

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

Agreement No. 24-2080

THIS PURCHASE AND SALE AGREEMENT is made as of the Effective Date by and between the **CITY OF BOULDER CITY**, a municipality incorporated under the laws of the State of Nevada (the “**City**”), and **TOLL SOUTH LV LLC**, a Nevada limited liability company, or its permitted assignee (“**Purchaser**”) (the City and Purchaser are each a “**Party**” and are collectively the “**Parties**”).

RECITALS:

A. The City owns that approximately 44.98 acres of land (the “**Land**”) located at or near the southwest corner of Adams Boulevard and Bristlecone Drive in Boulder City, Nevada, known Clark County Assessor’s Parcel Numbers 186-08-401-013 and 186-17-601-002, and commonly referred to as “Tract 350”.

B. The City is authorized to sell the Land pursuant to NRS 268.008 and Section 140 of the Boulder City Charter for the maximum benefit of the City, and this land was approved for sale by the voters of Boulder City during the general election held in 2010.

C. Purchaser desires to purchase the Land for the purpose of developing the same as a 122 lot single family detached residential community as generally depicted in the site plan attached hereto as **Exhibit “A”** (the “**Intended Use**”).

D. The City has agreed to sell the Land and other Property to Purchaser on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 DEFINITIONS

The following terms used in this Agreement shall have the following meanings.

“**Agreement**” means this Purchase and Sale Agreement, as the same may be amended by the Parties.

“**Broker Agreement**” has the meaning given in **Section 16**.

“**Business Day**” means any day other than a Saturday, Sunday or other day upon which banks or title companies in the State of Nevada are authorized or required to be closed.

“**City**” has the meaning given in the preamble.

“**City Due Diligence Deliveries**” has the meaning given in **Section 5.02**.

“**City Monetary Lien**” has the meaning given in **Section 6.03**.

“**Closing**” means the First Takedown Closing, the Second Takedown Closing or the Third Takedown Closing, as applicable.

“**Closing Date**” means the First Takedown Closing Date, the Second Takedown Closing Date or the Third Takedown Closing Date, as applicable.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Deed**” has the meaning given in **Section 12.02(a)(i)**.

“**Deposit**” has the meaning given in **Section 3.02(a)**.

“**Effective Date**” means the date of the mutual execution and delivery of this Agreement as set forth on the signature page hereof.

“**Escrow Agent**” has the meaning given in **Section 3.02(a)**.

“**Final Approval**” has the meaning given in **Section 7.02**.

“**First Takedown Closing**” means the closing of the purchase by Purchaser from the City, and the sale by the City to Purchaser, of the First Takedown Property.

“**First Takedown Closing Date**” has the meaning given in **Section 12.01**.

“**First Takedown Final Map Condition**” has the meaning given in **Section 7.04**.

“**First Takedown Parcel**” has the meaning given in **Section 7.01**.

“**First Takedown Property**” means the First Takedown Parcel, together with that portion of the remainder of the Property allocable thereto.

“**First Takedown Purchase Price**” has the meaning given in **Section 3.02(b)**.

“**Gross Acreage**” has the meaning given in **Section 3.02(b)**.

“**Inspection Period**” has the meaning given in **Section 5.01**.

“**Intended Use**” has the meaning given in **Recital C**.

“**Land**” has the meaning given in **Recital A**. For the avoidance of doubt, as used herein, the “applicable portion of the Land” means the First Takedown Parcel, the Second Takedown Parcel or the Third Takedown Parcel, as applicable.

“**Notice to Proceed**” has the meaning given in **Section 5.04**.

“**Opening of Escrow**” has the meaning given in **Section 4**.

“**Party**” and “**Parties**” have the meanings given in the preamble.

“**Permitted Assignee**” has the meaning given in **Section 19**.

“**Permitted Title Exceptions**” has the meaning given in **Section 6.03**.

“**Property**” has the meaning given in **Section 2**. For the avoidance of doubt, as used herein, the “applicable portion of the Property” means the First Takedown Property, the Second Takedown Property or the Third Takedown Property, as applicable.

“**Purchaser**” has the meaning given in the preamble.

“**Purchase Price**” has the meaning given in **Section 3.01**. For the avoidance of doubt, as used herein, the “applicable portion of the Purchase Price” means the First Takedown Purchase Price, the Second Takedown Purchase Price or the Third Takedown Purchase Price, as applicable.

“**Recorded Subdivision Map**” has the meaning given in **Section 7.01**.

“**Second Takedown Closing**” means the closing of the purchase by Purchaser from the City, and the sale by the City to Purchaser, of the Second Takedown Property.

“**Second Takedown Closing Date**” has the meaning given in **Section 12.01**.

“**Second Takedown Final Map Condition**” has the meaning given in **Section 7.04**.

“**Second Takedown Parcel**” has the meaning given in **Section 7.01**.

“**Second Takedown Property**” means the Second Takedown Parcel, together with that portion of the remainder of the Property allocable thereto.

“**Second Takedown Purchase Price**” has the meaning given in **Section 3.02(b)**.

“**Subdivision Condition**” has the meaning given in **Section 7.01**.

“**Tentative Map**” has the meaning given in **Section 7.03**.

“**Tentative Map Condition**” has the meaning given in **Section 7.03**.

“Third Takedown Closing” means the closing of the purchase by Purchaser from the City, and the sale by the City to Purchaser, of the Third Takedown Property.

“Third Takedown Closing Date” has the meaning given in **Section 12.01**.

“Third Takedown Final Map Condition” has the meaning given in **Section 7.04**.

“Third Takedown Parcel” has the meaning given in **Section 7.01**.

“Third Takedown Property” means the Third Takedown Parcel, together with that portion of the remainder of the Property allocable thereto.

“Third Takedown Purchase Price” has the meaning given in **Section 3.02(b)**.

“Title Objection Notice” has the meaning given in **Section 6.02**.

“Title Policy” has the meaning given in **Section 6.03**.

“Title Report” has the meaning given in **Section 6.01**.

“Zoning Condition” has the meaning given in **Section 7.02**.

SECTION 2 PURCHASE AND SALE OF PROPERTY

Purchaser agrees to purchase from the City, and the City agrees to sell, assign, transfer and convey to Purchaser, on the terms and conditions set forth in this Agreement, the Land, together with all improvements located on the Land, if any, and all right, title and interest of the City in and to all tenements, hereditaments and appurtenances to the Land, including, without limitation, all right, title and interest of the City in and to all streets and other public ways adjacent to the Land to the extent the same relate to the Land, all water and development rights related to the Land, and all minerals, oil, gas and other hydrocarbon substances on or under the Land (collectively, the **“Property”**).

SECTION 3 PURCHASE PRICE

3.01 The total purchase price for the Property shall be Twenty-One Million One Hundred Six Thousand Dollars (\$21,106,000) (the **“Purchase Price”**) assuming the Property yields one hundred twenty-two (122) market rate, single family lots pursuant to the Tentative Map (each, a **“Lot”** and collectively, the **“Lots”**). The Purchase Price shall be decreased by an amount equal to One Hundred Seventy-Three Thousand Dollars (\$173,000) for each Lot less than one hundred twenty-two (122) which the Property yields pursuant to the Tentative Map, but in no case shall the Purchase Price be lower than Twenty Million Five Hundred Eighty-Seven Thousand Dollars (\$20,587,000). The term “Lot” does not include any lot the sale, ownership, or

use of which is restricted to purchasers or residents with incomes below the area median income or below other income thresholds designated by any applicable government authority.

3.02 The Purchase Price shall be paid as follows, subject to the prorations and other adjustments hereinafter described:

(a) Within five (5) Business Days after the Effective Date, Purchaser shall deliver a deposit of Three Hundred Thousand Dollars (\$300,000) in immediately available funds (together with any interest earned thereon, to the extent not previously applied at a prior Closing, the “**Deposit**”) to First American Title Insurance Company, 8311 West Sunset Road., Suite 100, Las Vegas, NV 89113, Attn: Anastasia Dion, email: adion@firstam.com (“**Escrow Agent**”). The Deposit shall be held in escrow by Escrow Agent during the pendency of this Agreement. At each Closing, a portion of the Deposit shall be delivered to the City and applied against the First Takedown Purchase Price, Second Takedown Price or Third Takedown Price, as applicable, in accordance with **Section 3.02(b)**. Except as otherwise provided herein, the Deposit shall become and be non-refundable after the end of the Inspection Period. If Purchaser fails to timely make the Deposit, then the City may terminate this Agreement by written notice to Purchaser given at any time thereafter before Purchaser makes the Deposit in which even neither party shall have any further rights or obligations hereunder.

(b) At the First Takedown Closing, Purchaser shall pay to the City in immediately available funds through Escrow Agent an amount equal to the product of the Purchase Price multiplied by a fraction, the numerator of which is the Gross Acreage of the First Takedown Parcel and the denominator of which is the Gross Acreage of the Land (the “**First Takedown Purchase Price**”) less the applicable portion of the Deposit based on multiplying the Deposit by the same percentage. At the Second Takedown Closing, Purchaser shall pay to the City in immediately available funds through Escrow Agent an amount equal to the product of the Purchase Price multiplied by a fraction, the numerator of which is the Gross Acreage of the Second Takedown Parcel and the denominator of which is the Gross Acreage of the Land (the “**Second Takedown Purchase Price**”) less the applicable portion of the Deposit based on multiplying the Deposit by the same percentage. At the Third Takedown Closing, Purchaser shall pay to the City in immediately available funds through Escrow Agent an amount equal to the product of the Purchase Price multiplied by a fraction, the numerator of which is the Gross Acreage of the Third Takedown Parcel and the denominator of which is the Gross Acreage of the Land (the “**Third Takedown Purchase Price**”) less the remainder of the Deposit. The Gross Acreage of the Land set forth in **Recital A** is based on the best information now available to the City. The final boundary lines and Gross Acreage of the Land and the First Takedown Parcel, the Second Takedown Parcel and the Third Takedown Parcel will be based upon the Recorded Subdivision Map. As used herein, “**Gross Acreage**” of a parcel means the total, gross area of such parcel, stated in acres, within the boundaries thereof.

SECTION 4 ESCROW

Within two (2) Business Days of the Effective Date, the City and Purchaser shall open an escrow with Escrow Agent by delivering a fully executed copy of this Agreement to Escrow

Agent (the “**Opening of Escrow**”). This Agreement shall constitute joint escrow instructions to Escrow Agent. In addition, the City and Purchaser agree to execute and be bound by such other reasonable and customary escrow instructions as may be necessary or reasonably required by Escrow Agent or the Parties in order to consummate the transactions contemplated herein, provided that such escrow instructions are consistent with the terms hereof. The applicable portion of the Property shall be conveyed at the applicable Closing through escrow. The City and Purchaser hereby designate Escrow Agent as the “Reporting Person” for this transaction pursuant to Section 6045(e) of the Code.

SECTION 5 INSPECTION PERIOD

5.01 For a period (the “**Inspection Period**”) commencing as of the Effective Date and ending at 5:00 P.M. Pacific Time on the date ninety (90) days thereafter, Purchaser (and persons authorized by Purchaser) shall, at Purchaser’s sole cost and expense, be entitled to inspect the Property, and to conduct such tests, surveys, analyses and studies of the Property, as Purchaser deems necessary, advisable or desirable. Without limiting the generality of the foregoing, Purchaser (and persons authorized by Purchaser) shall have the right and authority, upon two (2) Business Days’ prior written notice to the City to go upon the Property, from time to time on one or more occasions, for feasibility determinations including, without limitation, (i) determining the adequacy, cost and availability of utilities, access, zoning and other restrictions on the use of the Property, (ii) performing environmental, soils, subsoil, engineering and drainage studies, and (iii) determining the economic feasibility of future development of the Property as related to Purchaser’s intended use of the Property. Unless this Agreement terminates or is terminated by Purchaser under **Section 5.04**, Purchaser’s rights under this **Section 5.01** shall continue after the Inspection Period until the last Closing or any termination of this Agreement. Following the termination of this Agreement for any reason other than a City default, upon request from City, Purchaser shall promptly provide the City with copies of all final third-party tests, surveys, analyses and studies of the Property received by Purchaser with respect to the Property, provided that Purchaser shall not be required to deliver to the City any confidential, proprietary or privileged information of the Purchaser, including, without limitation, internal memoranda, attorney-client privileged materials, internal appraisals and economic evaluations of the Property, architectural drawings, building site plans, marketing or advertising materials and reports regarding the Property prepared by Purchaser or its affiliates solely for internal use or for the information of the investors in or lenders of Purchaser. Any such delivery by Purchaser shall be made without any representation or warranty as to the completeness, accuracy or usefulness of such materials or the City's ability to rely thereon.

5.02 Subject to **Section 14.01**, the City agrees to reasonably cooperate with Purchaser, at no cost to the City, in connection with Purchaser’s investigation and inspection of the Property. Within five (5) Business Days after the Effective Date, the City shall deliver to Purchaser copies of the most recent ALTA survey of the Property in the City’s possession, if any, and all third-party environmental, engineering, geotechnical and other studies and reports pertaining to the condition of the Property including, any approved off-site improvement plans, any as-built improvement plans for adjacent improvements including storm drain in Bristlecone (but excluding appraisals and other than any confidential or proprietary information or any

internal analysis prepared by the City) that are in the City's possession, if any (collectively, the "**City Due Diligence Deliveries**"); provided, however, that the City does not make any representation or warranty to Purchaser with respect to the accuracy or completeness of any of the City Due Diligence Deliveries.

5.03 Purchaser shall procure and maintain in full force, until the last Closing or any termination of this Agreement, a policy of commercial general liability insurance that (i) is issued by a carrier having an A. M. Best Company rating of "A-" or higher, (ii) has an aggregate policy limit of not less than Two Million Dollars (\$2,000,000) and individual occurrence limits of not less than One Million Dollars (\$1,000,000) per occurrence, (iii) includes contractual liability coverage covering Purchaser's indemnity obligations under **Section 5.05**, (iv) names the City as an additional insured, and (v) is a primary policy, and not contributing with or in excess of any coverage that the City may have. Purchaser shall provide the City with a certificate of such insurance, in a form reasonably satisfactory to the City, prior to any entry upon the Property for purposes of inspecting the same.

5.04 If Purchaser determines, in its sole and absolute discretion, that the Property is acceptable to Purchaser (subject to the terms and conditions contained in this Agreement), then Purchaser shall deliver to the City written notice of such fact before the end of the Inspection Period (a "**Notice to Proceed**"). If Purchaser fails to deliver a Notice to Proceed to the City before the end of the Inspection Period, or if Purchaser gives the City written notice before the end of the Inspection Period that Purchaser has determined, in its sole and absolute discretion for any or no reason, that the Property is not acceptable to Purchaser, then this Agreement shall thereupon terminate, the Parties shall instruct Escrow Agent to refund the Deposit to Purchaser, save and except One Hundred Dollars (\$100) which the Parties agree shall be paid to the City in consideration of the right of inspection and investigation granted herein, and both Parties shall be released from all further obligations under this Agreement, other than obligations which expressly survive the termination of this Agreement. If Purchaser delivers a Notice to Proceed to the City, then Purchaser's right to terminate this Agreement under this **Section 5.04** shall thereupon terminate and be of no further force or effect.

5.05 Purchaser shall indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City from and against any and all liens, claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney costs and fees) resulting from Purchaser's due diligence activities with respect to the Property. If this Agreement terminates or is terminated by Purchaser under **Section 5.04**, or if this Agreement otherwise terminates or is terminated for any reason, Purchaser shall repair any damage to the Property (or the remaining unpurchased portion thereof, as applicable) caused by Purchaser or any of its agents or consultants to substantially the same condition which existed before such damage. Notwithstanding the preceding, Purchaser shall not be liable for any liens, claims, losses, damages, liabilities, costs and expenses resulting from (i) Purchaser's discovery of any pre-existing condition (including, without limitation, the existence of any hazardous materials in, on, under or about the Property), or any exacerbation of a pre-existing condition in, on, under or about the Property, except to the extent that the exacerbation results from the negligence or willful misconduct of Purchaser or any of its agents or consultants, or (ii) the actions or

omissions of the City or its agents, employees or contractors. The provisions of this **Section 5.05** shall survive each Closing and/or any termination of this Agreement.

SECTION 6

TITLE

6.01 Within ten (10) Business Days after the Opening of Escrow, Escrow Agent shall deliver to Purchaser a preliminary title report on the Land (the “**Title Report**”) which includes legible copies (to the extent available) of all documents appearing as exceptions thereto. Purchaser may, at its option, obtain from a licensed land surveyor or registered civil engineer acceptable to Purchaser a survey of the Property (the “**Survey**”).

6.02 Purchaser shall have sixty (60) days after receipt of the Title Report to notify the City in writing of any exceptions set forth in the Title Report or on the Survey to which Purchaser disapproves (a “**Title Objection Notice**”). If Purchaser does not deliver a Title Objection Notice to the City within such 60-day period, then Purchaser shall be deemed to have approved title as set forth in the Title Report or the Survey and all exceptions therein (other than any City Monetary Lien) shall be Permitted Title Exceptions. If Purchaser timely delivers a Title Objection Notice to the City, then the City shall then have fifteen (15) days to notify Purchaser in writing of any disapproved exception set forth in such Title Objection Notice that the City agrees, in its sole and absolute discretion, to correct or remove from title prior to or at the applicable Closing. If the City does not respond to such Title Objection Notice within such 15-day period, then the City shall be deemed to have elected not to correct or remove from title any disapproved exception. With respect to any disapproved exception that the City does not expressly agree in writing to correct or remove from title, Purchaser shall be deemed to have approved the same as a Permitted Title Exception unless it terminates this Agreement under **Section 5.04**. If the Title Report is amended or supplemented or the Survey is updated to include a new title exception, then the approval process set forth in this **Section 6.02** shall apply to such exception except that (i) Purchaser shall have ten (10) days to deliver a Title Objection Notice to the City with respect to such exception, (ii) the City shall have ten (10) days to respond to such Title Objection Notice, and (iii) if Purchaser timely disapproves of such exception and the City elects, or is deemed to have elected, not to correct such exception or remove the same from title, then Purchaser may terminate this Agreement by written notice to the City given within ten (10) days thereafter, in which case the Parties shall instruct Escrow Agent to refund the Deposit to Purchaser, and both Parties shall be released from all further obligations under this Agreement, other than with respect to any portion of the Property that Purchaser has acquired and other than obligations which expressly survive the termination of this Agreement (with it being agreed that if Purchaser does not so terminate this Agreement, then Purchaser shall be deemed to have approved such new title exception as Permitted Title Exception), provided if such defect is a result of an uncured City default, **Section 13.02** shall apply.

6.03 The sale of each of the First Takedown Property, the Second Takedown Property and the Third Takedown Property by the City to Purchaser is subject to Purchaser being able to obtain an ALTA extended coverage owner’s policy of title insurance through Escrow Agent in the amount of the applicable portion of the Purchase Price insuring Purchaser that Purchaser has fee title to the applicable portion of the Land (including all

improvements affixed thereto which by law constitute real property) subject only to the applicable Permitted Title Exceptions (each a “**Title Policy**”). The City shall pay the portion of the premium for each Title Policy attributable to the ALTA standard coverage. Purchaser shall pay the portion of the premium for each Title Policy attributable to the ALTA extended coverage, all costs of any survey done on the Land or any portion thereof for the ALTA extended coverage and all costs of any endorsements to any Title Policy. As used herein, “**Permitted Title Exceptions**” means (i) all exceptions to title set forth in the Title Report with respect to the Land that the City does not agree in writing prior to the end of the Inspection Period to correct or remove from title prior to the applicable Closing, (ii) all exceptions to title approved in writing by Purchaser or deemed approved by Purchaser under **Section 6.02** with respect to the Land, and (iii) all exceptions to title created or caused by Purchaser with respect to the Land; provided, however, that in no event shall any City Monetary Lien be deemed a Permitted Title Exception regardless of whether Purchaser objects to the same. As used herein, “**City Monetary Lien**” means any deed of trust, mortgage or other financing lien securing any loan to or debt of the City, or any mechanics lien for any work performed for, or materials provided to, the City, judgments, and/or *lis pendens* against the Property. Notwithstanding any provision herein to the contrary, the City shall cause to be released prior to or at each Closing all City Monetary Liens encumbering the applicable portion of the Property or any portion thereof. In connection with each Closing, the City shall execute and deliver to Escrow Agent a customary and commercially reasonable owner’s affidavit and gap indemnity, and such documentary and other evidence of the authority of the person or persons who are executing the various documents on behalf of the City in connection with this Agreement, as Escrow Agent may reasonably require as a condition to issuing a Title Policy with respect to the applicable portion of the Property including, without limitation, for the elimination of any exception in the Title Policy for filed and unfiled mechanics’ liens against the Property or parties in possession.

SECTION 7

SUBDIVISION AND ENTITLEMENT OF LAND

7.01 Purchaser, at its sole cost and expense, shall use commercially reasonable and diligent efforts to pursue the Final Approval of the subdivision of the Land into three (3) separate and legally transferable parcels (one of which shall be designated as the “**First Takedown Parcel**”, one of which shall be designated as the “**Second Takedown Parcel**” and one of which shall be designated as the “**Third Takedown Parcel**”) pursuant to a parcel map or subdivision map reasonably acceptable to both Parties (the “**Subdivision Condition**”, and the map recorded to create such parcels, the “**Recorded Subdivision Map**”). The sizes and configurations of such three (3) parcels, and the designations of such parcels as the First Takedown Parcel, the Second Takedown Parcel and the Third Takedown Parcel, shall be subject to the written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed. In connection with the City’s consideration of the proposed sizes, configurations and designations of such Takedown parcels, Purchaser shall provide to the City, without limitation, a phasing plan delineating the three phases during the Inspection Period. Once the proposed phasing plan is approved by the City, any modification of the plan approved during the typical City approval process shall be deemed approval by the City to such modification. The City shall have fourteen (14) days to review any phasing plan delineation pursuant to this Section 7.01 and provide any comments or questions to Purchaser. If the City has not approved or provided comments on the

phasing plan to Purchaser within such fourteen (14) day period, the City shall be deemed to have approved the proposed sizes, configurations and designations shown on the phasing plan. Subject to **Section 14.01** and the approval rights of the City set forth above, the City, solely in its proprietary capacity as the fee simple owner of the Property hereunder, agrees to reasonably cooperate with Purchaser, at no cost to the City, in connection with Purchaser's efforts to satisfy the Subdivision Condition.

7.02 Purchaser, at its sole cost and expense, shall use commercially reasonable efforts to diligently pursue Final Approval of such changes in the zoning classification of the Land as are necessary to develop the Property for the Intended Use subject only to restrictions and limitations acceptable to Purchaser in its reasonable discretion (the "**Zoning Condition**"). Subject to **Section 14.01**, the City, solely in its proprietary capacity as the fee simple owner of the Property hereunder, agrees to reasonably cooperate with Purchaser, at no cost to the City, in connection with Purchaser's efforts to satisfy the Zoning Condition. As used herein, "**Final Approval**" means the approval of the City of Boulder City and each other applicable governmental authority that has jurisdiction over the development of the Property, after all applicable appeal, challenge or referendum periods for such approval have expired without the filing of an appeal, challenge or referendum, or if an appeal, challenge or referendum has been filed, after such appeal, challenge or referendum has been resolved on terms satisfactory to Purchaser in its reasonable discretion.

7.03 Purchaser, at its sole cost and expense, shall use commercially reasonable efforts to diligently pursue, Final Approval of a tentative subdivision map for the Property materially consistent with the Intended Use and otherwise in a form and subject only to conditions acceptable to Purchaser in its reasonable discretion (the "**Tentative Map Condition**", with such map being the "**Tentative Map**"). Subject to **Section 14.01**, the City, solely in its proprietary capacity as the fee simple owner of the Property hereunder, agrees to reasonable cooperate with Purchaser, at no cost to the City, in connection with Purchaser's efforts to satisfy the Tentative Map Condition.

7.04 Purchaser, at its sole cost and expense, shall use commercially reasonable efforts to diligently pursue, Final Approval of a final subdivision map for the First Takedown Parcel that is ready for digital signatures and that is consistent with the Intended Use and the Tentative Map and otherwise in a form and subject only to conditions acceptable to Purchaser in its reasonable discretion (the "**First Takedown Final Map Condition**"). When used in this Agreement, the term "ready for digital signatures" means that Purchaser has obtained Final Approval of the final subdivision map and civil improvement plans for applicable portion of the Property subject only to: (a) final digital signatures; and (b) the payment of fees and posting of bonds and other financial security required by any government authority with respect to the applicable subdivision map. If the First Takedown Closing occurs, then Purchaser, at its sole cost and expense, shall use commercially reasonable efforts to diligently pursue Final Approval of a final subdivision map for the Second Takedown Parcel that is ready for digital signatures and that is consistent with the Intended Use and the Tentative Map and otherwise in a form and subject only to conditions acceptable to Purchaser in its reasonable discretion (the "**Second Takedown Final Map Condition**"). If the Second Takedown Closing occurs, then Purchaser, at its sole cost and expense, shall use commercially reasonable efforts to diligently pursue Final Approval of a final

subdivision map for the Third Takedown Parcel that is ready for digital signatures and that is consistent with the Intended Use and the Tentative Map and otherwise in a form and subject only to conditions acceptable to Purchaser in its reasonable discretion (the “**Third Takedown Final Map Condition**”). Subject to **Section 14.01**, the City, solely in its proprietary capacity as the fee simple owner of the Property hereunder, agrees to reasonably cooperate with Purchaser, at no cost to the City, in connection with Purchaser’s efforts to satisfy the First Takedown Final Map Condition, the Second Takedown Final Map Condition and the Third Takedown Final Map Condition.

7.05 If the Subdivision Condition, the Zoning Condition, Tentative Map Condition, and the First Takedown Final Map Condition have not been satisfied by the date which is two (2) years after the expiration of the Inspection Period then either Party may terminate this Agreement by written notice to the other Party given at any time prior to the satisfaction of all of such conditions, in which case the Parties shall instruct Escrow Agent to refund the Deposit to Purchaser, and both Parties shall be released from all further obligations under this Agreement, other than obligations which expressly survive the termination of this Agreement. If the First Takedown Closing occurs and the Second Takedown Final Map Condition has not been satisfied by the date which is thirty-six (36) months after the First Takedown Closing Date, then either Party may terminate this Agreement by written notice to the other Party given at any time prior to the satisfaction of such condition, in which case the Parties shall instruct Escrow Agent to refund the Deposit to Purchaser, and both Parties shall be released from all further obligations under this Agreement, other than obligations which expressly survive the termination of this Agreement. If the Second Takedown Closing occurs and the Third Takedown Final Map Condition has not been satisfied by the date which is thirty-six (36) months after the Second Takedown Closing Date, then either Party may terminate this Agreement by written notice to the other Party given at any time prior to the satisfaction of such condition, in which case the Parties shall instruct Escrow Agent to refund the Deposit to Purchaser, and both Parties shall be released from all further obligations under this Agreement, other than obligations which expressly survive the termination of this Agreement. If Purchaser is not using commercially reasonable efforts to diligently pursue the satisfaction of the Subdivision Condition, Zoning Condition, the Tentative Map Condition, the First Takedown Final Map Condition, the Second Takedown Final Map Condition, the Third Takedown Final Map Condition, each as applicable, the City may retain the Deposit as liquidated damages as set forth in Section 13 (subject to the notice and cure rights set forth therein).

(a) For purposes of the provisions of this Agreement, Purchaser shall not be considered in breach of, or in default with respect to, its obligations hereunder because of any delay in the performance of such obligations arising from Force Majeure. If any building or other moratorium or litigation or appeals or other Force Majeure prevent Purchaser from obtaining or pursuing any of the approvals identified in **Section 7** or any other permits or approvals required for the construction and occupancy of a home on each Lot as contemplated by this Agreement or if is City is in default beyond applicable notice and cure periods under this Agreement, then the dates for submission or processing of approvals in this Agreement shall be automatically extended on a day-for-day basis for the delay caused by the foregoing events. “**Force Majeure**” means acts or events beyond the impacted party’s reasonable control, including by way of

example but without limitation, the following: (a) earthquakes, volcanoes, tornadoes, hurricanes, floods, drought, fires, lightning, heat wave, or other severe weather conditions or acts of God; (b) fire, explosion, power blackouts, transportation disruptions or delays, and other accidents or casualties; (c) war (whether or not declared), outbreak of hostilities, acts of terrorism, sabotage, expropriation, riots, demonstrations, rebellion, insurrection, vandalism, and other civil disturbances; (d) embargo, blockades, government requirement, national or local emergency declaration, civil or military authority, quarantines, judicial or governmental orders or final judgments entered by courts of competent jurisdiction, and other governmental action or inaction; (e) inability to secure or shortages or unavailability of materials, supplies, equipment and/or systems, fuel, products, transportation or facilities; (f) strikes, lockouts, slowdowns, boycotts, takeovers of facilities, labor shortages or other labor disturbances or troubles; (g) internet outages, cyber-attacks and other interruptions in communications infrastructure; (h) outbreak of disease or contamination, epidemics, pandemics or similar events; (i) litigation with third parties; (j) delays caused by governmental agencies, quasi-governmental agencies, or utilities which delays are beyond the ordinary course of business of such entities.

7.06 Without limiting **Section 14.01** or any other provision hereof, Purchaser acknowledges that in connection with its development of the any portion of the Property for the Intended Use, Purchaser shall be required to construct, at its sole cost and expense (i.e., for the avoidance of doubt, in addition to the Purchase Price) pursuant to a separate off-site improvement agreement (the “**Off-Site Agreement**”) with the City of Boulder City, certain improvements to Bristlecone Drive and Clubhouse Drive consisting of new street widening, curb and gutter and storm drain improvements from Adams Boulevard to Buchanan Boulevard, and the connection of the new storm drain to the Buchanan Channel. The work for the storm drain improvements on Bristlecone Drive and Clubhouse Drive will include, without limitation, the installation of drop inlets, 18”, 24” and 36” RCP storm drains, 19”x30”, 24”x38” and 29”x45” elliptical RCP storm drains, 48” and 60” diameter storm drain manholes, storm drain junction boxes, and a concrete outfall structure. The work will also include, without limitation, the lowering of a 12” water main, roadway widening, asphalt mill and overlay, concrete curb and gutter, access ramps, valve and manhole adjustments to grade, seal coating, striping, signage, and all associated work for a complete project. The off-site improvements described in this **Section 7.06** are the subject of improvement plans (the “**Off-Site Plans**”) which have been prepared and approved by the City and the City represents that it has provided Purchaser with a complete and accurate copy of those plans.

SECTION 8

REPRESENTATIONS AND WARRANTIES OF CITY

8.01 The City hereby represents and warrants to Purchaser as of the date of this Agreement and as of the date of each Closing as follows:

(a) The City is a municipality incorporated under the laws of the State of Nevada. The City has full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution of this Agreement by the City, the delivery of this Agreement by the City to Purchaser, and the performance by the City of its obligations under this Agreement, have been duly authorized; no consents of any third party are required. This

Agreement is a valid and binding obligation of the City, enforceable against the City in accordance with its terms, subject to bankruptcy, insolvency, moratorium and similar laws affecting the rights of creditors generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) The City is not a “foreign person”, as defined in Section 1445 of the Code.

(c) The City has not received any written notice and has no knowledge of any uncured violation relative to the Property of any applicable environmental, zoning, subdivision or land use laws, or any other applicable laws. . “Knowledge” for purposes of this section is defined as actual knowledge, without investigation, of the City Manager and City Attorney.

(d) The City has not received any written notice of any uncured violation of any covenant, condition or restriction that is a Permitted Title Exception.

(e) The City has not received any written notice of any pending or threatened litigation or condemnation proceeding with respect to or affecting the Property.

(f) The City is the fee simple owner of the Property. The City is not party to, and has no knowledge of, any lease, option, or first right of refusal or similar agreements to own or possess all or any portion of the Property, other than this Agreement

(g) The execution of this Agreement and the consummation of all transactions contemplated hereunder, (i) are within the powers of City, and (ii) will not conflict with, result in any breach of any of the provisions of, or constitute a default (or an event which upon the giving of any required notice or lapse of time would constitute a default) under the City's chartering documents, or the provisions of any agreement, court or administrative order, consent, decree or other instrument to which the City is a party.

(h) City has, or will have by Closing, complied with all state and local law requirements relating to the disposition of real property by a municipality, including, without limitation, all requirements pertaining to appraisals, public notice and public hearings.

(i) the City has not received notice of, and has no knowledge of, any actions, suits, or proceedings, which are pending or threatened before any court or governmental department, commission, board, bureau, agency or instrumentality that would materially and adversely affect the Property or the right to occupy or utilize it, including without limitation, annexation, condemnation, or other proceedings or litigation.

(j) City has no actual knowledge, except as disclosed to Purchaser in writing prior to the Effective Date, of the existence or prior existence on the Property, of any Hazardous Substance (defined below) which would, under any applicable federal, state or local laws, rules or regulations, require remedial action, or of the existence or prior existence of any above or below ground storage tank or tanks at the Property. As used in this Agreement, the term “**Hazardous Substance**” shall mean any substance, material or matter (including, but not limited to asbestos and petroleum, gasoline, crude oil or any products, byproducts or fractions thereof)

whose nature, quantity or manner of existence, use, management, control, handling, manufacture, creation, generation, storage, disposal, discharge, removal, treatment, containment, remediation or transportation is regulated under any federal, state, county, municipal and local laws, statutes, rules, regulations and ordinances in existence as of the Effective Date. Without limiting the generality of the foregoing and in order to avoid any ambiguities, the scope of substances included within those terms shall specifically include hazardous substances, hazardous waste, hazardous materials, toxic substances, contamination, pollution, flammables, explosives, radioactive and/or reactive materials, infectious substances, sharps, asbestos (whether friable or non-friable), perchloroethylene (and/or other chemicals used in the dry cleaning industry, PCB's, and all petroleum products and the fractions thereof.

(k) Excluding applicable law, to the City's actual knowledge there are no unrecorded commitments or agreements which would require Purchaser to pay any money or perform any obligation or which would otherwise affect the ownership or development of the Property by Purchaser following the applicable Closing.

8.02 If Purchaser learns that any representation or warranty of the City contained or referred to in this Agreement is or will become inaccurate, Purchaser shall promptly give detailed written notice thereof to the City. All representations and warranties of the City set forth in **Section 8.01** or elsewhere in this Agreement shall (i) be true in all material respects as of the Effective Date, (ii) be true in all material respects with respect to the City or the remaining unpurchased portion of the Property, as applicable, as of each Closing Date, and (iii) survive the applicable Closing for a period of one (1) year; provided, however, that if a representation or warranty of the City becomes untrue through no fault of the City, such event shall not constitute a default by the City hereunder, but Purchaser shall then have the rights set forth in **Section 10.02**.

8.03 Notwithstanding anything to the contrary, the maximum aggregate liability of the City for the City's breaches of representations and warranties set forth in **Section 8.01** in connection with any Closing, (i) shall be limited to the actual out-of-pocket damages suffered by Purchaser and shall not include special, consequential or punitive damages, and (ii) in any event shall not exceed five percent (5%) of the applicable portion of the Purchase Price in the aggregate. In addition, Purchaser acknowledges and agrees that the City shall have no liability for, and Purchaser shall not make any claim on account of, any breach of any representation or warranty set forth in this **Section 8.01** except to the extent the aggregate measure of such claims exceeds Twenty-Five Thousand Dollars (\$25,000). In addition, if a Closing occurs, with respect to any portion of the Property acquired by Purchaser at such Closing Purchaser hereby expressly waives, relinquishes and releases any right or remedy available to it, at law, in equity or under this Agreement, to make a claim against the City for damages that Purchaser may incur, or to rescind this Agreement and the transactions contemplated herein, as the result of any representation or warranty made by the City in connection with such Closing being untrue or incorrect if Purchaser had actual knowledge at the time of such Closing of any fact or circumstance which would cause such representation or warranty (i) to be untrue or incorrect at the time of such Closing, or (ii) to become untrue or incorrect with the giving of notice and/or the passage of time.

8.04 As a material inducement to the execution and performance of this Agreement by the City, subject to the express terms of this Agreement, Purchaser acknowledges for Purchaser and Purchaser's successors and assigns that Purchaser will be acquiring the Property based upon Purchaser's own investigation and inspection thereof. At each Closing, the Parties agree that the applicable portion of the Property shall be sold and that Purchaser shall accept title and possession of such portion of the Property on the applicable Closing Date in its then present condition, "**AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS**", and that, except as explicitly set forth in this Agreement, such sale shall be without representation or warranty of any kind, express or implied, oral or written, and the City hereby disclaims and renounces any such representation or warranty. Without limiting the generality of the foregoing, Purchaser acknowledges and agrees that nothing herein shall be deemed to obligate the City to perform (or establish any special improvement district for) any offsite or onsite roadway, storm water, sewer, utility or other improvements with respect to the Property or any portion thereof.

SECTION 9 REPRESENTATIONS AND WARRANTIES OF PURCHASER

9.01 Purchaser hereby represents and warrants to the City as of the date of this Agreement and as of the date of each Closing as follows:

(a) Purchaser is a limited liability company duly formed and validly existing under the laws of the State of Nevada. Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution of this Agreement by Purchaser, the delivery of this Agreement by Purchaser to the City, and the performance by Purchaser of its obligations under this Agreement, have been duly authorized. This Agreement is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to bankruptcy, insolvency, moratorium and similar laws affecting the rights of creditors generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Purchaser has not (i) made a general assignment for the benefit of creditors, (ii) filed any petition in bankruptcy, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(c) No owner of Purchaser at any level is listed on any list maintained under the authority of the USA Patriot Act, as amended. Notwithstanding the foregoing, Purchaser makes no representation or warranty about the owners of Purchaser's indirect parent entity, Toll Brothers, Inc. (NYSE: TOL).

9.02 All representations and warranties of Purchaser set forth in **Section 9.01** shall (i) be true in all material respects as of the Effective Date and as of each Closing Date, and (ii) survive the applicable Closing for a period of one (1) year. Notwithstanding anything in this

Agreement to the contrary, Purchaser shall not be liable to the City hereunder for any special, consequential or punitive damages.

SECTION 10

CONDITIONS PRECEDENT TO CLOSING

10.01 All of the obligations of Purchaser hereunder in connection with each Closing are subject to fulfillment prior to or at such Closing of each of the following conditions subject to no reservations, restrictions, conditions or limitations unsatisfactory to Purchaser:

(a) On the applicable Closing Date there shall be no litigation pending seeking to enjoin the performance of this Agreement.

(b) The representations and warranties of the City contained in this Agreement shall be true in all material respects with respect to the City or the remaining unpurchased portion of the Property, as applicable, as of the applicable Closing Date as though such representations and warranties were made at such time.

(c) The City shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at such Closing.

(d) Escrow Agent shall be unconditionally committed to issuing a Title Policy with respect to the applicable portion of the Property.

(e) The Subdivision Condition shall have been satisfied.

(f) The Zoning Condition shall have been satisfied.

(g) The Tentative Map Condition shall have been satisfied.

(h) With respect to the First Takedown Closing, the First Takedown Final Map Condition shall have been satisfied and the Off-Site Agreement shall be entered into between Purchaser and City in a form reasonably acceptable to Purchaser.

(i) With respect to the Second Takedown Closing, the Second Takedown Final Map Condition shall have been satisfied.

(j) With respect to the Third Takedown Closing, the Third Takedown Final Map Condition shall have been satisfied.

(k) There exists no moratorium, prohibition or any other measure, rule, regulation or restriction, which was not in force as of the date of this Agreement and whose effect would be to totally preclude construction, sale and occupancy of the number single family homes on the Property as contemplated by Purchaser.

(l) Purchaser having received the maximum amount of allotments for building permits from the City in accordance with Section 11-41-5 of the City Code for the construction of residences on the applicable portion of the Property.

10.02 All terms, covenants, conditions, representations and warranties contained herein that are for the benefit of Purchaser may be waived in writing by Purchaser in its sole and absolute discretion. If any Closing fails to occur due to a failure of a Purchaser condition precedent, then Escrow Agent shall refund to Purchaser the Deposit, and both Parties shall be released from all further obligations under this Agreement, subject to **Section 13.02**, and other than with respect to any portion of the Property that Purchaser has acquired and other than obligations which expressly survive the termination of this Agreement.

10.03 All of the obligations of the City hereunder in connection with each Closing are subject to fulfillment prior to or at such Closing of each of the following conditions subject to no reservations, restrictions, conditions or limitations unsatisfactory to the City:

(a) The representations and warranties of Purchaser contained in this Agreement shall be true in all material respects as of the applicable Closing Date as though such representations and warranties were made at such time.

(b) Purchaser shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at such Closing.

(c) The Subdivision Condition shall have been satisfied.

(d) The Zoning Condition shall have been satisfied.

(e) The Tentative Map Condition shall have been satisfied.

(f) With respect to the First Takedown Closing, the First Takedown Final Map Condition shall have been satisfied.

(g) With respect to the Second Takedown Closing, the Second Takedown Final Map Condition shall have been satisfied.

(h) With respect to the Third Takedown Closing, the Third Takedown Final Map Condition shall have been satisfied.

10.04 All terms, covenants, conditions, representations and warranties contained herein that are for the benefit of the City may be waived by the City in its sole and absolute discretion. If any Closing fails to occur due to a failure of a City condition precedent, then Escrow Agent shall refund the Deposit to Purchaser in the case of a failure of the Subdivision Condition, the Zoning Condition, the Tentative Map Condition, the First Takedown Final Map Condition, the Second Takedown Final Map Condition or the Third Takedown Final Map Condition to be satisfied and shall otherwise pay the Deposit to the City (subject to the notice and cure periods

set forth in Section 13), and both Parties shall be released from all further obligations under this Agreement other than with respect to any portion of the Property that Purchaser has acquired and other than obligations which expressly survive the termination of this Agreement.

SECTION 11 CONDEMNATION

If, prior to any Closing, condemnation proceedings are commenced with respect to any portion of the then remaining unpurchased portion of the Property, then Purchaser may terminate this Agreement by written notice to the City given within fifteen (15) days after Purchaser's receipt of notice of such condemnation proceedings, in which case Escrow Agent shall refund to Purchaser the Deposit, and the Parties shall be released from all further obligations under this Agreement, other than with respect to any portion of the Property that Purchaser has acquired and other than obligations which expressly survive the termination of this Agreement.

SECTION 12 CLOSING

12.01 Provided that all conditions to such Closing set forth herein have been satisfied or waived by the applicable Party, (i) the First Takedown Closing shall occur on the date fifteen (15) days after the date the Subdivision Condition, the Zoning Condition, the Tentative Map Condition and the First Takedown Final Map Condition have all been satisfied (the “**First Takedown Closing Date**”), (ii) the Second Takedown Closing shall occur on the later of the date twelve (12) months after the First Takedown Closing Date or fifteen (15) days after the date the Second Takedown Final Map Condition has been satisfied (the “**Second Takedown Closing Date**”), and (iii) the Third Takedown Closing shall occur on the later of the date twelve (12) months after the Second Takedown Closing Date or fifteen (15) days after the date the Third Takedown Final Map Condition has been satisfied (the “**Third Takedown Closing Date**”). Each Closing shall take place by mail through an escrow arrangement with the Escrow Agent. If Purchaser is not issued the maximum amount of allotments for building permits from the City in accordance with Sections 11-41-10 and 11-41-11 of the City Code for the construction of residences on the applicable portion of the Property, Purchaser shall have the right to postpone the applicable Closing Date for up to twelve (12) months to allow Purchaser to obtain a commitment of allocation of the maximum amount of building allotments, for the following fiscal year of Boulder City.

12.02 At each Closing:

(a) The City shall deliver or cause to be delivered to Purchaser the following through Escrow Agent:

(i) a grant, bargain and sale deed (a “**Deed**”) executed by the City, notarized, conveying the applicable portion of the Property to Purchaser, and substantially in the form set forth in attached **Exhibit “B”**; and

(ii) a duly executed “FIRPTA Affidavit” in accordance with Section 1445(b)(2) of the Code with respect to the City.

(iii) a General Assignment and Bill of Sale substantially in the form set forth in attached **Exhibit “C”** (the “**General Assignment**”).

(iv) a license of the Off-Site Plans substantially in the form set forth in attached **Exhibit “D”** which license shall also be executed by the engineer or consultant which prepared the Off-Site Plans (the “**Plan License**”).

(v) possession to the applicable portion of the Property is to be given by the City to Purchaser at the time of closing, free of all leases and other occupancy.

(b) Purchaser shall deliver or cause to be delivered to the City through Escrow Agent the monies to be paid to the City at such Closing pursuant to **Section 3.02(b)**.

12.03 At each Closing, the Parties shall deliver to Escrow Agent such other customary instruments and information as Escrow Agent may reasonably require in connection with such Closing including a closing and proration statement consistent with this Agreement.

12.04 In connection with each Closing and the transactions contemplate hereunder, (i) all premiums and costs related to the Title Policy shall be paid in accordance with **Section 6.03**, (ii) the Purchaser shall pay all transfer taxes, (iii) each Party shall pay fifty percent (50%) of all recording fees and escrow fees, and (iv) each Party shall pay its own attorney fees. This Section shall survive each Closing.

12.05 In connection with each Closing, real property taxes and assessments on the applicable portion of the Property shall all be prorated as of 12:01 AM PST on the date of the recording of the Deed on the basis of a 365-day year. All other customary purchase and sale closing costs will be paid by City or Purchaser in accordance with the customs with respect to closings of similar properties in Clark County, Nevada. This Section shall survive each Closing.

SECTION 13 REMEDIES

13.01 Subject to Section 13.03, should Purchaser fail to perform any of Purchaser’s obligations under this Agreement including if a Closing fails to occur for any reason that constitutes a default by Purchaser under this Agreement, then the City shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and to receive (and Escrow Agent shall deliver to the City) the unapplied portion of the Deposit as consideration to the City for acceptance of this Agreement and for holding the then remaining unpurchased portion of the Property off the market and as the City’s and Purchaser’s good faith estimate of the damages that may be sustained by the City as a result of Purchaser’s breach and as liquidated damages and not as a penalty. Nothing in this **Section 13.01** shall be deemed to limit any indemnification obligation or indemnification liability of Purchaser hereunder.

13.02 Subject to Section 13.03, if a Closing fails to occur for any reason that constitutes a default by the City, solely in its proprietary capacity as the fee simple owner of the Property, under this Agreement, then Purchaser shall be entitled, as its sole and exclusive remedy, to either (i) the remedy of specific performance of the City's obligations hereunder, or (ii) terminate this Agreement and receive the immediate return of any monies deposited by Purchaser with Escrow Agent or the City, including, without limitation, the Deposit, in which case the City shall also pay to Purchaser the amount of the actual, third party, out-of-pocket expenses incurred by Purchaser in connection with the transactions contemplated by this Agreement, up to a maximum aggregate amount of One Hundred Fifty Thousand Dollars (\$150,000). As a condition precedent to Purchaser exercising any right it may have to bring an action for specific performance hereunder, Purchaser must commence such an action within ninety (90) days after the City's failure to cure such default as set forth in Section 13.03 following written notice. Purchaser agrees that its failure to timely commence such an action for specific performance within such 90-day period shall be deemed a waiver by it of its right to commence an action for specific performance as well as a waiver by it of any right it may have to file or record a notice of *lis pendens* or notice of pendency of action or similar notice against the then remaining unpurchased portion of the Property. Nothing in this **Section 13.02** shall be deemed to limit any obligation of the City which survives Closing.

13.03 With the exception of monetary defaults and the failure to close on the applicable portion of the Property by the applicable Closing Date (which cure periods shall be limited to two (2) business days after receipt of written notice), each Party shall be entitled to written notice of any default hereunder by such Party and shall have ten (10) Business Days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein. The Parties agree to reasonably cooperate with each other, at no cost to the non-defaulting Party, in connection with any and all attempts by each other to cure any default hereunder within such cure period.

SECTION 14 CITY COOPERATION, CONSENTS AND RIGHTS

14.01 Until the last Closing or any termination of this Agreement, the City, at no cost to the City and solely in its proprietary capacity as the fee simple owner of the Property and the seller hereunder, shall provide Purchaser with the cooperation expressly set forth herein to facilitate the timely purchase and sale of the Property, and Purchaser's development of the Property following Closing. Notwithstanding the foregoing, the obligations set forth in this **Section 14.01** pertain to the City solely in its proprietary capacity as the fee simple owner of the Property and the seller hereunder, and nothing contained in this **Section 14.01** or elsewhere herein shall be deemed to limit, restrict, amend or modify, nor constitute a waiver or release of, any ordinances, notices, orders, rules, regulations or requirements (now or hereafter enacted or adopted and/or as amended from time to time) of the City of Boulder City, Nevada, in any capacity as a zoning, land-use, and/or building/planning authority. Without limiting the generality of the foregoing, the City shall have no liability to Purchaser if, despite the City's cooperation under this **Section 14.01**, Purchaser is unable to obtain any governmental permit, approval, consent, agreement, grant, tax credit, variance, or other entitlement or permission required or desired by Purchaser.

14.02 For the purposes of this Agreement, any approval or consent of the City shall be deemed to require the consent or approval of the City given in accordance with the requirements of the City ordinances and Nevada state law, except (i) with respect to approvals under Sections 7, which shall be granted, conditioned or denied by the City department or official having jurisdiction over the approval sought pursuant to and in accordance with the laws of the City (for example, an application for a building permit would be submitted to the City Community Development Department, Building Inspection and Safety Division Office), (ii) with respect to the extension or waiver of any deadline or performance by Purchaser hereof, which extensions or waivers may be granted by the City Manager, and (iii) as otherwise expressly stated herein. Further, the execution or approval of any document contemplated or required under this Agreement shall be executed or approved by the City Manager or such department director as may be designated by the City Manager. Through the approval of this Agreement, the City Council of Boulder City expressly delegates authority to the City staff as indicated in this Agreement.

SECTION 15

PURCHASER ACKNOWLEDGMENTS AND COVENANTS

15.01 Following Closing Purchaser agrees to comply with the following applicable laws, regulations and requirements relating to the applicable portion of the Property acquired: (i) the Boulder City Code of Ordinances, (ii) the statutes and regulations of the state of Nevada, (iii) the Federal Endangered Species Act of 1973, 16 U.S.C. 1531, and (iv) all other applicable laws, regulations and requirements pertaining to the development of any residential homes, including, without limitation, any and all building and safety codes, public works standards, and other regulations of the City of Boulder City. Without limiting the generality of the foregoing, Purchaser acknowledges and agrees it has read, is familiar with, is bound by and will comply with Chapter 41 (Controlled Growth Management Plan) of Title 11 (Zoning and Subdivisions) of the Boulder City Code of Ordinances, which limits the number of building permits for dwellings that can be issued by the City of Boulder City in any given year.

15.02 Following Closing, Purchaser shall indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City from and against any and all third party claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney costs and fees) resulting from Purchaser's development of the applicable portion of the Property, construction of any improvements to the applicable portion of the Property, or sale of all or any portion of the Property by Purchaser, including, without limitation, any residences constructed by Purchaser thereon.

15.03 Purchaser acknowledges that the City is a public agency as defined by Nevada state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person unless declared by law to be confidential. This Agreement, all supporting documents, and proposals submitted under the original request by the City of Boulder City for proposals are deemed to be public records.

15.04 Purchaser shall cause the deed for each residence within the Property sold by Purchaser to include a provision that clearly states that neither the City nor Purchaser (i) makes any guaranty that the Boulder Creek Golf Course or any successor thereof will be operated in perpetuity, or (ii) will have any liability if the Boulder Creek Golf Course or any successor thereof is modified in any manner or ceases to operate either temporarily or permanently.

15.05 The provisions of this **Section 15** shall survive each Closing and/or any termination of this Agreement.

SECTION 16 BROKERAGE FEES

Purchaser represents and warrants to the City that it has not entered into any agreement (a “**Broker Agreement**”) for the payment of any fees, compensation or expenses to any person, firm or corporation in connection with the transactions provided for herein. The City represents and warrants to Purchaser that it has not entered into any Broker Agreement in connection with the transactions provided for herein. The City and Purchaser shall each indemnify and hold harmless the other from and against any and all claims, damages, liabilities, liens, costs and expenses (including, without limitation, reasonable attorney costs and fees) resulting from any Broker Agreement or purported Broker Agreement by the indemnifying Party. The provisions of this **Section 16** shall survive each Closing and/or any termination of this Agreement.

SECTION 17 NOTICES

17.01 Any and all notices and demands by any Party to the other Party, required or desired to be given hereunder shall be in writing and shall be validly given or made only if (i) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, (ii) made by Federal Express or other similar nationally recognized overnight delivery service keeping records of deliveries and attempted deliveries, or (iii) sent by email. Service by mail or delivery service shall be conclusively deemed made on the first Business Day delivery is attempted or upon receipt, whichever is sooner. Service by email shall be deemed made upon delivery, if delivered during regular business hours, and otherwise the Business Day following delivery.

17.02 Any notice or demand to the City shall be addressed to the City at:

City of Boulder City
401 California Avenue
Boulder City, Nevada 89005
Attention: City Manager
Email: TTedder@bcnv.org

with a copy to:

City of Boulder City
401 California Avenue
Boulder City, Nevada 89005
Attention: City Attorney
Email: BWalker@bcnv.org

17.03 Any notice or demand to Purchaser shall be addressed to Purchaser at:

Toll South LV LLC
1140 North Town Center Drive, Suite 250
Las Vegas, Nevada 89144
Attention: Gary Mayo, Group President
Email: gmayo@tollbrothersinc.com

with a copy to:

c/o Toll Bros., Inc.
1140 Virginia Drive,
Ft. Washington, PA 19034
Attn: Kevin Golden, Esquire
Vice President and Counsel
Email: kgolden@tollbrothers.com
and legalnotices@tollbrothers.com

17.04 Any Party may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other Party, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other Party.

SECTION 18 CONSTRUCTION

18.01 The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. The exclusive venue for any action concerning this Agreement shall be a state or federal court of competent jurisdiction located in Clark County, Nevada. As a material part of the consideration for this Agreement, the City and Purchaser each waives all rights to trial by jury if litigation arises in connection with this Agreement.

18.02 Whenever in this Agreement any words of obligation or duty are used in connection with any Party, such words shall have the same force and effect as though framed in the form of covenants on the part of such Party.

18.03 The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in anyway affect this Agreement.

18.04 As used herein, personal pronouns shall be construed as though of the gender and number required by the context, and the singular shall include the plural and the plural shall include the singular as may be required by the context.

18.05 This Agreement shall not be construed either for or against any Party, but this Agreement shall be interpreted in accordance with the general tenor of its language.

18.06 Except where otherwise specifically provided, (i) any reference in this Agreement to a period of “days” means calendar days, not Business Days, and (ii) in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which a Closing must be held, expires on a Saturday, Sunday, federal holiday or legal bank or title company holiday in the State of Nevada, then such time period shall be automatically extended to the close of business on the next Business Day.

18.07 Time is of the essence of this Agreement and all of the terms, provisions, covenants and conditions hereof.

18.08 The provisions of this Agreement are for the sole benefit of the Parties and their successors and assigns, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

18.09 Neither the submission of this Agreement by either Party, nor the reliance by either Party on the terms hereof, shall constitute a contract or give either Party a right to rely on the terms hereof unless and until this Agreement has been executed by both Parties. This Agreement shall have no force or effect until it has been executed by both Parties.

18.10 Each and every provision and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written request of either Party this Agreement forthwith shall be physically amended to make such insertion or correction. Purchaser’s attention is directed to the fact that all applicable City, county, state, and Federal laws, and the rules and regulations of all authorities having jurisdiction over the Property, shall apply to this Agreement throughout its duration, and they will be deemed to be included in this Agreement the same as though herein written out in full.

18.11 EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF THE CITY AND PURCHASER HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

SECTION 19 BINDING EFFECT AND LIABILITY

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; provided, however, that Purchaser shall not assign this Agreement or its rights hereunder to any person or entity, other than a Permitted Assignee, without the prior written consent of the City, which consent the City may withhold in its sole and absolute discretion. As used herein, “**Permitted Assignee**” means (i) an entity which is controlled by, or under common control with, Purchaser, with “**control**” meaning the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise, and (ii) a person or entity providing off balance sheet financing in a land banking or similar arrangement to Purchaser. Unless the City otherwise agrees in writing, no assignment of this Agreement shall be deemed to constitute a novation or to in any way release the applicable assignor from further performance of its obligations under this Agreement, and such assignor shall continue to be liable for all obligations of the Purchaser hereunder with the same force and effect as if no such assignment had been made.

SECTION 20 PARTIAL INVALIDITY

If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby, provided that the invalidity, voidness or unenforceability of such term, provision, covenant or condition (after giving effect to the next sentence in this **Section 20**) does not materially impair the ability of the Parties to consummate the transactions contemplated hereby. In lieu of such invalid, void or unenforceable term, provision, covenant or condition, there shall be added to this Agreement a term, provision, covenant or condition that is valid, not void and enforceable and is as similar to such invalid, void or unenforceable term, provision, covenant or condition as may be possible.

SECTION 21 ENTIRE AGREEMENT

This Agreement, including the exhibits attached hereto, sets forth the entire understanding and agreement between the Parties, and supersedes all previous communications, negotiations, letters of intent, term sheets and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on any of the Parties unless reduced to writing and duly executed and delivered by the Parties.

SECTION 22 ATTORNEY FEES

In the event any action is commenced by a Party against the other Party in connection herewith, including any bankruptcy proceeding, the prevailing Party shall be entitled to its costs and expenses, including reasonable attorney costs and fees.

SECTION 23 WAIVERS

The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

SECTION 24 MEMORANDUM

Neither this Agreement, nor any memorandum of this Agreement, shall be recorded, provided, however, the foregoing shall not prevent Purchaser from exercising its remedies set forth in **Section 13.02** in connection with a City default including, without limitation, filing a *lis pendens*.

SECTION 25 SURVIVAL

In addition to those provisions hereof which explicitly state that they survive termination or any Closing, **Sections 17, 18 and 20** through **23** shall survive each Closing and/or any termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, if either Party exercises a right to terminate this Agreement such termination shall apply only with respect to the portion of the Property not previously purchased by Purchaser and the Agreement shall remain applicable to any portion of the Property previously purchased by Purchaser.

SECTION 26 COUNTERPARTS

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

SECTION 27 OPERATING COVENANTS

Between the date of execution of this Agreement and the date of the Closing: (a) the City shall not enter into or amend any lease, agreement of sale, option, or any other agreement or contract affecting the Property, nor shall the City grant or amend any easements or further encumber the Property, without the prior written consent of Purchaser, (b) the City shall not take any action or fail to take any action that would cause the Property to not comply with all covenants, conditions, restrictions, laws, statutes, rules, regulations and ordinances applicable to the Property, (c) City shall not, nor permit others to, dispose of any trash, debris, building materials or organic material (including without limitation trees and stumps) on the Property. In the event such disposal has occurred prior to the date hereof, City shall remove all such materials at City's expense prior to the Closing, (d) City shall notify Purchaser promptly if City becomes aware of any material change in any condition with respect to the Property, or of any event or circumstance which makes any representation of City to Purchaser under this Agreement untrue or misleading. Notwithstanding the foregoing, this section is not intended to in anyway limit or modify the "as-is" nature of the sale as set forth in Section 8.04. City shall promptly deliver to Purchaser any material notices City receives relating to the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Purchaser have executed this Purchase and Sale Agreement the day and year first above written.

CITY:

CITY OF BOULDER CITY,
a Nevada municipal corporation

By: _____

Name: _____

Title: City Manager

Date: _____

Attest: _____

_____, City Clerk

Date: _____

Approved as to Form and Legality:

_____, City Attorney

Date: _____

PURCHASER:

TOLL SOUTH LV LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGENT ACKNOWLEDGMENT AND AGREEMENT

The undersigned Escrow Agent agrees to perform its obligations as Escrow Agent pursuant to the above Agreement.

By:_____

Name:_____

Title:_____

Date:_____

**EXHIBIT “A”
SITE PLAN FOR INTENDED USE**

[See Attached]

EXHIBIT "B"

Form of Deed

APN(s):

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO, AND
MAIL TAX STATEMENTS TO:

Toll South LV LLC
c/o Toll Brothers
1140 N. Town Center Drive, Suite 250
Las Vegas, NV 89144

(Space Above For Recorder's Use)

GRANT BARGAIN AND SALE DEED

CITY OF BOULDER CITY, a municipality incorporated under the laws of the State of Nevada ("**Grantor**"), whose address is _____, does hereby Grant, Bargain, Sell and Convey to **TOLL SOUTH LV LLC**, a Nevada limited liability company ("**Grantee**"), whose address is 1140 N. Town Center Dr., Suite 250, Las Vegas, Nevada 89144, all of the real property in Boulder City, Nevada described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all improvements located on the Land and all and singular any water, water rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

SUBJECT TO:

1. General taxes for the current fiscal tax year.
2. All covenants, conditions, restrictions, reservations, rights, rights-of-way and easements recorded against the Land prior to or concurrently with this Deed, and all other matters of record.

Dated as of the ____ day of _____, 202__.

**[SIGNATURE BLOCK, NOTARY ACKNOWLEDGMENT, AND LEGAL DESCRIPTION
TO BE INSERTED ON EXECUTION VERSION; FORM ONLY, DO NOT SIGN]**

EXHIBIT "C"

Form of General Assignment

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE ("**Assignment and Bill of Sale**") is made and entered into as of the ____ day of _____, 202__, by the **CITY OF BOULDER CITY**, a municipality incorporated under the laws of the State of Nevada ("**Seller**"), to and for the benefit of **TOLL SOUTH LV LLC**, a Nevada limited liability company, its successors and assigns ("**Purchaser**").

RECITALS :

Concurrently herewith, Purchaser shall acquire that certain real property situate in Boulder City, Nevada as more fully set forth in the Purchase and Sale Agreement and Joint Escrow Instructions (hereinafter defined) (the "Property"). The Property, together with the personal property and other assets being transferred by Seller to Purchaser by this Assignment and Bill of Sale, are being conveyed to Purchaser as is and without any representation or warranty of any kind except as set forth in, and pursuant to, that certain Purchase and Sale Agreement and Joint Escrow Instructions between Purchaser and Seller, dated _____ (as amended, the "Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

NOW, THEREFORE, in reliance upon the foregoing recitals and in consideration of the mutual covenants set forth herein and in the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Seller hereby grants, sells, transfers, assigns, conveys and delivers to Purchaser any tangible personal property owned by Seller that is currently placed or installed on or about the Property and used in connection with the development, use, ownership, operation, management, maintenance and/or repair of the Property and all improvements, if any, located on the Land as is and without any representation or warranty of any kind except as set forth in the Agreement (collectively, the "Assigned Property"). Seller hereby unconditionally assigns and transfers to Purchaser all of Seller's right, title and interest in and to the following arising out of the Property (collectively, the "Assigned Rights"):

- (a) All tenements, hereditaments, appurtenances, easements, covenants, escrow and other rights arising from or pertaining to the Property.
- (b) all governmental licenses, certificates, certifications, variances, permits, applications and approvals, rights of way, utility rights, NPDES forms, zoning, building, safety and health approvals, and impact and fee credits, entitlements, specific plan

amendments, will serve letters, development agreements, and other agreements relating to the development of the Property;

(c) all existing sewer and/or water capacity reserved for the benefit of the Property;

(d) any prepaid impact or development fees attributable to the Property and all development rights benefiting the Property, all rights, claims, actions, defenses, or awards benefiting the Property, and all rights to receive a reimbursement, sewer credits, fee credit, fee reduction or refund from any applicable agency or entity, including any deposits or fees paid by any party with respect to the Property or any property appurtenant to or for the benefit of the Property;

(e) all legal and equitable claims, cause of actions and rights against any third parties with respect to the Property or any contracts or agreements applicable to the Property, including but not limited to any contractors, subcontractors, consultants or other suppliers of materials or services with respect to the Property, including all architects, engineers and designers with respect to any work performed on or with respect to the Property or the Improvements;

(f) all other intangible personal property owned by Seller and related to the use, ownership, operation, maintenance or development of the Property.

Seller hereby covenants that it shall, at any time and from time to time upon written request therefor, execute and deliver to Purchaser any new or confirmatory instruments and do and perform any other acts which Purchaser may reasonably request in order to fully transfer possession and control of, and protect the rights of Purchaser in all the assets of Seller intended to be transferred and assigned hereby at no material out of pocket cost to Seller.

This Assignment and Bill of Sale shall be binding upon Seller and its successors and assigns and inure to the benefit of Purchaser and its successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the Seller has executed this Assignment and Bill of Sale as of the day and year first above written.

SELLER:
CITY OF BOULDER CITY,
a Nevada municipal corporation

By: [form only - to be executed at Closing]

Name:

Title:

Date of Execution: _____

EXHIBIT “D”

Form of License of Plans

LICENSE OF PLANS

THIS LICENSE OF PLANS (this “License”) dated _____, 20__, by CITY OF BOULDER CITY, a Nevada municipal corporation having an address at _____ (“Licensor”) to and for the benefit of TOLL SOUTH LV LLC, a Nevada limited liability company having an address at 1140 Virginia Drive, Ft. Washington, PA 19034, its successors and assigns (“Licensee”).

BACKGROUND

Licensor, as seller and Licensee, as buyer, entered into a Purchase and Sale Agreement and Joint Escrow Instructions, dated _____, 2024 (as amended, the “Purchase Agreement”) whereby Licensor agreed to sell to Licensee certain property as more particularly described in the Purchase Agreement (the “Property”).

[_____] (“Engineer”) prepared for Licensor certain engineering plans, CAD files, construction drawings, grading plans, surveys, specifications, reports, and other materials in connection with the improvements to Bristelcone Drive and Clubhouse Drive (collectively, the “Plans”), copies of which have been provided to Licensee. Licensor has agreed to grant Licensee a license to utilize the Plans, free and clear of any and all liens and encumbrances.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and intending to be legally bound, the parties hereby agree as follows:

TERMS

1. Licensor hereby licenses unto Licensee any and all of Licensor's right, title and interest in and to the Plans.
2. Licensor represents and warrants to Licensee that (a) the Plans are free and clear of any and all liens or claims by Engineer, (b) Licensee has received copies of all of the Plans, (c) Licensee shall have the right to use the Plans, and (d) the Plans have been paid for in full.
3. Engineer and Licensor agree that Licensee may use their Plans in connection with the development of the Property. Engineer further release Licensee from any cost, liability liens against the Property, or claim by Engineer for compensation for its services in preparing their Plans and agrees to look solely to Licensor for payment in connection with work on the Plans which has been completed through the date of this Assignment.

4. Licensors shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement at the request of Licensee and at no material expense to Licensors.

5. This Agreement may be executed simultaneously in any number of counterparts (including electronically or execution via pdf or facsimile) and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed this Agreement as of the date first above written.

LICENSOR:
CITY OF BOULDER CITY,
a Nevada municipal corporation

By: [Form only – to be executed at Closing]

Name:

Title:

ENGINEER:

[_____]

By: [Form only – to be executed at Closing]

Name:

Title: