any waiver of proximity restrictions.

(m) Property Notification for Permitted Land Uses. City and Master Developer agree it is in the best interest of the Parties to provide notice to the future homeowners of the Community of the Permitted Land Uses within the Community. In addition to the requirements provided in Section 3.03(l), Master Developer will construct two (2) notification boards for the Permitted Land Uses within the Community (subject to City approval).

#### 3.04. Phasing of Construction.

(a) Generally. While Master Developer has the sole discretion to decide the commencement date for development of the Community and improvements therein,

pertinent Development Phase Final Map is recorded, and a completion bond has been posted with the City for the cost of the proposed grading. The completion bond will not exceed one million dollars (\$1,000,000.00) for each Master Rough Grading Plan (i.e. 200-acre area).

(e) Parks and Trails. Master Developer shall commence the design and construction of all parks and trails in accordance with the terms of the Parks Agreement.

(f) Assumption of Responsibility by Multiple Contractors. Permits that are awarded by City for each approved plan set will be based on work to be performed by each contractor. If a plan set includes multiple facets or phases of construction, separate contractors can pull permits.

3.05. Modifications. Modifications are changes that apply permanently to all development in the Community. The Parties agree that modifications are generally not in the best interests of the effective and consistent development of the Community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the Community as provided herein. However, the Parties do acknowledge that there are special circumstances that may necessitate the modification of certain provisions to accommodate unique situations that are presented to the Master Developer upon the actual development of the Community. Further, the Parties agree that modifications can change the look, feel and construction of the Community in such a way that the original intent of the Parties is not demonstrated by the developed product. To that end, the Parties also agree that the only proper entity to request a modification or deviation is the Master Developer entity itself. A request for a modification or deviation shall not be permitted from: (i) any other purchaser of real property within the Community, or (ii) Master HOA or Sub-HOA.

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

(b) Minor Modifications. Minor Modifications are changes to the Development Standards including the below items from this Agreement that include:

(i) changes in architectural styles, color palettes and detail elements;

(iii) Master Developer may appeal any decision of the Director of the Department of Community Development to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving written 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 Development Standards 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 3.05(c) above, whichever is applicable.

(ii) Any application for a modification to the Master Land Use Plan to materially reconfigure parcels as shown on the Master Land Use Plan is a Major Modification. The Major Modification process may allow for a change in the land use designations within the Community to allow for flexibility in final parcel configuration. Master Developer may apply for a Major Modification only after the Director of Community Development determines in his/her sole discretion that there are no negative impacts to the Community to process such a Major Modification. The Major Modification is not intended to act as a mapping action. Pursuant to this Section 3.05, a Major Modification may not be required if the Director of Community Development, Director of Public Works and Fire Chief determine that there are no negative impacts to the Community for such a request, in which case, the application may be approved by way of a Minor Modification.

(iii) Prior to Planning Commission consideration of a Major Modification that increases density in the Community the Master Developer shall meet and confer with the Director of Public Works or his/her designee as to whether an update

deems such treatment is warranted; or

(ii) A request for deviation from the following, including but not limited to, particular requirements:

- a. changes in architectural styles, color palettes and detail elements;
- b. the addition of similar and complementary residential architectural styles, color palettes and detail elements to residential or commercial uses;
- c. changes in designated building materials;
- d. changes in landscaping materials, plant palettes, and landscaping detail elements, to the extent designated in the Development Standards;
- e. setback encroachments for buildings, patio covers, courtyards, porches, miradors, casitas, architectural projections as defined by the Development Standards, garages and carriage units;
- f. height of courtyard, retaining and other walls; and
- g. lot width, lot coverage and lot square footage.

(iii) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or Designated Builder as provided herein. Any application from a Designated Builder must include a written statement from the Master Developer that justifies the Master Developer's position of either approves or has not objection to the request.

(iv) Submittal, Review and Appeal.

- a. An application for a Minor Deviation from the Development Standards may be made to the Director of the Department of Community Development for their consideration. The Director of the Department of Community Development shall coordinate the City's

(L), inclusive, of the Las Vegas Municipal Code 19.16.120. Minor Deviations are site specific and shall be processed for each individual lot or parcel.

(b) Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community, may exceed twenty-five percent (25%) of any particular requirement delineated by the Development Standards but may not exceed ten percent (10%) of the lots in a Designated Builder Parcel. A request for a Major Deviation shall be processed in accordance with procedures applicable to a Variance application, as set forth in subsections (C) to (N), inclusive, of the Las Vegas Municipal Code 19.16.140.

(i) Planning Commission Approval Required. An application for a Major Deviation may be filed by the Master Developer or Designated Builder as provided herein. Any application from a Designated Builder must include a written statement from the Master Developer that justifies the Master Developer's position that it either approves or has no objection to the request. All actions by the Planning Commission becomes final and effective at the expiration of ten (10) days after the date of the decision unless, within that period, a member of the City Council files with the City Clerk a written request for the Council to review the approval. An appeal may also be filed by the applicant and, with respect to an approval, by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. The City Council may establish one or more fees to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be as set forth in the City's fee schedule. A request to review may be filed by a member of the City Council.

(ii) Submittal, Review and Approval.

a. 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.

Development) zoning district in conformance with its underlying TND (Traditional Neighborhood Development) General Plan land use designation with approved Development Standards for the Property in accordance with the UDC.

The City Council finds that this Agreement, together with the exhibits and attachments, which include the Development Standards and the Master Studies fulfill and accomplish the required submittals to regulate the development of the Community pursuant to the provisions of NRS 278.0201 through 278.0207 and Title 19.16.150 of the UDC, and shall be the basis of any application approvals granted to the Master Developer therefor.

(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 the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(d) Parent Tentative Map. Master Developer shall satisfy all Code requirements and the following conditions precedent before filing an application for consideration of a Parent Tentative Map:

- (i) Conditional approval of all Master Studies;
- (ii) Submittal of an exhibit acknowledging that all parcels within the Property, including those parcels "Not a Part" have, or will be provided legal access;
- (iii) Submittal of a Master Utility Plan; and
- (iv) The Parent Tentative Map shall show all additional right-of-way for turn lanes and bus turnouts required by the Master Traffic Study, and such additional rights-of-way shall be dedicated on the pertinent Development Phase Final Map or by separate document unless an update to the approved Master Traffic Study is submitted to and approved by the Department of Public Works that shows that specific additional rights-of-way are not required. The Parent Tentative Map shall also identify permanent easements required for pedestrian access, sewer and drainage easements, installation and maintenance of traffic control devices. The Parent Tentative Map shall

by an off-site improvement agreement made with the Master Developer prior to the recording of a final map for such Designated Builder Parcel pursuant to the provisions of the UDC. Master Developer shall post a new bond or a supplemental bond to fill the shortfall in the event the conceptual bond was lower than the ultimate design bond upon final plan approval. If a new bond is posted the conceptual bond posted will be released. Phasing and completion of such Off-Site Improvements is governed by the provisions of Section 3.04(c).

(i) The Parties agree to follow City policies for any mapping action.

(f) Tentative Subdivision Map. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for consideration of a tentative subdivision map. The Master Developer shall furnish a letter clearly delineating what Development Standard is to be applied to the tentative map, in addition to requirements of Section 3.07(a)(iii) at the time of submittal.

(g) Site Development Plan Review. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a site development plan review. The application submittal and review shall be processed in accordance with procedures applicable to a Site Development Plan Review application, as set forth in the Las Vegas Municipal Code 19.16.100.

(h) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit except for the Permitted Land Uses stated in the Development Standards. The Parties further agree that:

(i) Except as otherwise provided in this Agreement and the Development Standards, special use permit applications shall be processed in accordance with the UDC.

(ii) City shall not accept any special use permit application without written verification that the Master Developer approves of the application in the same form and substance as required in Section 3.07(a)(iii).

3.08. Dedicated Staff and the Processing of Applications.

3.11. “Saw-tooth Street” Mitigation Required. Where “Not a Part” parcels exist within or adjacent to the Property, that are or will be developed outside of the Community framework, but are bound on two (or more) sides by development within the Community, and result in a “saw-tooth street improvement” (as generally and customarily defined in the Las Vegas Valley) or a non-continuous roadway, Master Developer shall construct such improvements necessary to tie the roadways and any applicable sidewalks or trails together or eliminate the saw-tooth, whichever is necessary. If such construction is restricted due to a lack of available rights-of-way, City agrees to either obtain the necessary rights-of-way at no cost to the Master Developer or relieve the Master Developer of the requirement to construct such facilities.

3.12. Community Identity Monuments. Prior to the construction of any Community identity monuments on the Property, Master Developer shall submit for approval a Master Sign Plan, which includes the design and placement of the Community identity monuments (“Master Sign Plan”).

(a) Administrative Review Permitted. An application for a Master Sign Plan for Community identity monuments may be filed by the Master Developer as provided herein.

(b) Submittal, Review and Appeal.

(i) An application for a Master Sign for Community identity monuments may be made to the Director of the Department of Community Development for their consideration. The Director of the Department of Community Development 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 Community Development may, in their discretion, approve a Master Sign Plan for Community identification monuments or impose any reasonable condition upon such approval. The Director of the Department of Community Development 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 this Section. Applications for which no written decision is issued within thirty (30) days shall be deemed approved.

roadway lighting study shall be performed for Village Streets and intersections identified in the Development Standards. The Master Developer and/or the Master HOA shall provide at no cost to the City pursuant to this Agreement: fifteen (15) each of the non-standard streetlight poles, luminaries mast arms and luminaries and associated appurtenances used as an initial minimum inventory prior to acceptance of any public streets for maintenance. The streetlights for the Community must be LED technology for energy efficiency.

At the Master Developer's option, and with written approval from the City, hanging brackets may be installed on the standard streetlight poles that would support the placement of banners. Banners may only be used for community identification, special events, or seasonal identification. If installed, repairs to the poles or brackets as a result of bracket installation, or damage from banners, etc. will be performed by the Master HOA. Master HOA shall perform all repairs related to bracket and banner installation and operation within ten (10) working days of written notice from the City. Prior to installation of banners, the banner mounting hardware must be approved by the City's Traffic Engineering Maintenance Section, in addition to certification and approval from the pole manufacturer as to the type of brackets, materials, mounting methods, size of banner and wind loading is required to maintain structural integrity of the poles and maintain any and all pole warranties and certifications. A certification letter stamped and signed by a registered Professional Engineer must be submitted to the Traffic Engineering Maintenance Section prior to approval for the banners.

3.15. Crushing/Batch Plant. In connection with Master Developer's proposed development of the Property, multiple temporary Batch Plant and Crushing Operations may be necessary to process on-site materials. The City agrees to grant Master Developer an umbrella permit for any such temporary Batch Plant and Crushing Operations established or maintained within the boundaries of the Property, provided that such operations maintain a one thousand (1,000) foot separation from the nearest occupied residence and further provided that the maximum hours of operation are from 7:00 A.M. to dusk, Monday through Friday. Said umbrella permit may be reviewed and renewed by the City every six (6) months subject to Master Developer's compliance with

(e) Telecommunication Facilities shall not obstruct public safety communications and the usual and customary transmission of other communication services enjoyed by adjacent property owners; and

(f) Telecommunication Facilities are Permitted Land Uses as stated in the Development Standards. Telecommunication Facilities within the Community shall not exceed eighty (80) feet in height and are not required to comply to distance separation requirements set forth in the UDC.

3.17. Right-Of-Way Agreements For Fiber Optics. City shall permit the installation of optical fiber conduit and optical fiber, together with all necessary appurtenances in all City rights-of-way within the Property upon the proper execution of Right-Of-Way Agreement between the Master Developer, or its designee, and the City. Such Right-Of-Way Agreement shall include, at a minimum, the following provisions: a phasing plan for such improvements; any such improvements to be constructed within the City right-of-way shall be indicated and approved on civil improvement plans; any such improvements shall not exceed one hundred twenty (120) feet in length within the public right-of-way, unless otherwise approved by the Director of Public Works.

3.18. Blasting. Master Developer agrees to comply with all Code and City written policies as related to blasting.

3.19. Property Dedications to City. Except as provided in Section 8.01, 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 Property at the time it was delivered to the Master Developer from the United States of America.).

3.20. 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 any portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

Communications, Google, and Gigapower. Master Developer shall have the option to utilize such utility companies for the Project or alternatives selected by Master Developer.

3.23. Development Community Edge Conditions. The Community is to create a gateway to surrounding public lands. The Community shall provide a gradual transition from developed lands to the sensitive resources of the conservation area through the use of a seamless network of trails and open space not less than twenty feet (20') in width. The Development Standards will reinforce the following: (i) The story of the surrounding landscape is told through trail design, edge condition trails shall incorporate such creativity; (ii) Specific native, and other approved adaptive plants, focused on varieties that do not easily reproduce, should be adopted for use within development along the interface; and (iii) The trail cross corridors are to be wide in order to provide adequate space for native plants, trees, shade structures and other amenities, and to provide greater separation from development.

#### **SECTION FOUR INTERGOVERNMENTAL AGREEMENT**

4.01. City and the Paiute Tribe entered into that certain Intergovernmental Agreement attached as **Exhibit O** ("Intergovernmental Agreement"), whereby the City and the Paiute Tribe agreed to certain terms and conditions to facilitate their mutual interests in protecting and developing the Paiute Tribe lands and adjacent lands, including the Property, in the best interest of the Paiute Tribe and the residents of Southern Nevada. The Parties agree to conform to the Intergovernmental Agreement as amended from time to time. Any changes to the Intergovernmental Agreement that imposes a duty, obligation, or liability to the Master Developer or constrains Master Developer's ability to develop the Property must be approved by the Master Developer in writing.

#### **SECTION FIVE PUBLIC FACILITIES**

5.01. CCSD. Master Developer shall cause the dedication, at no cost to the CCSD, of up to 9.67 net acres total (after public street right-of-way are deducted) for an elementary school site as shown on the Master Land Use Plan (Parcel 4.05). Master

6.02. National Monument. The Parties agree the National Monument adjacent to the Property is a unique and historical resource that should be both protected and managed through clear edge condition development standards addressed in the Parks Agreement or Development Standards. At the same time, the National Monument is a resource that provides great opportunity for education, recreation, and creation of a truly unique community. Adequate buffer depths will facilitate a sensible and responsible transition between uses and provide space for trails, publicly accessible pocket parks and interactive educational opportunities. Buffers adjacent to the National Monument and the Paiute Tribe land are to incorporate publicly accessible pocket parks that are activated by various amenities, which may include by way of example and not limitation, educational/interpretive experiences, dog parks, bicycle/fitness stations, and rest areas (with potential commercial amenities). The Parks Agreement or Development Standards incorporate such sensitivities and address issues including by way of example and not limitation, grade change, invasive plant species, and perimeter wall conditions.

6.03. Recreation Facility. Master Developer shall construct a recreation facility of an appropriate size, as determined by Master Developer, for the Community to be owned, operated, and maintained by the HOA.

## **SECTION SEVEN**

### **MAINTENANCE OF THE COMMUNITY**

7.01. Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer has organized a Master HOA to manage and maintain, in perpetuity, sidewalks, common landscape areas, any landscaping within the street right-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 Study, but excluding City dedicated public utilities and public streets curbs, gutters, and streetlights upon or adjacent to City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update. The Parties acknowledge the Master HOA will be formed prior to any property conveyance.

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

(ii) That the rights of the City can only be materially amended by the Master HOA board with the written consent of City;

(iii) That the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the obligation to maintain the Maintained Facilities; and

(iv) That in the event the Master HOA fails to maintain the Maintenance Facilities in accordance with the provisions of the Declaration, City may exercise its right 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. City shall have the right to review the Declaration for the sole purpose of determining its compliance with the provisions of this Section 7.

7.02. Release of Master Developer. Following Master Developer's creation of the HOAs to maintain the Maintained Facilities within its ownership or control, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the perpetual, ongoing 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.

7.03. City Maintenance Obligation Acknowledged. City acknowledges and agrees that all permanent flood control facilities as identified on the Regional Flood Control District ("RFCD") Master Plan Update subject to Title 20.10 and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs,

applications submitted by Master Developer. In the event any required rights-of-way, easements or other interests cannot be obtained, City may allow a modification of the appropriate approved Master Study to permit development of the Community without such right-of-way, easements or other interest. Master Developer acknowledges and accepts: (a) that prior to BLM grant acceptance by the City for any right-of-way, easement or other interest on behalf of the Master Developer, that the Master Developer shall submit for approval all relevant construction drawings of any Off-Site Improvements required by this Agreement and any of the Master Studies for the property that is the subject of the BLM grant, and the construction of such improvements shall be secured by an Off-Site improvement Agreement pursuant to the provisions of the UDC; (b) that there can be placed upon BLM grants by the BLM certain stipulations for which the Master Developer shall be fiscally responsible; (c) that the Master Developer shall indemnify the City, and pay, within a reasonable time, any costs associated with the stipulations, or penalties or fines associated with the violation of such stipulations; and (d) that these requirements for indemnification and payment of costs are included within the necessary Off-Site Improvement Agreements for such improvements.

## **SECTION NINE**

### **WATER**

9.01. Community Water Supply. The City agrees the water commitment is vital for the development of the Community including the Military Community Property and the Economic Development Property. The Parties acknowledge that City currently has no role in the allocation of water to customers of the LVVWD. If, however, City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate water in order that the development of the Project will continue. City and Master Developer will cooperate with the LVVWD in granting over their respective properties reasonable easements or rights-of-way either On-Property or Off-Property necessary for the installation of water facilities to serve the development. Master Developer agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

## **SECTION TEN**

identified in the Master Traffic Study when traffic signal warrants are sufficiently met in the opinion of the City Traffic Engineer.

(c) Updates. If required by the Director of Public Works, Master Developer or a Designated Builder shall submit and receive conditional approval of an update of the Master Traffic Study or a Designated Builder site specific traffic impact analysis prior to the approval of the following land use applications: Tentative Maps (residential and commercial); Site Development Plan Review (multi-family or commercial); Parcel Map; or Special Use Permit, but only if applications for proposed land use, density, or entrances substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study. Additional public right-of-way may be required to accommodate such changes.

(d) Construction Phasing. Master Developer shall submit a phasing plan and estimated sequence for all required On-Property and Off-Property street improvements. City and Master Developer agree the phasing plan is fluid and is dictated by development. Accordingly, the phasing plan may be modified based upon the proposed development in the Community, as outlined in Section 3.04.

(e) Engineered Details. Development Standards shall include engineered details for each public street type, private street type, alley type, sidewalk type, path type or other roadways or pedestrian travel paths that differ from the City's Standard Drawings for the City's review and approval.

(f) Timing of Development Parcel Specific Improvements. Civil improvement plans for construction upon a Designated Builder Parcel may be submitted to Public Works after all of the following have occurred:

(i) conditional approval or concurrent with second submittal of a Technical Drainage Study for the Designated Builder Parcel;

(ii) if required by the Director of Public Works, approval or concurrent with second submittal of a traffic study for a Designated Builder Parcel;

(iii) approval of a Tentative Map or Site Development Plan Review for the Designated Builder Parcel; and

processes application will be at the sole discretion of the Director of the Department of Public Works, which shall not be unreasonably withheld, conditioned, or delayed.

(b) Other Governmental Approvals. The CCRFCD, the Nevada Department of Transportation and any other local, state or federal agencies, as required, shall approve the Master Drainage Study prior to approval from City. If Clark County facilities are affected, Clark County Department of Public Works shall keep a copy of the Master Drainage Study and shall have the opportunity to comment.

(c) Updates. The Director of Public Works may require an update to the Master Drainage Study as a condition of approval of the following land use applications: Tentative Maps (residential and commercial); Site Development Plan Review (multi-family or commercial); or Parcel Map, if those applications are not in substantial conformance with the Master Land Use Plan or Master Drainage Study. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(d) Construction Phasing. The phasing plan and schedule shown in **Exhibit G** identifies drainage facilities (interim or permanent) necessary prior to permitting any Designated Builder Parcel for construction. Permits for development within Designated Builder Parcels shall not be issued if the associated master plan facilities shown in **Exhibit G** are not under construction. Permits for development within Designated Builder Parcels may be issued if the associated master plan facilities are under construction, however final inspections or certificates of occupancy shall not be issued until the City considers the associated master plan facilities shown in **Exhibit G** to be substantially complete.

(e) Temporary or Interim Drainage Facilities. The Master Developer shall be responsible for the maintenance of temporary or interim drainage facilities along with necessary performance and maintenance bonds. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by

(a) data showing the total number of dwelling units built and approved on the date of the report;

(b) specified densities within each subdivision and within the Community as a whole;

(c) data showing the amount of acreage of parks and open space within each subdivision and the Community as a whole that has been completed;

(d) data showing the total number of trees that have been planted with the Community (Master HOA);

(e) the status of development within the Community and the anticipated phases of development for the next calendar year; and

(f) data showing the total number of Attainable Housing Units built, rented, sold, and/or approved on the date of the report according to Section 3.03(f).

In the event Master Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Master Developer shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party may be continued to afford reasonable time for response.

14.02. Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. Master Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement. The Director of Community Development may, in their discretion, provide copies of the report to members of City's Planning Commission for their information and use.

14.03. Action by the City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

## SECTION FIFTEEN

(b) Amendment or Termination by City. The Parties agree that the intent of this Agreement is to mutually cooperate in good faith for the acquisition and development of the Property in accordance with this Agreement and to diligently work through noncompliance matters and alternate resolutions to noncompliance matters. Following consideration of the evidence presented before the City Council and a finding that a material default has occurred by Master Developer and remains uncorrected to the reasonable satisfaction of the City, City may amend or terminate this Agreement. 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 material default existed and whether City was entitled to terminate this Agreement.

(c) City Non-issuance of Building Permits. After proper notice by the City and the expiration of the above-referenced period for correcting the alleged noncompliance by Master Developer of a material term of this Agreement the City may refuse to issue any building permits for any development upon or related to the Community until such time as the identified material breach is corrected to the reasonable satisfaction of the City.

(d) 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 Section 15.03.

15.02. Unavoidable Delay: Extension of Time. Neither party hereunder shall be deemed to be in default, and its performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, pandemic, flood, earthquakes, fires, casualties, acts of God, or other events beyond the reasonable control of such Party. 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

reversion, including the transfer of interest of the same to successive owner (i.e., an Alcohol Related Uses and/or Gaming Establishment, Restricted, and Permitted Land Uses in operation based on this Agreement without regard to distance requirements (or other variations from UDC), shall be permitted to continue to operate without regard to such distance requirements (or other variations from UDC) after the expiration or earlier termination of the Term of this Agreement, and such entitlement shall continue upon a transfer of interest in such Alcohol Related Uses, Gaming Establishment, Restricted, and Permitted Land Uses), it being agreed by the City that these grandfathered entitlements are essential to the continued success and vibrancy of the Community.

16.02. 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) Assignments, Generally. 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 16.02(b)), prior to consummating any Transfer, Master Developer shall obtain from the City Council written consent to the Transfer as provided for in this Section 16, 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 Project, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Project. 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, or as soon thereafter as reasonably

and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Project. 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 in the same manner provided for Master Developer in Section 16.02(a) of this Agreement. 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.

(d) No Transfer Restriction. Nothing herein is intended to restrict the ability of an Owner within the Property from selling all or a portion of its property, however, development of the Property and Master Developer rights and obligations shall remain subject to this Agreement, specifically including the discretion granted the City by Sections 16.02(a) and (b) to consider and approve or deny the assignment of this Agreement to any such buyer.

16.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Section 16, 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.

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.

16.09. 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.

16.10. Counterparts; Electronic Delivery. 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 (including without limitation DocuSign® and similar services) 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 for any document that must be recorded.

16.11. Notices. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid (return receipt requested) and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240 (provided such notice is followed by a method set forth in (a), (b) or (c) above)c. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City:

City of Las Vegas  
495 South Main Street  
Las Vegas, Nevada 89101

revocation or termination shall be recorded in the Official Records of Clark County, Nevada.

16.15. 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.

16.16. 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.

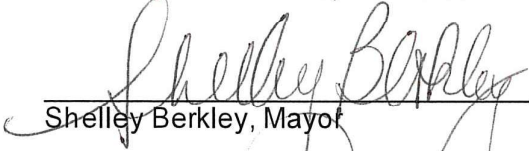
16.17. Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion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

16.18. No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. Except as otherwise stated herein, 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 or residing in 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.

IN WITNESS WHEREOF, this Development Agreement for Monument Hills Master Planned Community has been executed as of the date first above written, by the Parties' duly authorized representatives.

**CITY:**  
CITY OF LAS VEGAS, NEVADA

ATTEST:

  
Shelley Berkley, Mayor

  
Dr. LuAnn Holmes, MMC, City Clerk

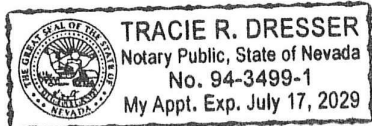
Approved as to Form:

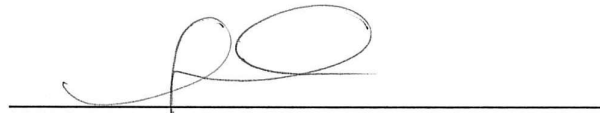
 10/15/25  
John S. Ridilla, Assistant City Attorney



STATE OF NEVADA        )  
  ) ss.  
COUNTY OF CLARK     )

On the 29<sup>th</sup> day of January, <sup>2024</sup>2025, before me, the undersigned, personally appeared Shelley Berkley as the Mayor of the city of Las Vegas personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her authorized capacity, and that by her signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.



  
NOTARY PUBLIC  
My commission expires on: July 17, 2029

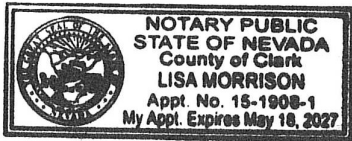
**MASTER DEVELOPER:**

Monument Hills Partners, LLC,  
a Nevada limited liability company

By: [Signature]  
Name: Guy Inzalaco  
Its:

STATE OF NEVADA     )  
  ) ss.  
COUNTY OF CLARK    )

The foregoing Development Agreement for Monument Hills Master Planned Community was acknowledged on this 15 day of October, 2025, by Guy Inzalaco of Monument Hills Partners, LLC, a Nevada limited liability company.



[Signature]  
NOTARY PUBLIC  
My commission expires on: May 18, 2027

[END OF SIGNATURE PAGES]

## LIST OF EXHIBITS

- EXHIBIT A Legal Description
- EXHIBIT B Upper Las Vegas Wash Vision Plan
- EXHIBIT C Resolution Reaffirming the Incorporation of a Military Housing Development into the Upper Las Vegas Wash Master Planned Community and Its Associated Development Agreement
- EXHIBIT D Purchase Agreement
- EXHIBIT E Development Standards and Design Guidelines
- EXHIBIT F Development/Phasing Plan
- EXHIBIT G Master Drainage Study
- EXHIBIT H Master Land Use Plan
- EXHIBIT I Master Sanitary Sewer Study
- EXHIBIT J Master Traffic Study
- EXHIBIT K Unified Development Code
- EXHIBIT L Parks Agreement
- EXHIBIT M Impact Statement
- EXHIBIT N Telecommunications Facilities Map
- EXHIBIT O Intergovernmental Agreement
- EXHIBIT P Developer Special Improvement Guidelines

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**BILL NO. 2026-1**

**ORDINANCE NO. 6938**

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT FOR MONUMENT HILLS MASTER PLANNED COMMUNITY," INCLUDING THE INCORPORATED "MONUMENT HILLS DEVELOPMENT STANDARDS AND DESIGN GUIDELINES," "MONUMENT HILLS PARKS AGREEMENT" AND OTHER INCORPORATED ELEMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Nancy E. Brune

Summary: Adopts that certain document entitled "Development Agreement for Monument Hills Master Planned Community," including the incorporated "Monument Hills Development Standards and Design Guidelines," "Monument Hills Parks Agreement" and other incorporated elements, regarding approximately 940 acres on the north side of Moccasin Drive, approximately 1,600 feet east of US Highway 95.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS

FOLLOWS:

SECTION 1: That certain document entitled "Development Agreement for Monument Hills Master Planned Community," including the incorporated "Monument Hills Development Standards and Design Guidelines," "Monument Hills Park Agreement" and other incorporated elements, which was approved by the City Council on November 19, 2025, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: Following adoption of this Ordinance, the document adopted by Section 1 shall be attached to this Ordinance and recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,

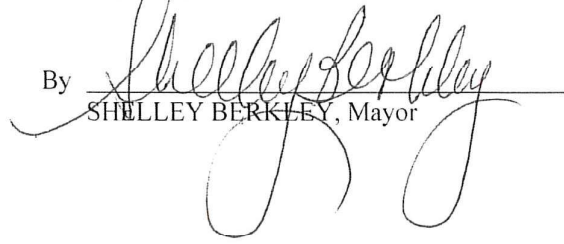
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sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this 21<sup>st</sup> day of January, 2026.

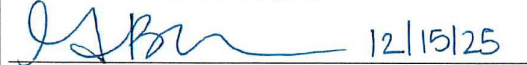
APPROVED:

By   
SHELLEY BERKLEY, Mayor

ATTEST:

  
DR. LUANN D. HOLMES, MMC  
City Clerk

APPROVED AS TO FORM:

 12/15/25  
Gillian Block Segerblom, Date  
Deputy City Attorney

1 The above and foregoing ordinance was first proposed and read by title to the City  
2 Council on the 7<sup>th</sup> day of January, 2026, and referred to a committee for recommendation;  
3 hereafter the committee reported favorably on said ordinance on the 21<sup>st</sup> day of January  
4 2026, which as a regular meeting of said Council; that at said regular meeting, the  
5 proposed ordinance was read by title to the City Council and adopted by the following  
6 vote:

7 VOTING "AYE": Mayor Berkley, and Councilmembers, Knudsen,  
8 Diaz, Allen-Palenske, Brune, Summers-Armstrong and  
Kelley

9 VOTING "NAY": None

10 EXCUSED: None

11 ABSTAINED: None

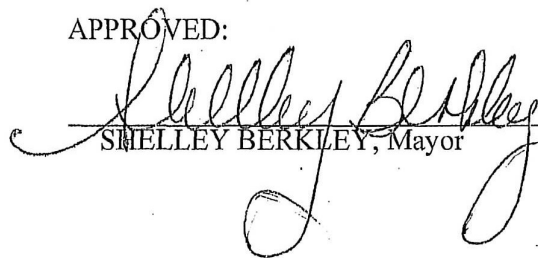
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APPROVED:


  
SHELLEY BERKLEY, Mayor

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18 ATTEST:

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DR. LUANN D. HOLMES, MMC City Clerk

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AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)  
COUNTY OF CLARK) SS:

LV CITY CLERK  
ATTN: ARLENE  
495 S MAIN ST  
LAS VEGAS NV 89101

Account #  
Order ID

104115  
347559

Leslie McCormick, being 1st duty sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal/Las Vegas Sun, daily newspaper regularly issued, published and circulated in the Clark County, Las Vegas, Nevada and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal/Las Vegas Sun, in 1 edition(s) of said newspaper issued from 01/08/2026 to 01/08/2026, on the following day(s):

01/08/2026

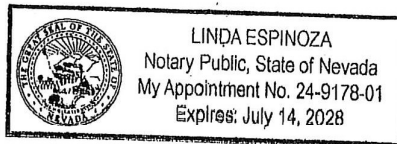
*Leslie McCormick*

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this January 8, 2026

Notary

*Linda Espinoza*



**BILL NO. 2026-1**

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT FOR MONUMENT HILLS MASTER PLANNED COMMUNITY," INCLUDING THE INCORPORATED "MONUMENT HILLS DEVELOPMENT STANDARDS AND DESIGN GUIDELINES," "MONUMENT HILLS PARKS AGREEMENT" AND OTHER INCORPORATED ELEMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Nancy E. Brune. Summary: Adopts that certain document entitled "Development Agreement for Monument Hills Master Planned Community," including the incorporated "Monument Hills Development Standards and Design Guidelines," "Monument Hills Parks Agreement" and other incorporated elements, regarding approximately 940 acres on the north side of Moccasin Drive, approximately 1,600 feet east of US Highway 95.

At the City Council meeting of January 7, 2026

BILL NO. 2026-1 WAS READ BY TITLE AND REFERRED TO A RECOMMENDING COMMITTEE.

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 2ND FLOOR, 495 SOUTH MAIN STREET, LAS VEGAS, NEVADA

PUB: Jan. 8, 2026  
LV Review-Journal

