



**LAS VEGAS
CITY COUNCIL**

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

January 27, 2016

Vista Verde Holdings LLC
3455 Cliff Shadows Parkway, Ste. 220
Las Vegas, Nevada 89129

**RE: SDR-62572 - MINOR SITE DEVELOPMENT PLAN REVIEW
ADMINISTRATIVE CYCLE - JANUARY 2016**

Dear Applicant:

Your request for a Minor Amendment to a previously approved Site Development Plan Review (SDR-60074) TO RECONFIGURE 10-LOTS OF AN EXISTING 25-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 4.59 acres at the southeast corner of Wittig Avenue and Tee Pee Lane (APNs 125-19-501-015 and 027), T-C (Town Center) Zone [L-TC (Low Density Residential - Town Center) Special Land Use Designation], Ward 6 (Ross), has been considered administratively by the Department of Planning staff.

The Department of Planning has administratively **APPROVED** your request subject to the following:

Planning

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-60074) shall be required, except as amended herein.
2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan date stamped December 14, 2015 [12/14/15], and landscape plan date stamped December 29, 2015 [12/29/15], except as amended by conditions herein.
4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
6. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

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

VOICE 702.229.6301

FAX 702.474.0352

TTY 7-1-1

www.lasvegasnevada.gov



/city of las vegas

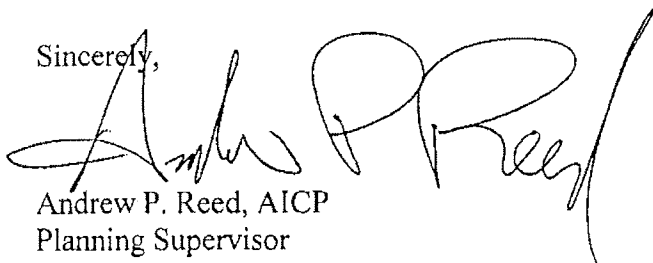
2014 WINNER OF THE U.S. CONFERENCE OF MAYORS CLIMATE PROTECTION AWARD

January 27, 2016

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time as Final Map submittal. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
 - a. the addition of four shrubs for every 20 linear feet within the 20-foot wide sewer easement.
8. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development
9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
10. A Comprehensive Construction Staging Plan shall be submitted to the Department of Planning for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.
11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

This action by the Department of Planning staff on January 27, 2016 is final unless a written appeal is filed with the Director of the Department of Planning within ten days of the date of this letter.

Sincerely,



Andrew P. Reed, AICP
Planning Supervisor
Case Planning Division

AR:nl

cc:

Taney Engineering
6030 South Jones Blvd., Ste. 100
Las Vegas, Nevada 89118

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



**Department of Planning
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 phone (702) 385-7268 fax**

SDR-62572 - SITE DEVELOPMENT PLAN REVIEW - ADMINISTRATIVE - APPLICANT: SUMMIT HOMES OF NEVADA - OWNER: JANSEN FAMILY TRUST AND VISTA VERDE HOLDINGS, LLC -
For possible action on a request for a Minor Amendment to a previously approved Site Development Plan Review (SDR-60074) TO RECONFIGURE 10-LOTS OF AN EXISTING 25-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 4.59 acres at the southeast corner of Wittig Avenue and Tee Pee Lane (APNs 125-19-501-015 and 027), T-C (Town Center) Zone [L-TC (Low Density Residential - Town Center) Special Land Use Designation], Ward 6 (Ross).

MINOR REVIEW ADMINISTRATIVE MEETING: **DECEMBER 30, 2015**

PLANNING SUPERVISOR: **ANDY REED**



ADMINISTRATIVE

Comments Due: **ASAP**

*Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to **Carman Burney (cburney@lasvegasnevada.gov)**, the Agenda Tech responsible for this case. If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.*

LIST COMMENTS BELOW:

THIS ITEM WILL BE CONSIDERED
ADMINISTRATIVELY AND WILL NOT
APPEAR ON A PLANNING COMMISSION
AGENDA

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



Department of Planning
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 phone (702) 385-7268 fax

SDR-62572 -

MINOR REVIEW ADMINISTRATIVE MEETING: **DECEMBER 30, 2015**

PLANNING SUPERVISOR: **ANDY REED**



ADMINISTRATIVE

CASE PLANNER

NICOLE

LANDSCAPE WAIVER REQUIRED? ☐ Y ☐ N ☐ N/A

REGIONAL SIGNIFICANCE? ☐ Y ☐ N ☐ N/A (Reed)

Comments Due: **ASAP**

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet, by fax, or e-mailed to **Carman Burney** (cburney@lasvegasnevada.gov). If you desire to meet with the case planner you may schedule an appointment.

LIST COMMENTS BELOW:

THIS ITEM
ADMINISTRATIVE
APPEAR ON A
AGENDA

NICOLE -
PLEASE ~~draw~~ FINISH
HANSEN HEADER
AND RETURN TO
NORA.
THANK YOU,
Andy

CONSIDERED
WILL NOT
COMMISSION



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Minor Modification - Administrative Review
 Project Address (Location) Tee Pee and Dorrell
 Project Name Tee Pee and Dorrell Proposed Use T-C
 Assessor's Parcel #(s) 125-19-501-015, 027 Ward # _____
 General Plan: existing _____ proposed _____ Zoning: existing T-C proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 5 Lots/Units 25 Density _____
 Additional Information _____

PROPERTY OWNER Summit Dorrell LLC Contact Andrew Acuna
 Address 3425 Cliff Shadows Parkway, #110 Phone: (702) 365-8588 Fax: (702) 998-9885
 City Las Vegas State NV Zip 89129
 E-mail Address AndrewA@summithomesnv.com

APPLICANT Summit Homes of Nevada Contact Andrew Acuna
 Address 3425 Cliff Shadows Parkway Suite 110 Phone: (702) 365-8588 Fax: (702) 998-9885
 City Las Vegas State NV Zip 89129
 E-mail Address AndrewA@summithomesnv.com

REPRESENTATIVE Taney Engineering Contact Janna Felipe
 Address 6030 S. Jones Blvd, Suite 100 Phone: (702) 362-8844 Fax: (702) 362-5233
 City Las Vegas State NV Zip 89118
 E-mail Address jannaf@taneycorp.com

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

Property Owner Signature* [Signature]

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

Print Name Nathan White

Subscribed and sworn before me

This 9th day of December, 2015.

[Signature]
Jody M. Mudano

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

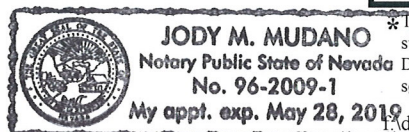
Case # SDR-62572

Meeting Date: 12/30/15

Total Fee: \$500.⁰⁰

Date Received*: 12/14/15

Received By: [Signature]



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



TANEY ENGINEERING

6030 SOUTH JONES BLVD. #100

LAS VEGAS, NV 89118

TELEPHONE: 702-362-8844

FAX: 702-362-5233

December 11, 2015
ADV-15-011

Steve Swanton
City of Las Vegas Planning
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Tee Pee & Dorrell – Request for Administrative Minor Modification

Dear Mr. Swanton:

Taney Engineering, on behalf of Summit Homes of Nevada, is respectfully requesting a Request for a Minor Deviation for our project, Tee Pee and Dorrell.

The City of Las Vegas Public Works Department has requested that we include a 15' Public Drainage Easement within Common Element 'A' (east of lots 1 & 10) to account for drainage through the project site. This drainage easement will take away from the area of open space we originally provided. Therefore, we have provided for more open space east of lots 20 & 21 by taking 15' in width away from lots 16 through 25. Each modified lot (16-25) will still be over 50' in width and above 5000 square feet in area. The architectural plans originally provided will still fit within the building setback envelope of each modified lot.

We have also provided a copy of the revised Tentative Map for your review, as requested.

Thank you for your attention to this request. Please feel free to give us a call should you have any questions.

Sincerely,
TANEY ENGINEERING

Brian Myers, P.E.
Project Manager

SDR-62572

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DEC 14 2015

Dept of Planning
City of Las Vegas



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-62572 APN: 125-19-501-015 and 027

Name of Property Owner: Summit Dorrell LLC

Name of Applicant: Summit Homes of Nevada

Name of Representative: Taney Engineering

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

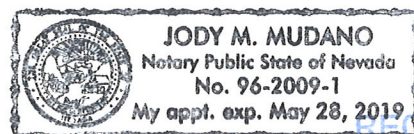
Signature of Property Owner: *[Signature]*

Print Name: Nathan White

Subscribed and sworn before me

This 9th day of December, 2015

Jody M. Medano
Notary Public in and for said County and State
Jody M. Medano



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DEC 14 2015

APN: 125-19-501-015

LEGAL DESCRIPTION

THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE
NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION
19, TOWNSHIP 19 SOUTH, RANGE 60 EAST , M.D.M, CLARK COUNTY , NEVADA.

EXCEPTING THEREFROM THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER
(SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER
(NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 19, TOWNSHIP 19
SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

SDR-62572

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Dept of Planning
City of Las Vegas

APN: 125-19-501-027

LEGAL DESCRIPTION

THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA:

EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE CITY OF LAS VEGAS PER THAT CERTAIN DOCUMENT RECORDED IN BOOK 20030314, AS INSTRUMENT NO. 00354 OF OFFICIAL RECORDS AND PER THAT CERTAIN DOCUMENT RECORDED IN BOOK 20061214, AS INSTRUMENT NO.06274 OF OFFICIAL RECORDS.

THE ABOVE DESCRIBED PARCEL BEING SHOWN ON THAT CERTAIN REVERSIONARY PLAT ON FILE IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 143, PAGE 32 OF PLATS.

SDR-62572

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DEC 14 2015

Dept of Planning
City of Las Vegas

Inst #: 20151203-0003376

Fees: \$19.00 N/C Fee: \$0.00

RPTT: \$5737.50 Ex: #

12/03/2015 02:34:00 PM

RECORDING 62572

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: OSA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

GRANT, BARGAIN AND SALE DEED

APN: 125-19-501-015

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Summit Dorrell, LLC
3425 Cliff Shadows Parkway, #110
Las Vegas, NV 89129

Attention: Andrew Acuna

(Space Above For Recorder's Use)

William D. Jansen and Nora Jansen, Trustees of the Jansen Family Trust executed on the 17th day of May, 1996, as "Grantors," do hereby Grant, Bargain, Sell and Convey to Summit Dorrell, LLC, a Delaware Limited Liability Company, as "Grantee," the real property in the County of Clark, State of Nevada (the "Land") described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining.

SUBJECT TO:

1. Non-delinquent General taxes and assessments for the current fiscal tax year.
2. All covenants, conditions, restrictions, reservations, rights, right-of-way and easements recorded against the Land prior to or concurrently with this Deed, and all other matters of record.
3. Property is being conveyed "As-Is".

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its general partner thereunto duly authorized.

Jansen Family Trust

By: William D. Jansen
Name: William D. Jansen-Trustee

Jansen Family Trust Trustee

By: Nora Jansen
Name: Nora Jansen-Trustee
Jansen

SDR-62572

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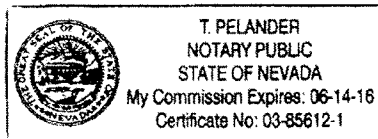
Dept of Planning
City of Las Vegas

State of NEVADA }
 } ss:
County of Clark }

This instrument was acknowledged before me on December 2, 2015
by William D. Jansen and Nora Jansen
as Trustees of the Jansen Family Trust executed on
the 17th day of May, 1996

T. Pelander
NOTARY PUBLIC

My Commission Expires: Dec-14-16



T. Pelander
No. 03-85612-1
Exp. 06-14-16

Exhibit "A"

THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

Inst #: 20151204-0002268

Fees: \$19.00 N/C Fee: \$0.00

RPTT: \$1479.00 Ex: #

12/04/2015 11:13:17 AM

CONFIRM: 6081593
Receipt #: 2826773

Requestor:

NEVADA TITLE LAS VEGAS

Recorded By: ECM Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 125-19-501-027

~~RECORDING REQUESTED BY~~

AND WHEN RECORDED MAIL TO: *+*

Mail to:

Summit Dorrell, LLC

3425 Cliff Shadows Parkway, #110

Las Vegas, NV 89129

Attention: Andrew Acuna

(Space Above For Recorder's Use)

GRANT, BARGAIN AND SALE DEED

Vista Verde Holdings, LLC, a Nevada limited liability company as "Grantors," do hereby Grant, Bargain, Sell and Convey to Summit Dorrell, LLC a Delaware Limited Liability Company, as "Grantee," the real property in the County of Clark, State of Nevada (the "Land") described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining.

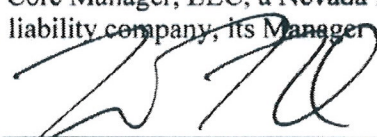
SUBJECT TO:

1. Non-delinquent General taxes and assessments for the current fiscal tax year.
2. All covenants, conditions, restrictions, reservations, rights, right-of-way and easements recorded against the Land prior to or concurrently with this Deed, and all other matters of record.
3. Property is being conveyed "As-Is".

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its general partner thereunto duly authorized.

Vista Verde Holdings, LLC, a Nevada limited liability company

By: Core Manager, LLC, a Nevada limited liability company, its liability company, its Manager
Manager

By: 

Thomas J. DeVore, Manager

SDR-62572

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Dept of Planning
City of Las Vegas

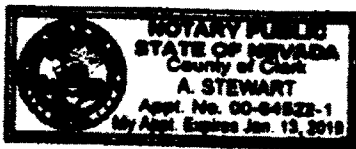
State of NEVADA }
 } ss:
County of Clark }

This instrument was acknowledged before me on

November 19, 2015

by Thomas J. DeVore

as Manager of Core Manager, LLC, a Nevada limited
liability company, Manager of Vista Verde Holdings, LLC, a Nevada limited
liability company



A Stewart
#00-64522-1

A Stewart

NOTARY PUBLIC

My Commission Expires:

1/13/2019

Exhibit "A" Legal Description

THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE CITY OF LAS VEGAS PER THAT CERTAIN DOCUMENT RECORDED IN BOOK 20030314, AS INSTRUMENT NO. 00354 OF OFFICIAL RECORDS AND PER THAT CERTAIN DOCUMENT RECORDED IN BOOK 20061214, AS INSTRUMENT NO. 06274 OF OFFICIAL RECORDS.

THE ABOVE DESCRIBED PARCEL BEING SHOWN ON THAT CERTAIN REVERSIONARY PLAT ON FILE IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 143, PAGE 32 OF PLATS.

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SUMMIT DORRELL, LLC**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of SUMMIT DORRELL, LLC (the "Company") dated as of October 15, 2015 is entered into by Presidio Summit NV II, LLC, a Delaware limited liability company (the "Member"), as the sole Member of the Company.

RECITAL

A. The Company was formed as a limited liability company under the laws of the State of Delaware on August 17, 2015. In accordance with the provisions of the Delaware Limited Liability Company Act and any successor statute, as amended from time to time (the "Act"), the Member wishes to enter into this written agreement governing the affairs of the Company and the conduct of its business.

B. The Member executed that certain Limited Liability Company Agreement of Summit Dorrell, LLC, dated as of August 17, 2015 (the "Original Agreement").

C. The Member wishes to amend and restate the Original LLC Agreement as set forth in this Agreement.

NOW, THEREFOR, the Member hereby amends and restates the Original LLC Agreement as follows:

**ARTICLE 1
THE LIMITED LIABILITY COMPANY**

1.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Act. A certificate of formation for the Company as described in Section 18-201 of the Act (the "Certificate of Formation") has been filed in the Office of the Secretary of State of the State of Delaware in conformity with the Act.

1.2 Name. The name of the Company shall be "Summit Dorrell, LLC" and its business shall be carried on in such name with such variations and changes as the Member shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

1.3 Business Purpose; Powers. The Company was formed for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company. The specific purpose of the Company is to do and perform everything which may be reasonable, necessary,

SDR-62572

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Dept of Planning
City of Las Vegas

advisable, suitable or proper for the conduct of the Company's business, which is to acquire, entitle, develop, and/or construct improvements on and sell all or any portion of the real property described on Exhibit "A" (the "Property"). The Company will not engage in any activities not related to this specific purpose without the Manager's prior written consent.

1.4 Registered Office and Agent. The initial registered office of the Company in the State of Delaware shall be 1209 Orange Street in the City of Wilmington, County of New Castle. The Company's Registered Agent at such address shall be The Corporation Trust Company. The Member may change the registered office and registered agent at any time in compliance with the applicable provisions of the Act.

1.5 Place of Business. The Company's principal place of business will be located at 601 Carlson Parkway, Suite 200, Minnetonka, MN 55305. The Member may change the location of the Company's principal place of business.

1.6 Term. Subject to the provisions of Article 6 below, the Company shall have perpetual existence.

ARTICLE 2 THE MEMBER

2.1 The Member. The name and address of the Member is as follows:

<u>Name</u>	<u>Address</u>
Presidio Summit NV II, LLC	601 Carlson Parkway, Suite 200 Minnetonka, MN 55305

2.2 No Liability. Except as specifically provided in the Act, no Member, Manager nor Operating Manager shall be liable for the debts, obligations, or liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on a Member, Manager, Operating Manager or an officer of the Company (if any) for any or all Company debts, obligations, or liabilities.

2.3 Power to Bind the Company. The Manager shall have the authority to bind the Company to any third party with respect to any matter.

2.4 Admission of Members. New members shall be admitted only upon the approval of the Member.

2.5 Conflicts of Interest. The Member, Manager, and Operating Manager and their respective partners, agents, employees and Affiliates, may engage or invest in, independently or with others, any business activity of any type or description, including, without limitation, those that might be the same as or similar to the Company's business or that might be in direct or indirect competition with the Company. Neither the Company nor a Member shall have any right or interest in or to such other ventures or activities or the income or proceeds derived therefrom. Neither the Member, Manager nor Operating Manager shall be obligated to present any

investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Member, Manager and Operating Manager shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to Persons other than the Company. The Member hereby waives any and all rights and claims which the Member may otherwise have against any other Member(s) (if any), Manager, Operating Manager and their respective partners, agents, employees and Affiliates as a result of any of such activities. The Member hereby warrants and represents that the Member understands and acknowledges that: (i) the Member is waiving what could otherwise be the fiduciary, loyalty, or other duty of a Member, Manager or Operating Manager to bring business opportunities to the Company and, being informed of such waiver, such Member nevertheless voluntarily consents to the provisions of this Section 2.5, and (ii) the Company's business is intended to be limited to conducting the specific business described in Section 1.3.

ARTICLE 3 MANAGEMENT

3.1 Management. The Company shall be managed by a Manager (as defined in the Act). The Member shall be the Manager of the Company (the "Manager"). The Member may resign as Manager and appoint a successor Manager at its election.

3.2 Action by Manager. The Manager shall have the authority to execute documents and instruments, enter into contracts and bind the Company to any third party with respect to any matter. Any action, decision or determination by the Manager shall constitute an action, decision or determination of the Company.

3.3 Operating Manager. Summit Homes of Nevada, LLC, a Nevada limited liability company ("Summit"), is hereby appointed as the Operating Manager of the Company. Subject to the provisions of this Agreement, Operating Manager is responsible for the day-to-day management, maintenance, operation, entitlement, development, and/or construction of improvements on and sale of the Property pursuant to the terms of the Business Plan (the "Project"). Operating Manager has full power and authority, acting alone or through others, in the exercise of its reasonable business judgment, to take all actions necessary or appropriate to carry out the Business Plan and perform Operating Manager's duties under this Agreement, but only to the extent consistent with and contemplated by the Business Plan. The scope of responsibilities of the Operating Manager include (but are not limited to) providing the services listed on Exhibit "B" (the "Services"). The Services may be provided by Operating Manager, its Affiliates, or third-party consultants or contractors, provided, however, Operating Manager will remain responsible to the Company for the proper performance of all Services hereunder. Operating Manager shall not make expenditures or incur costs which exceed the amounts contemplated in the Business Plan in any material way without the written consent of the Manager.

3.4 Business Plan. The Operating Manager will prepare and present to the Manager a proposed business plan for the Company for the Manager's review and approval. A business plan that is approved by the Manager is referred to herein as the "Business Plan" for the Company.

The Operating Manager will present a revised business plan to the Manager for its review and approval (i) semi-annually based on a schedule to be established between Operating Manager and Manager, (ii) at the request of the Manager, and (iii) in any event, at least annually on or before November 30th for the following calendar year. When approved by the Manager, the revised business plan shall become the Business Plan for the Company. Attached hereto as Exhibit "C" is the initial Business Plan for the Company.

3.5 Reporting. The Operating Manager will keep the Manager apprised concerning any material events concerning the Project and/or the Services provided hereunder, and will promptly respond to the Manager's requests for information regarding the Project and promptly provide the Manager with such individual and/or periodic reports as the Manager may request. In addition, the Operating Manager shall provide the following reports to the Member:

(a) During any period when sales activity is ongoing for the Project, weekly sales reports in form and substance reasonably satisfactory to the Manager, listing all purchase contracts entered into by the Company and indicating for each such purchase contract the agreed purchase price, the amount of earnest money deposited by the purchaser, and the status of any contingencies to the purchase transaction. The report shall also indicate on a monthly and cumulative basis the number of units sold and the number of units actually closed in the Project.

(b) Quarterly balance sheet/income statements and budget updates for the Company.

(c) On or before forty-five days after the end of each of the first three quarters of the Company's fiscal year, and as soon as possible after the end of each fiscal year, financial statements for such period for the Company, including a balance sheet, an income statement, and a statement showing the Capital Account of the Member as of the end of such period and the Distributions, if any, made to the Member. At the request of the Member, the financial statement shall be audited by a CPA firm approved by the Member.

(d) As soon as reasonably practicable after the end of the Company fiscal year, Operating Manager shall cause the Member to be furnished with a Schedule K-1 for the Company for such year together with any other schedule or statement required by federal income tax law, and shall cause the Member (and each member of the Member) to be furnished such information as is necessary to complete their respective federal and state income tax or information returns. Operating Manager shall use best efforts to furnish the Schedule K-1 such other schedules and tax information on or before February 28th of each calendar year.

3.6 Additional Responsibilities of Operating Manager. The Operating Manager shall have the following additional responsibilities:

(a) Maintenance and Protection of Property. Operating Manager shall maintain the Property free and clear of weeds, pests, debris and toxic or hazardous substances, (except for such hazardous substances that are required to operate tools or equipment related to the construction of improvements on the Property or are incorporated in materials used in improvements, in each case in compliance with all applicable laws and regulations). Such maintenance shall include all necessary erosion control measures, which shall be conducted and

maintained in accordance with all applicable laws, regulations and permits. In addition, Operating Manager shall at all times reasonably protect the Property and all of the improvements, whether or not completed, from being damaged by the work of Operating Manager, any contractor, subcontractor, consultant, or material suppliers or other persons or causes, including but not limited to, vandals and the elements.

(b) Taxes. Operating Manager shall obtain and verify bills for real estate and personal property taxes, assessments and other like charges which are or may become liens against any portion of the Property and pay such taxes and assessments, on behalf of the Company and at the Company's expense.

(c) Insurance. Operating Manager shall obtain and cause the Company to carry at the Company's expense the insurance described on Exhibit "F" unless otherwise approved by the Manager. Operating Manager shall require all contractors, subcontractors, materialmen, architects, engineers, surveyors, consultants and other professionals engaged to perform work on the Project to maintain, at their expense, insurance coverages in accordance with the requirements of Exhibit "F" unless otherwise approved by the Manager.

(d) Compliance with Laws, Policies and Procedures. Operating Manager shall comply with all laws, ordinances and regulations, permits, licenses and approvals obtained from any governmental entity in connection with the Project.

(e) Warranty Work. So long as Summit is the Operating Manager, the Company will pay Summit a warranty fee equal to a percentage of the Net Sales Proceeds from the sale of each residential unit ("Unit") in the Property (the "Warranty Fee") for customer service costs, warranty expenses and costs to correct defects in the Units and/or in the on or off-site improvements constructed by the Company ("Warranty and Defect Expenses") as set forth in the Business Plan. Summit shall be responsible to pay all Warranty and Defect Expenses for the Project, regardless of whether the Warranty Fee is sufficient to cover all Warranty and Defect Expenses or not. Summit shall be responsible for and shall cause all warranty work, customer services work, and any other work required to correct any defects in the Units and in the on or off-site improvements constructed by the Company to be performed in accordance with all applicable laws. In the event the total Warranty Fees paid to Summit exceed the Warranty and Defect Expenses, then Summit shall retain the excess.

(f) Indemnity by Summit. To the fullest extent permitted by law, Summit shall indemnify, defend and hold harmless, and hereby releases and discharges, the Company, the Member, and its members and managers (other than Summit), the members and managers of the Member's members and managers, (other than the members and managers of Summit), and each of their respective owners, employees, directors, officers, agents, affiliates, successors and assigns, for, from and against all claims, actions, demands, liabilities, losses, damages, costs and expenses, including but not limited to court costs and reasonable attorneys' fees, arising out of, resulting from or in connection with any deficiencies, faults, defects, or claimed deficiencies, faults or defects with respect to all on-site and off-site improvements designed or constructed as part of the Project while Summit or any Affiliate thereof was the Operating Manager. The provisions of Sections 3.6(c) and (f) shall survive the dissolution and termination of the Company.

3.7 Funding. Funds required for the performance of the Services will be provided by the Company as provided in the Business Plan. The Operating Manager shall not be required to advance any of its own funds for the payment of any costs or expenses incurred by or on behalf of the Company in accordance with this Agreement, but if the Operating Manager advances the Operating Manager's own funds in payment of any such costs or expenses covered by the Business Plan, or otherwise approved in writing by the Manager, then the Company shall reimburse the Operating Manager for such costs and expenses. The provisions of this Section 3.7 shall not apply with respect to Warranty and Defect Expenses, which shall be governed by the terms of Section 3.6(e).

3.8 Reimbursement of Expenses. In addition to the payment of the amounts set forth in Section 3.7 above, the Manager and Operating Manager will be reimbursed by the Company for all reasonable and documented third party out-of-pocket costs and expenses incurred in connection with the business of the Company, subject to the provisions of the Business Plan.

3.9 Compensation to Operating Manager. In consideration of performance of the Services to be provided hereunder, the Company will pay Summit a management fee equal to three and one half percent (3.5%) of the Net Revenues received by the Company while Summit was the Operating Manager thereof (the "Management Fee"). "Net Revenues" shall mean the gross sales proceeds received by the Company with respect to the sale or rental of any property owned by the Company, including but not limited to all gross sales proceeds, lot premiums, options and option upgrades, and the gross proceeds received by the Company from any other revenue event, in each case less reasonable closing costs incurred by the Company in connection with such revenue event, including any sales incentives or concessions. Summit will be paid advances against the Management Fee monthly in accordance with the Business Plan ("Advances"). Upon the earlier of the sale of all assets of the Company or the termination of Summit as the Operating Manager for Cause, the Net Revenues of the Company while Summit was the Operating Manager will be calculated and to the extent the Advances received by Summit are less than three and one half percent (3.5%) of the Net Revenues, the Company shall pay the difference to Summit. To the extent the Advances received by Summit are in excess of three and one half percent (3.5%) of the Net Revenues, Summit shall reimburse the Company the amount of such excess.

3.10 Administrative Fee. Presidio Merced Land IV Active II, LLC, a Delaware limited liability company ("Presidio"), shall be paid an Administrative Fee ("Administrative Fee") from the Company equal to twenty five percent (25%) of the Management Fee percentage payable to the Operating Manager. The Administrative Fee will be paid through escrow each time there is a revenue event for the Company. By way of example, if the Management Fee payable to the Operating Manager is 3% of the Net Revenues, then the Administrative Fee would be seventy five basis points (0.75%) (i.e. $3\% \times 25\% = 0.75\%$), and if a portion of the Company's property were sold that resulted in \$400,000 in Net Revenue, then Presidio would be paid an Administrative Fee of Three Thousand Dollars (\$3,000) (i.e. $\$400,000 \times 0.75\% = \$3,000$) on the closing of such sale.

3.11 Invoices/Draws/Payments. Within ten days following the end of each calendar month, the Operating Manager will furnish the Manager an invoice (a) referencing such calendar month, (b) detailing the costs and expenses, if any, described in Sections 3.7 and 3.8 above, to be

reimbursed by the Company for such calendar month, and (c) providing such supporting documentation and additional data as the Manager may reasonably request. Payment shall be due on any such invoice within thirty (30) days after receipt unless the Manager and Operating Manager mutually agree otherwise.

3.12 Execution of Documents by Operating Manager. Except as otherwise set forth in this Section, contracts and other documents related to the Services or otherwise related to the business of the Company (each, a "Contract") may be executed by Operating Manager subject to each such Contract being in compliance with the provisions of the Business Plan and with the terms of this Agreement. All Contracts executed by Operating Manager shall be in the Company's name with the Company as the party to the Contract, and executed by Operating Manager as the Operating Manager of the Company. Unless otherwise approved by Company in writing, all Contracts executed by Operating Manager shall be terminable on no more than thirty (30) days' notice. The Manager and Operating Manager shall agree upon the form of contract to be executed by contractors and subcontractors. Unless otherwise approved by the Manager in writing, all loan documents, contracts for the purchase or sale of the Property or any other real property, entitlement documents, or documents encumbering or conveying title to the Property or any portion thereof must be reviewed and signed by the Manager. The following Contracts shall be reviewed and approved by the Manager before executed by Operating Manager: any Contract over One Hundred Thousand Dollars (\$100,000.00); any Contract that is for an amount in excess of the amount contemplated in the Business Plan or otherwise not in compliance with the Business Plan; any Contract with an Affiliate of Operating Manager; and any Contract releasing, compromising, assigning, or transferring any claims, rights or benefits, or satisfying any judgment, decree, decision or settlement, including any Internal Revenue Service or state tax claims or litigation in excess of an aggregated sum of Ten Thousand Dollars (\$10,000) or settling any claim for insurance proceeds if the loss thereunder exceeds Ten Thousand Dollars (\$10,000).

3.13 Officers and Related Persons. The Manager shall have the authority to appoint and terminate officers of the Company and retain and terminate agents and consultants of the Company and to delegate such duties to any such officers, agents and consultants as the Manager deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. The Company shall not have any employees unless the Member determines otherwise.

3.14 Reliance by Third Parties. No third party dealing with the Company shall be required to ascertain whether the Manager, Operating Manager or any Officer is acting in accordance with the provisions of this Agreement. All third parties may rely on a document executed by the Manager or Operating Manager (or an Officer duly authorized by the Manager to execute such document) as binding the Company.

3.15 Ownership of Plans and Materials. All plans and specifications and all marketing and sales materials, including advertising and promotional materials prepared in connection with the Project by or for Operating Manager, shall be solely the property of the Company.

3.16 Bank Accounts. The Company shall establish and maintain such bank accounts as the Manager shall approve. Both the Manager and the Operating Manager shall be signers on the Company bank accounts.

3.17 Removal of Operating Manager. Summit may be removed as Operating Manager for Cause. "Cause" is defined to mean (i) fraud or willful wrongdoing (including dishonesty, theft, or other criminal acts) or (ii) Summit's material breach of this Agreement regarding its duties as Operating Manager under this Agreement or of the duties imposed on Summit by law, which breach is not cured by Summit within ten (10) days after written notice of such material breach has been delivered to Summit by the Member, Manager, or a manager of the Member, or if such cure requires longer than ten (10) days, which is not commenced within such ten (10) days and is not diligently pursued and cured within a reasonable time thereafter.

(a) On termination of Summit as Operating Manager for Cause, no further payments of Advances shall be payable to Summit, and Summit shall be responsible for any loss or damages Summit has caused the Company to incur.

(b) Following termination of Summit as the Operating Manager, Summit will deliver to the Company within ten (10) business days of such termination, except as otherwise specified, (i) originals of all contracts, lien releases, and receipts, and copies of all correspondence, plans, specifications, drawings, reports, studies, unpaid bills and other written materials related to the Property that have not previously been delivered to the Company, and all Company books and records (collectively, "Written Materials"), (ii) all keys, codes, building materials, signs, tools, equipment, trade fixtures, appliances, and other personal property paid for or owned by Company, (iii) any and all monies of the Company held by Operating Manager with respect to the Project, if any, (iv) terminations with respect to any property management, maintenance, consultant contract, construction contract or other agreements with any third parties with respect to the Property requested by the Company to be terminated, to be delivered to the Company as soon as possible, and (v) a final accounting of the Project, to be delivered within sixty (60) days following the Termination.

(c) Any removal of Summit as Operating Manager under this Section shall have no effect upon Summit's ownership of a membership interest in the Member. Upon removal of Summit as the Operating Manager, a replacement Operating Manager may be appointed by the Manager.

3.18 Construction Contract. The Company and Summit shall enter into a construction contract for the construction of improvements on the Property (the "Construction Contract"). The Construction Contract will be on such form as Summit and the Manager shall mutually approve. The Construction Contract shall, among other things, (i) require all subcontractors and material suppliers to carry insurance as set forth in Exhibit "F" or as otherwise approved by the Manager, and (ii) shall contain and require all contracts with subcontractors and material suppliers to (a) contain a waiver of trial by jury and (b) not contain any arbitration clause, in each case unless specifically approved by the Manager. The Construction Contract shall provide for reimbursement of cost to Summit but no mark up or additional profit to Summit.

ARTICLE 4
CAPITAL STRUCTURE AND CONTRIBUTIONS

4.1 Capital Structure. The capital structure of the Company shall consist of one class of membership interest (the "Membership Interest"). Subject to the provisions of Article VII, the Member shall own all of the Membership Interests in the Company as set forth on Exhibit "D".

4.2 Capital Contributions. The Member will make initial capital contributions in an amount determined by the Manager as sufficient for the formation and initial capital needs of the Company. From time to time, the Manager may determine that the Company requires additional capital and may require the Member to make additional capital contribution(s) in an amount determined by the Manager. A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

ARTICLE 5
PROFITS, LOSSES, DISTRIBUTIONS AND ACCOUNTING

5.1 Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the provisions of Section 5.3. In each year, profits and losses shall be allocated entirely to the Member.

5.2 Distributions. The Manager shall determine when profits are available for distribution and the amount, if any, to be distributed to the Member, and shall distribute to the Member the determined amount when, as and if declared by the Manager.

5.3 Accounting. The Company's books of account shall be maintained and its income, gains, losses, deductions and credits shall be maintained in accordance with GAAP unless the Manager shall determine otherwise. The Manager may at any time change the financial and tax accounting method of the Company, subject to any applicable limitation of law or regulation.

ARTICLE 6
EVENTS OF DISSOLUTION

The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events:

- (a) At the election of the Member; or
- (b) A judicial dissolution of the Company under Section 18-802 of the Act.

ARTICLE 7
TRANSFER OF INTERESTS IN THE COMPANY

The Member may sell, assign, transfer, convey, gift, exchange or otherwise dispose of (a "Transfer") any or all of its Membership Interests in the Company or any portion thereof or any interest therein at its election.

ARTICLE 8 EXCULPATION AND INDEMNIFICATION

8.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Member, Manager or Operating Manager, nor any officers, managers, members, employees, or Affiliates of the Member, Manager or Operating Manager, nor any Officer of the Company, if any, (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

8.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8.2 with respect to (i) any Claim with respect to which such Covered Person shall have been adjudged to be liable for fraud, willful misconduct, bad faith or gross negligence, (ii) any Claim against such Covered Person brought by the Company, or by the Member or a manager of the Member (iii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Manager, or (iv) with respect to Summit and its Affiliates and the officers, managers, members, employees, and Affiliates of Summit or its Affiliates, with respect to any deficiencies, faults, defects, or claimed deficiencies, faults or defects with respect to all on-site and off-site improvements designed or constructed as part of the Project while Summit or any Affiliate thereof was the Operating Manager; provided, however, the provisions of this Section 8.2 shall not limit Summit's entitlement to coverage, if any, under the Company's insurance policies.

8.3 Indemnification by the Company Regarding Construction Issues. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless, and hereby releases and discharges, the Member, and its members and managers, and the members and managers of the Member's members and managers, and each of their respective owners, employees, directors, officers, agents, affiliates, successors and assigns, for, from and against all claims, actions, demands, liabilities, losses, damages, costs and expenses, including but not limited to court costs and reasonable attorneys' fees, arising out of, resulting from or in connection with any deficiencies, faults, defects, or claimed deficiencies, faults or defects with respect to all on-site and off-site improvements designed or constructed as part of the Project. Notwithstanding the above, this indemnity shall not apply with respect to Summit or its Affiliates or the members and managers of Summit or its Affiliates or the owners, employees, directors, officers, agents, affiliates, successors and assigns of Summit or its Affiliates, with respect to any

deficiencies, faults, defects or claimed deficiencies, faults or defects with respect to on-site and off-site improvements designed or constructed while Summit or any of its Affiliates was the Operating Manager of the Company. The provisions of this Section 8.3 shall survive the dissolution and termination of the Company.

ARTICLE 9 MISCELLANEOUS

9.1 Tax Treatment. Unless otherwise determined by the Member, the Company shall be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

9.2 Amendments. This Agreement may be amended or modified from time to time only by a written instrument signed by the Member. Any repeal or modification of Article 8 by the Member shall not adversely affect any rights of such Covered Person pursuant to Article 8, with respect to the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

9.5 Limited Liability Company. The Member intends to form a limited liability company under the laws of the State of Delaware.

9.6 Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one Agreement, binding on all parties, notwithstanding that all the parties have not signed the same counterparts.

9.7 Notice. Addresses for notices given under this Agreement shall be as set forth on Exhibit "E" attached hereto.

9.8 Certain Definitions. As used herein, the following terms shall have the following meanings:

"Affiliate" means (1) any Person directly or indirectly Controlling, Controlled by or under common Control with another Person; (2) any Person owning or Controlling fifty percent (50%) or more of the outstanding voting securities of such other Person; and (3) if that other Person is an officer, director, member or partner thereof, any company for which such Person acts in any such capacity; and (4) a member of such Person's Immediate Family.

"Control," including the correlative terms "Controlling," "Controlled by" and "Under Common Control with" means possessing, directly or indirectly, the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person. Without limiting the effect of the preceding sentence, Control will be deemed to exist (but will not be limited to) when a Person possesses, directly or indirectly, through one or more intermediaries (i) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); or (iii) in the case of any other Person, 50% or more of the economic or beneficial interest therein.

"GAAP" means generally accepted accounting principles, consistently applied.

"Immediate Family" means a person's spouse, parents, children, grandchildren, and great grandchildren (children, grandchildren, and great grandchildren include those that are natural, adopted, and step).

"Net Sales Proceeds" shall mean the gross sales proceeds received by the Company with respect to the sale of individual Units, including but not limited to all gross sales proceeds, lot premiums, options and option upgrades, less reasonable closing costs incurred by the Company in connection with such sale, including any sales incentives or concessions.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, domestic or foreign, permitted to be a member of a limited liability company under the Act.

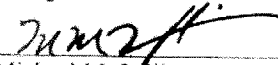
9.9 Amended and Restated LLC Agreement. The Original LLC Agreement is suspended and replaced in its entirety with this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day first above written.

PRESIDIO SUMMIT NV II, LLC
a Delaware limited liability company

By: Presidio Merced Land IV Active II, LLC
a Delaware limited liability company
Its: Co-Manager

By: 
Michael M. Sullivan
Its: Authorized Representative

By: Summit Homes of Nevada, LLC
a Nevada limited liability company
Its: Co-Manager

By: 
Don White, President

The undersigned consents to act as Operating Manager pursuant to the terms set forth above.

Summit Homes of Nevada, LLC
a Nevada limited liability company

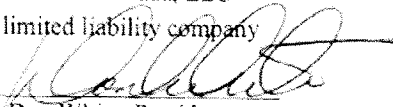
By: 
Don White, President

EXHIBIT "A"
DESCRIPTION OF REAL PROPERTY

EXHIBIT A
LEGAL DESCRIPTION

The West Half (W1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 19 South, Range 60 East, M.D.M.

Excepting therefrom the South Half (S1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 19 South, Range 60 East, M.D.M.

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE CITY OF LAS VEGAS PER THAT CERTAIN DOCUMENT RECORDED IN BOOK 20030314, AS INSTRUMENT NO. 00354 OF OFFICIAL RECORDS AND PER THAT CERTAIN DOCUMENT RECORDED IN BOOK 20061214, AS INSTRUMENT NO. 06274 OF OFFICIAL RECORDS.

THE ABOVE DESCRIBED PARCEL BEING SHOWN ON THAT CERTAIN REVERSIONARY PLAT ON FILE IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 143, PAGE 32 OF PLATS.

EXHIBIT "B"
SCOPE OF SERVICES

1. Provide the direct project staff necessary to carry out the Business Plan including but not limited to the following:
 - a. Preparation and submittal to Manager of the proposed Business Plan and updates;
 - b. Selection of contractors and consultants, negotiation of contracts, management of contractors and consultants;
 - c. Processing of accounts payable, record keeping and financial reporting;
 - d. Keeping Manager informed on status of Project;
 - e. Coordination of site security and maintenance;
 - f. Insurance; and
 - g. Providing such periodic reports to the Manager as the Manager may designate.
2. Process and maintain necessary Project entitlements and permits.
3. Market property for sale consistent with the Business Plan, or as instructed by Manager in writing.
4. Warranty and repair services, including but not limited to performing or supervising all warranty work, customer service, and correction of defects.
5. All other actions necessary to carry out the Business Plan.

**LIMITED LIABILITY COMPANY AGREEMENT
OF
SUMMIT JONES, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of SUMMIT JONES, LLC (the "Company") dated as of November 21, 2013, is entered into by Presidio Summit NV I, LLC, a Delaware limited liability company (the "Member") as the sole Member of the Company.

RECITAL

The Company has been formed as a limited liability company under the laws of the State of Delaware. In accordance with the provisions of the Delaware Limited Liability Company Act and any successor statute, as amended from time to time (the "Act"), the Member wishes to enter into this written agreement governing the affairs of the Company and the conduct of its business.

ARTICLE 1

THE LIMITED LIABILITY COMPANY

1.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Act. A certificate of formation for the Company as described in Section 18-201 of the Act (the "Certificate of Formation") has been filed in the Office of the Secretary of State of the State of Delaware in conformity with the Act.

1.2 Name. The name of the Company shall be "Summit Jones, LLC" and its business shall be carried on in such name with such variations and changes as the Member shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

1.3 Business Purpose; Powers. The Company was formed for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company. The specific purpose of the Company is to do and perform everything which may be reasonable, necessary, advisable, suitable or proper for the conduct of the Company's business, which is to acquire, entitle, develop, and/or construct improvements on and sell all or any portion of the real property described on Exhibit "A" (the "Property"). The Company will not engage in any activities not related to this specific purpose without the Manager's prior written consent.

1.4 Registered Office and Agent. The initial registered office of the Company in the State of Delaware shall be 1209 Orange Street in the City of Wilmington, County of New Castle. The Company's Registered Agent at such address shall be The Corporation Trust Company. The

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Dept. of Planning
City of Las Vegas

Member may change the registered office and registered agent at any time in compliance with the applicable provisions of the Act.

1.5 Place of Business. The Company's principal place of business will be located at 601 Carlson Parkway, Suite 200, Minnetonka, MN 55305. The Member may change the location of the Company's principal place of business.

1.6 Term. Subject to the provisions of Article 6 below, the Company shall have perpetual existence.

ARTICLE 2 THE MEMBER

2.1 The Member. The name and address of the Member is as follows:

<u>Name</u>	<u>Address</u>
Presidio Summit NV I, LLC	601 Carlson Parkway, Suite 200 Minnetonka, MN 55305

2.2 No Liability. Except as specifically provided in the Act, no Member, Manager nor Operating Manager shall be liable for the debts, obligations, or liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on a Member, Manager, Operating Manager or an officer of the Company (if any) for any or all Company debts, obligations, or liabilities.

2.3 Power to Bind the Company. The Manager shall have the authority to bind the Company to any third party with respect to any matter.

2.4 Admission of Members. New members shall be admitted only upon the approval of the Member.

2.5 Conflicts of Interest. The Member, Manager, and Operating Manager and their respective partners, agents, employees and Affiliates, may engage or invest in, independently or with others, any business activity of any type or description, including, without limitation, those that might be the same as or similar to the Company's business or that might be in direct or indirect competition with the Company. Neither the Company nor a Member shall have any right or interest in or to such other ventures or activities or the income or proceeds derived therefrom. Neither the Member, Manager nor Operating Manager shall be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Member, Manager and Operating Manager shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to Persons other than the Company. The Member hereby waives

any and all rights and claims which the Member may otherwise have against any other Member(s) (if any), Manager, Operating Manager and their respective partners, agents, employees and Affiliates as a result of any of such activities. The Member hereby warrants and represents that the Member understands and acknowledges that: (i) the Member is waiving what could otherwise be the fiduciary, loyalty, or other duty of a Member, Manager or Operating Manager to bring business opportunities to the Company and, being informed of such waiver, such Member nevertheless voluntarily consents to the provisions of this Section 2.5, and (ii) the Company's business is intended to be limited to conducting the specific business described in Section 1.3.

ARTICLE 3 MANAGEMENT

3.1 Management. The Company shall be managed by a Manager (as defined in the Act). The Member shall be the Manager of the Company (the "Manager"). The Member may resign as Manager and appoint a successor Manager at its election.

3.2 Action by Manager. The Manager shall have the authority to execute documents and instruments, enter into contracts and bind the Company to any third party with respect to any matter. Any action, decision or determination by the Manager shall constitute an action, decision or determination of the Company.

3.3 Operating Manager. Summit Homes of Nevada, LLC, a Nevada limited liability company ("Summit Homes") is hereby appointed as the Operating Manager of the Company. Subject to the provisions of this Agreement, Operating Manager is responsible for the day-to-day management, maintenance, operation, entitlement, development, and/or construction of improvements on the Property pursuant to the terms of the Business Plan (the "Project"). Operating Manager has full power and authority, acting alone or through others, in the exercise of its reasonable business judgment, to take all actions necessary or appropriate to carry out the Business Plan and perform Operating Manager's duties under this Agreement, but only to the extent consistent with and contemplated by the Business Plan. The scope of responsibilities of the Operating Manager include (but are not limited to) providing the services listed on Exhibit "B" (the "Services"). The Services may be provided by Operating Manager, its Affiliates, or third-party consultants or contractors, provided, however, Operating Manager will remain responsible to the Company for the proper performance of all Services hereunder. Operating Manager shall not make expenditures or incur costs which exceed the amounts contemplated in the Business Plan in any material way without the written consent of the Manager.

3.4 Business Plan. The Operating Manager will prepare and present to the Manager a proposed business plan for the Company for the Manager's review and approval. A business plan that is approved by the Manager is referred to herein as the "Business Plan" for the Company. The Operating Manager will present a revised business plan to the Manager for its review and approval (i) whenever there are material changes to be made thereto, (ii) at the request of the Manager, and (iii) in any event, at least annually on or before October 15th for the following calendar year. When approved by the Manager, the revised business plan shall become the

Business Plan for the Company. Attached hereto as Exhibit "C" is the initial Business Plan for the Company.

3.5 Reporting. The Operating Manager will keep the Manager apprised concerning any material events concerning the Project and/or the Services provided hereunder, and will promptly respond to the Manager's requests for information regarding the Project and promptly provide the Manager with such individual and/or periodic reports as the Manager may request. In addition, the Operating Manager shall provide the following reports to the Member:

(a) During any period when sales activity is ongoing for the Project, weekly sales reports in form and substance reasonably satisfactory to the Manager, listing all purchase contracts entered into by the Company and indicating for each such purchase contract the agreed purchase price, the amount of earnest money deposited by the purchaser, and the status of any contingencies to the purchase transaction. The report shall also indicate on a monthly and cumulative basis the number of units sold and the number of units actually closed in the Project.

(b) Monthly balance sheet/income statements and budget updates for the Company.

(c) On or before forty-five days after the end of each of the first three quarters of the Company's fiscal year, and as soon as possible after the end of each fiscal year, financial statements for such period for the Company, including a balance sheet, an income statement, updated proformas, and a statement showing the Capital Account of the Member as of the end of such period and the Distributions, if any, made to the Member. At the request of the Member, the financial statement shall be audited by a CPA firm approved by the Member.

(d) As soon as reasonably practicable after the end of the Company fiscal year, Operating Manager shall cause the Member to be furnished with a Schedule K-1 for the Company for such year together with any other schedule or statement required by federal income tax law, and shall cause the Member (and each member of the Member) to be furnished such information as is necessary to complete their respective federal and state income tax or information returns. Operating Manager shall use best efforts to furnish the Schedule K-1 such other schedules and tax information on or before February 28th of each calendar year.

3.6 Additional Responsibilities of Operating Manager. The Operating Manager shall have the following additional responsibilities:

(a) Maintenance and Protection of Property. Operating Manager shall maintain the Property free and clear of weeds, pests, debris and toxic or hazardous substances, (except for such hazardous substances that are required to operate tools or equipment related to the construction of improvements on the Property or are incorporated in materials used in improvements, in each case in compliance with all applicable laws and regulations). Such maintenance shall include all necessary erosion control measures, which shall be conducted and maintained in accordance with all applicable laws, regulations and permits. In addition, Operating Manager shall at all times reasonably protect the Property and all of the

improvements, whether or not completed, from being damaged by the work of Operating Manager, any contractor, subcontractor, consultant, or material suppliers.

(b) Taxes. Operating Manager shall obtain and verify bills for real estate and personal property taxes, assessments and other like charges which are or may become liens against any portion of the Property and pay such taxes and assessments, on behalf of the Company and at the Company's expense.

(c) Insurance. Operating Manager shall recommend to the Manager the types and amounts of insurance that Operating Manager suggests that Company carry with respect to the Project. Operating Manager shall acquire and maintain insurance against liabilities and claims related to the Company's operations and activities and the Property, in each case at the Company's expense, as the Manager shall approve. Operating Manager shall require all contractors, subcontractors, materialmen, architects, engineers, surveyors, consultants and other professionals engaged to perform work on the Project to maintain, at their expense, insurance coverages in accordance with industry practices or as otherwise required or approved by the Manager.

(d) Compliance with Laws, Policies and Procedures. Operating Manager shall comply with all laws, ordinances and regulations, permits, licenses and approvals obtained from any governmental entity in connection with the Project.

3.7 Funding. Funds required for the performance of the Services will be provided by the Company as provided in the Business Plan. The Operating Manager shall not be required to advance any of its own funds for the payment of any costs or expenses incurred by or on behalf of the Company in accordance with this Agreement, but if the Operating Manager advances the Operating Manager's own funds in payment of any such costs or expenses covered by the Business Plan, or otherwise approved in writing by the Manager, then the Company shall reimburse the Operating Manager for such costs and expenses. Invoices for services and/or materials provided by contractors, subcontractors, material suppliers, consultants or other third parties shall be reviewed and approved by the Operating Manager and paid in a timely fashion pursuant to procedures to be approved by the Manager and Operating Manager.

3.8 Reimbursement of Expenses. In addition to the payment of the amounts set forth in Section 3.7 above, the Manager and Operating Manager will be reimbursed by the Company for all reasonable and documented third party out-of-pocket costs and expenses incurred connection with the business of the Company, subject to the provisions of the Business Plan.

3.9 Compensation to Operating Manager. In consideration of performance of the Services to be provided hereunder, the Company will pay Operating Manager a monthly payment as set forth in the Business Plan (the "Monthly Fee"), payable in advance on the first day of each month. The Monthly Fee payable for any partial month shall be prorated based on the number of days in such month.

3.10 Invoices/Draws/Payments. Within ten days following the end of each calendar month, the Operating Manager will furnish the Manager an invoice (a) referencing such calendar month, (b) detailing the costs and expenses, if any, described in Sections 3.7 and 3.8 above, to be reimbursed by the Company for such calendar month, and (c) providing such supporting documentation and additional data as the Manager may reasonably request. Payment shall be due on any such invoice within thirty (30) days after receipt unless the Manager and Operating Manager mutually agree otherwise.

3.11 Execution of Documents by Operating Manager. Except as otherwise set forth in this Section, contracts and other documents related to the Services or otherwise related to the business of the Company (each, a "Contract") may be executed by Operating Manager subject to each such Contract being in compliance with the provisions of the Business Plan and with the terms of this Agreement. All Contracts executed by Operating Manager shall be in the Company's name with the Company as the party to the Contract, and executed by Operating Manager as the Operating Manager of the Company. Unless otherwise approved by Company in writing, all Contracts executed by Operating Manager shall be terminable on no more than thirty (30) days' notice. The Manager and Operating Manager shall agree upon the form of contract to be executed by contractors and subcontractors. Unless otherwise approved by the Manager in writing, all loan documents, contracts for the purchase or sale of the Property or any other real property, entitlement documents, or documents encumbering or conveying title to the Property or any portion thereof must be reviewed and signed by the Manager. The following Contracts shall be reviewed and approved by the Manager before executed by Operating Manager: any Contract over One Hundred Thousand Dollars (\$100,000.00); any Contract that is for an amount in excess of the amount contemplated in the Business Plan or otherwise not in compliance with the Business Plan; any Contract with an Affiliate of Operating Manager; and any Contract releasing, compromising, assigning, or transferring any claims, rights or benefits, or satisfying any judgment, decree, decision or settlement, including any Internal Revenue Service or state tax claims or litigation in excess of an aggregated sum of Ten Thousand Dollars (\$10,000) or settling any claim for insurance proceeds if the loss thereunder exceeds Ten Thousand Dollars (\$10,000).

3.12 Officers and Related Persons. The Manager shall have the authority to appoint and terminate officers of the Company and retain and terminate agents and consultants of the Company and to delegate such duties to any such officers, agents and consultants as the Manager deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. The Company shall not have any employees unless the Member determines otherwise.

3.13 Reliance by Third Parties. No third party dealing with the Company shall be required to ascertain whether the Manager, Operating Manager or any Officer is acting in accordance with the provisions of this Agreement. All third parties may rely on a document executed by the Manager or Operating Manager (or an Officer duly authorized by the Manager to execute such document) as binding the Company.

3.14 Ownership of Plans and Materials. All plans and specifications and all marketing and sales materials, including advertising and promotional materials prepared in connection with

the Project by or for Operating Manager, shall be solely the property of the Company.

3.15 Bank Accounts. The Company shall establish and maintain such bank accounts as the Manager shall approve. Both the Manager and the Operating Manager shall be signers on the Company bank accounts.

3.16 Removal of Operating Manager. Summit Homes may be removed as Operating Manager for Cause. "Cause" is defined to mean (i) fraud or willful wrongdoing (including dishonesty, theft, or other criminal acts) or (ii) Summit Homes's material breach of this Agreement regarding its duties as Operating Manager under this Agreement or of the duties imposed on Summit Homes by law, which breach is not cured by Summit Homes within ten (10) days after written notice of such material breach has been delivered to Summit Homes by the Member, Manager, or a manager of the Member, or if such cure requires longer than ten (10) days, which is not commenced within such ten (10) days and is not diligently pursued and cured within a reasonable time thereafter. Upon removal of Summit Homes as Operating Manager pursuant to this Section 3.16, a replacement Operating Manager may be appointed by the Manager.

ARTICLE 4

CAPITAL STRUCTURE AND CONTRIBUTIONS

4.1 Capital Structure. The capital structure of the Company shall consist of one class of membership interest (the "Membership Interest"). Subject to the provisions of Article VII, the Member shall own all of the Membership Interests in the Company as set forth on Exhibit "D".

4.2 Capital Contributions. The Member will make initial capital contributions in an amount determined by the Manager as sufficient for the formation and initial capital needs of the Company. From time to time, the Manager may determine that the Company requires additional capital and may require the Member to make additional capital contribution(s) in an amount determined by the Manager. A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

ARTICLE 5

PROFITS, LOSSES AND DISTRIBUTIONS

5.1 Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Member. In each year, profits and losses shall be allocated entirely to the Member.

5.2 Distributions. The Manager shall determine when profits are available for distribution and the amount, if any, to be distributed to the Member, and shall distribute to the Member the determined amount when, as and if declared by the Manager.

ARTICLE 6

EVENTS OF DISSOLUTION

The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events:

- (a) At the election of the Member; or
- (b) A judicial dissolution of the Company under Section 18-802 of the Act.

ARTICLE 7

TRANSFER OF INTERESTS IN THE COMPANY

The Member may sell, assign, transfer, convey, gift, exchange or otherwise dispose of (a "Transfer") any or all of its Membership Interests in the Company or any portion thereof or any interest therein at its election.

ARTICLE 8

EXCULPATION AND INDEMNIFICATION

8.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Member, Manager or Operating Manager, nor any officers, managers, members, employees, or Affiliates of the Member, Manager or Operating Manager, nor any Officer of the Company, if any, (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

8.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence, (ii) any Claim against such Covered Person brought by the Company, or by the Member or a manager of the Member or (iii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's

rights to indemnification hereunder or (B) was authorized or consented to by the Manager

8.3 Amendments. Any repeal or modification of this Article 8 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article 8, with respect to the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 9 MISCELLANEOUS

9.1 Tax Treatment. Unless otherwise determined by the Member, the Company shall be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

9.2 Amendments. This Agreement may be amended or modified from time to time only by a written instrument signed by the Member.

9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

9.5 Limited Liability Company. The Member intends to form a limited liability company under the laws of the State of Delaware.

9.6 Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one Agreement, binding on all parties, notwithstanding that all the parties have not signed the same counterparts.

9.7 Notice. Addresses for notices given under this Agreement shall be as set forth on Exhibit "E" attached hereto.

9.8 Certain Definitions. As used herein, the following terms shall have the following meanings:
1167431.19

"Affiliate" means (1) any Person directly or indirectly Controlling, Controlled by or under common Control with another Person; (2) any Person owning or Controlling fifty percent (50%) or more of the outstanding voting securities of such other Person; and (3) if that other Person is an officer, director, member or partner thereof, any company for which such Person acts in any such capacity; and (4) a member of such Person's Immediate Family.

"Control," including the correlative terms "Controlling", "Controlled by" and "Under Common Control with" means possessing, directly or indirectly, the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person. Without limiting the effect of the preceding sentence, Control will be deemed to exist (but will not be limited to) when a Person possesses, directly or indirectly, through one or more intermediaries (i) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); or (iii) in the case of any other Person, 50% or more of the economic or beneficial interest therein.

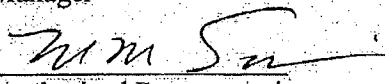
"Immediate Family" means a person's spouse, parents, children, grandchildren, and great grandchildren (children, grandchildren, and great grandchildren include those that are natural, adopted, and step).

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, domestic or foreign, permitted to be a member of a limited liability company under the Act.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day first above written.

PRESIDIO SUMMIT NV I, LLC
a Delaware limited liability company

By: Presidio Merced Land IV Active, LLC
a Delaware limited liability company
Its: Co-Manager

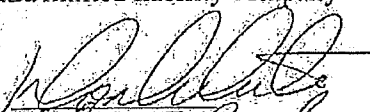
By: 
Its: Authorized Representative

By: Summit Homes of Nevada, LLC
a Nevada limited liability company
Its: Co-Manager

By: 
Its: President

The undersigned consents to act as Operating Manager pursuant to the terms set forth above.

Summit Homes of Nevada, LLC
a Nevada limited liability company

By: 
Its: President

SUMMIT HOMES OF NEVADA LLC

Business Entity Information

Status:	Active	File Date:	10/22/2013
Type:	Domestic Limited-Liability Company	Entity Number:	E0510432013-7
Qualifying State:	NV	List of Officers Due:	10/31/2015
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20131621099	Business License Exp:	10/31/2015

Additional Information

Central Index Key:	
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Registered Agent Information

Name:	LINDSEY WHITE	Address 1:	220 PIAZZA DEL VERANO
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89138
Phone:		Fax:	
Mailing Address 1:	PO BOX 36848	Mailing Address 2:	
Mailing City:	LAS VEGAS	Mailing State:	NV
Mailing Zip Code:	89133		
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

— Officers

☐ Include Inactive Officers

Manager - NATHAN WHITE

Address 1:	PO BOX 36848	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89133	Country:	USA
Status:	Active	Email:	

— Actions\Amendments

Action Type:	Articles of Organization		RECEIVED
Document Number:	20130689713-90	# of Pages:	1
File Date:	10/22/2013	Effective Date:	DEC 14 2013

SDR-62572

Dept of Planning
City of Las Vegas

(No notes for this action)

Action Type:	Initial List		
Document Number:	20130689714-01	# of Pages:	1
File Date:	10/22/2013	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	20140763824-37	# of Pages:	1
File Date:	11/17/2014	Effective Date:	

(No notes for this action)



DEPARTMENT OF PLANNING

MINOR MODIFICATION SUBMITTAL REQUIREMENTS

APPLICATION/PETITION FORM: A completed Application/Petition Form is required. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. Non-Property Owner: An application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the Minor Modification is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the Minor Modification application and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to be bound by the requested Minor Modification.

DEED & LEGAL DESCRIPTION: In order to verify ownership, a copy of the recorded deed(s) for the subject property(ies), including exhibits and attachments, is required. The deed and all attachments must be legible. In most cases, the legal description on the deed is sufficient.

JUSTIFICATION LETTER: A detailed letter that explains the request, the intended use of the property, and how the project meets/supports existing City policies and regulations is required.

SUMMERLIN DESIGN APPROVAL LETTER (If Applicable): A letter from the Summerlin Design Review Committee that indicates approval of the proposed development is required.

FEES: \$300

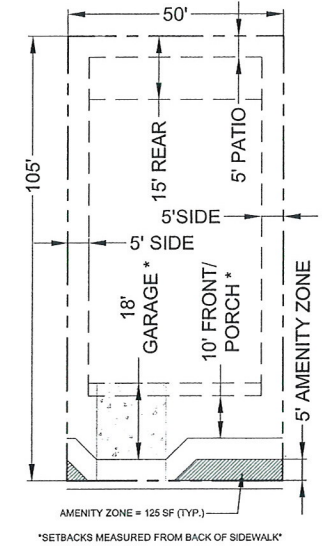
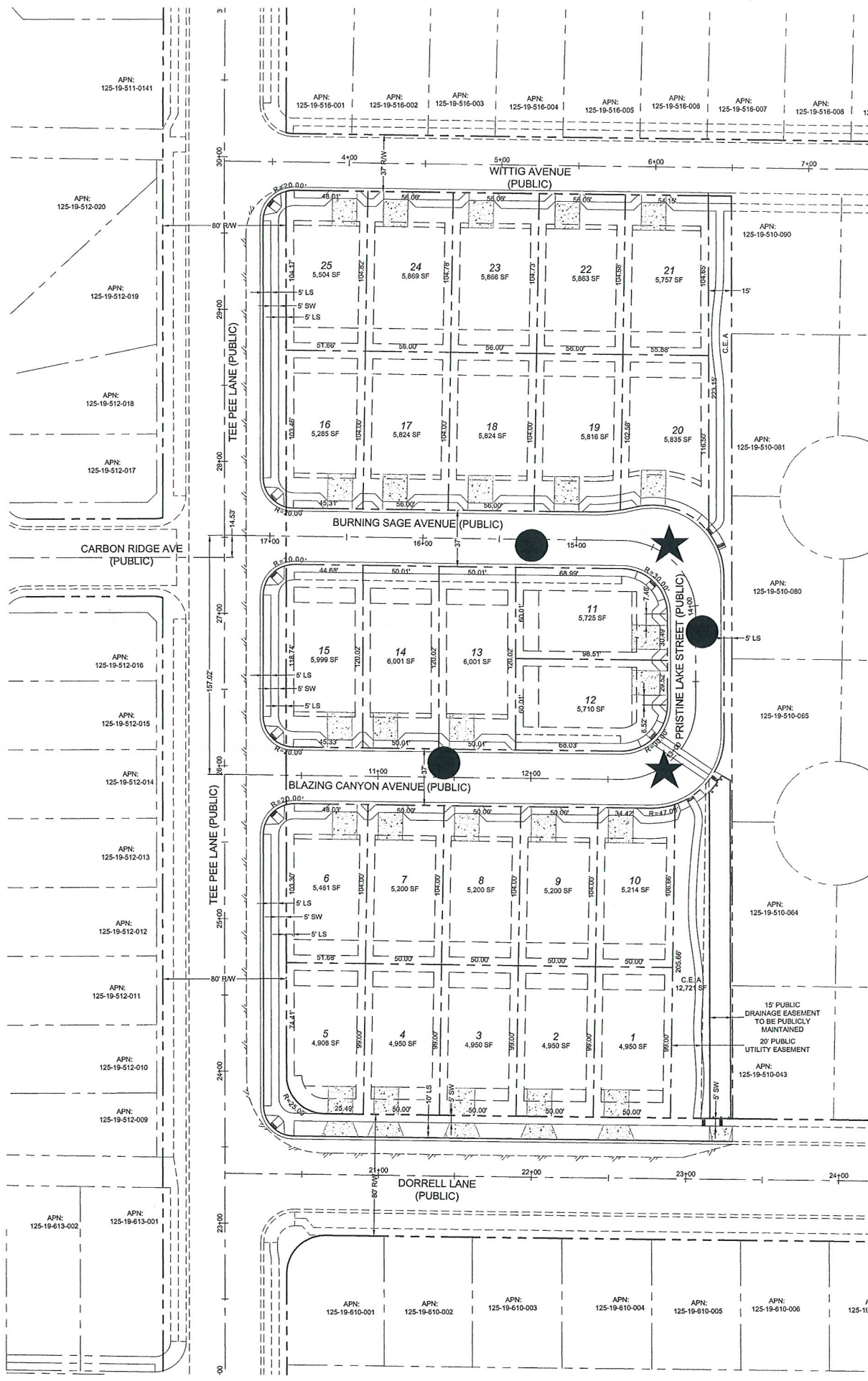
ALL PLANS SUBMITTED MUST BE NO SMALLER THAN 11x17 AND NO LARGER THAN 24x36.

SITE PLAN: (18 folded) Draw to scale and make legible: the entire subject parcel(s), all proposed and existing structures, utility easements and locations, signage, and adjacent streets. Site Plans must include:

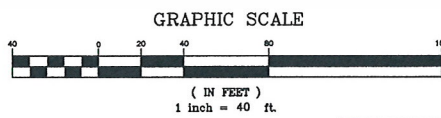
- | | | |
|--|---|--|
| ☐ PROPERTY LINES CALLED OUT | ☐ ADJACENT LAND USES/STREETS | ☐ PARKING ANALYSIS |
| ☐ DIMENSIONS (ACTUAL)/SCALE | ☐ LANDSCAPE AREAS | ☐ BUILDING SIZE (SQ. FT.) |
| ☐ STREET NAMES | ☐ VICINITY MAP | ☐ PROPERTY SIZE (SQ. FT.) |
| ☐ PARKING SPACES | ☐ NORTH ARROW | ☐ F.A.R. (FLOOR AREA RATIO) |
| ☐ INGRESS/EGRESS | ☐ SCALE | ☐ DENSITY |

STATEMENT OF FINANCIAL INTEREST: A completed Statement of Financial Interest is required.

FILE NAME:



TYPICAL SETBACK DIAGRAM



CONNECTIVITY RATIO CALCS.
TOTAL LINKS: 3.0
TOTAL NODES: 2.0
CONNECTIVITY RATIO = 3.0/2.0 = 1.5

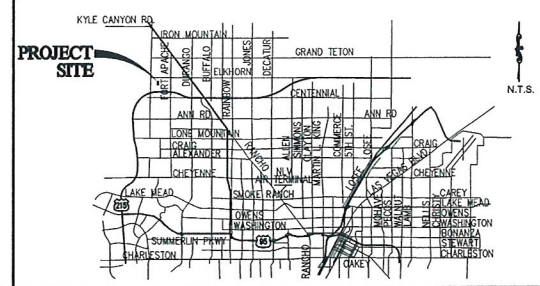
LEGAL DESCRIPTION

A PORTION OF THE WEST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

LOCATION MAP



VICINITY MAP



SITE INFORMATION

ASSESSORS PARCEL NUMBER	125-19-501-015 & 125-19-501-027
PROPOSED USE OF PROPERTY	SINGLE FAMILY RESIDENTIAL SUBDIVISION
EXISTING ZONING	TC
PROPOSED ZONING	TC
TOTAL PROPOSED LOTS	25 RESIDENTIAL LOTS
GROSS ACREAGE	5.0 AC
NET ACREAGE	4.49 AC
DENSITY (BASED ON GROSS ACREAGE)	5 LOTS/ACRE
PARKING REQUIRED	2 PER UNIT = 50 SPACES
PARKING PROVIDED	50 SPACES TOTAL (25, 2-CAR GARAGES & 25, 2-CAR DRIVEWAYS)
OPEN SPACE REQUIRED	217800 SQ. FT. X 5% = 10890 SQ. FT.
OPEN SPACE PROVIDED	C.E. 'A' = 12,721 SQ. FT. LOT AMENITY ZONES = 3,790 SQ. FT. TOTAL OPEN SPACE: 12,721 + 3,790 = 16,511 SQ. FT.

LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES BE PLANTED A MAXIMUM OF 30' FT ON CENTER (ON TEE PEE AND DORRELL). LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

SHRUBS ARE REQUIRED IN ALL BUFFER AREAS, WITH A MINIMUM OF FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE.

GROUND COVERS SHALL BE INSTALLED IN ALL LANDSCAPED AREAS. NON-VEGETATIVE GROUND COVERS SHALL INCLUDE, WITHOUT LIMITATIONS, ROCKS AND SMALL STONE, CRUSHED ROCK AND BARK, INSTALLED TO A MINIMUM DEPTH OF TWO INCHES IN ALL AREAS.

A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE. LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 19 AND CLV REQUIREMENTS

DEVELOPMENT NOTES:

- THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
- THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES, A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
- THIS SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE, A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

DEVELOPMENT STANDARDS

SINGLE-FAMILY RESIDENTIAL DISTRICT
MAXIMUM LOT SIZE: 6,000 SQ. FT.
MINIMUM LOT SIZE: 4,908 SQ. FT.
AVERAGE LOT SIZE: 5,515 SQ. FT.
MAX. HEIGHT: 35 FEET
MAXIMUM ALLOWABLE LOT COVERAGE: 55%
MAXIMUM PROVIDED LOT COVERAGE: 54%

SETBACKS

GARAGE: 18 FEET
FRONT & PORCH: 10 FEET
INTERIOR SIDE YARD: 5 FEET
STREET CORNER SIDE: 10 FEET LOTS 11 & 12
STREET CORNER SIDE: 5 FEET (LOTS ABUTTING TEE PEE)
REAR YARD: 15 FEET / PATIO: 5 FEET

UTILITY COMPANIES

NV ENERGY
6226 W. SAHARA AVE, 387-5555
CENTRAL TELEPHONE COMPANY
DBA CENTURY LINK
6550 VIA AUSTI PARKWAY, 244-7400
COX COMMUNICATIONS
1700 VEGAS DRIVE, 598-2100
SOUTHWEST GAS CORP.
6355 SHATZ STREET, 365-2202
SILVER STATE DISPOSAL SERVICE INC.
770 E. SAHARA AVE, 735-5151
CITY OF LAS VEGAS (SEWER)
333 N. RANCHO DRIVE, 229-6276
LAS VEGAS VALLEY WATER DISTRICT (WATER)
1001 SOUTH VALLEY VIEW BLVD, 870-2011

SEWER FLOW CALCULATIONS

AVERAGE FLOW =
25 LOTS X 0.00025 MGD = 0.00625 MGD
PEAK FLOW =
0.00625 MGD X 3.5 = 0.0219 MGD
PEAK WET FLOW =
0.0105 MGD X 1.25 = 0.0274 MGD

OWNERS

125-19-501-015
JANSEN FAMILY TRUST, JANSEN WILLIAM D & NORA TRS
2491 TEE ST
LAS VEGAS NV 89142
125-19-501-027
VISTA VERDE HOLDINGS LLC
3455 CLIFF SHADOWS PKWY #220
LAS VEGAS NV 89129

ENGINEER

TANEY ENGINEERING
6050 S. JONES BLVD, SUITE #100
LAS VEGAS, NEVADA 89118
PHONE: 702-352-8844
FAX: 702-352-5333

SUBDIVIDER/DEVELOPER

ADAVEN HOMES
3425 CLIFF SHADOW PARKWAY
LAS VEGAS, NEVADA 89129
TEL: (702) 365-5583 FAX: (702) 365-5583

FLOOD ZONE

THE PROJECT SITE IS IN ZONE X, AN AREA OUTSIDE THE 100-YEAR FLOOD PLAIN. FIRM PANEL 32003C2135F, DATED NOVEMBER 16, 2011.

LEGEND

- | | |
|--------------------------------|---------|
| DESIGN ELEVATION | 10.00 |
| EXISTING ELEVATION | (10.00) |
| SCARP (SLOPE VARIES) | |
| EXISTING CONTOUR (1' INTERVAL) | |
| EXISTING CONTOUR (5' INTERVAL) | |
| DIRECTION OF FLOW | |
| RETAINING WALL | |
| CENTERLINE | |
| RIGHT-OF-WAY | |
| CUT LINE-ASPHALT | |
| EASEMENT | |
| BOUNDARY LINE | |
| SEWER LINE | |
| WATER LINE | |
| PROPERTY LINE | |
| FIRE HYDRANT | |
| CONNECTIVITY NODE | |
| CONNECTIVITY LINK | |
| CONNECTIVITY HALF LINK | |

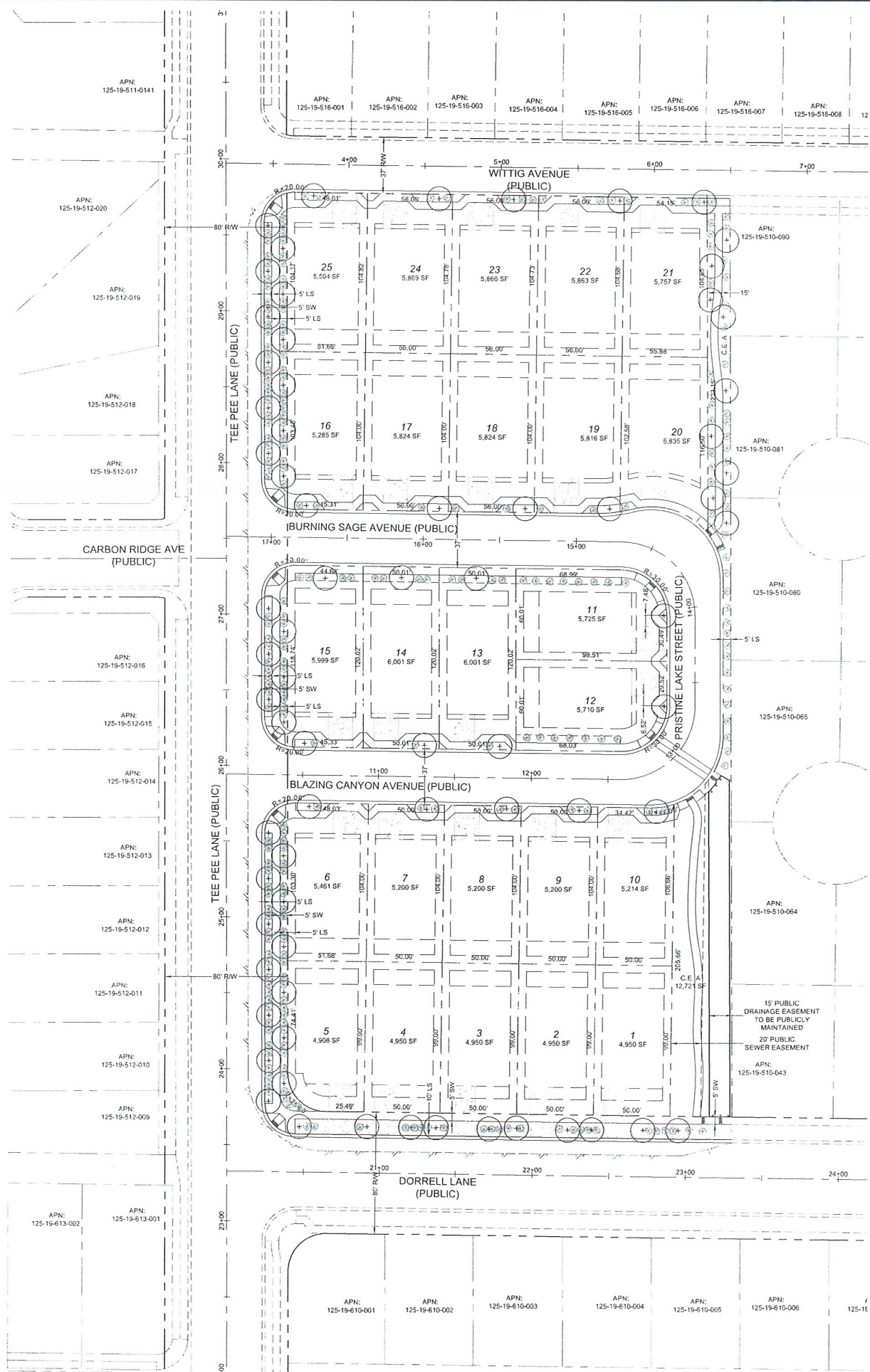
ABBREVIATIONS

- | | | | |
|----------|---------------------------------|------|-----------------|
| AC | ASPHALTIC CONCRETE | RT | RIGHT |
| BC | BACK OF CURB | R/W | RIGHT-OF-WAY |
| B/C | BACK OF CURB RADIUS | SS | SANITARY SEWER |
| BVC | BEGINNING OF VERTICAL CURVE | SW | SEWAGE |
| BM | BENCHMARK | STA | STATION |
| CATV | CABLE TELEVISION | SD | STORM DRAIN |
| CL | CENTERLINE | STD | STANDARD |
| CLC | CITY OF CLARK COUNTY | SL | STREET LIGHT |
| CC | CLARK COUNTY | TC | TOP OF CURB |
| CO | CLEAN OUT | TYP | TYPICAL |
| CY | CUBIC YARD | VERT | VERTICAL |
| DI | DROP INLET | VC | VERTICAL CURVE |
| DG | DESIGN GRADE | VG | VALLEY GUTTER |
| EP | EDGE OF PAVEMENT | W | WATER |
| EX | EXISTING | WCP | WATER-CLAY PIPE |
| EC | END OF VERTICAL CURVE | WM | WATER METER |
| FF | FINISH GRADE | | |
| FF | FINISH FLOOR ELEVATION | | |
| FT | FEET | | |
| FM | FIRE METER | | |
| FL | FLOW LINE | | |
| FB | GRADE BREAK | | |
| HP | HIGH POINT | | |
| INV | INVERT | | |
| LF | LINEAR FEET | | |
| LVVWD | LAS VEGAS VALLEY WATER DISTRICT | | |
| MAX | MAXIMUM | | |
| MIN | MINIMUM | | |
| NTS | NOT TO SCALE | | |
| OC | ON CENTER | | |
| PI | POINT OF INTERSECTION | | |
| PRC | POINT OF REVERSE CURVE | | |
| PT | POINT OF TANGENCY | | |
| PCC | POINT OF COMPOUND CURVE | | |
| PP | POWER POLE | | |
| PL | PROPERTY LINE | | |
| PULL BOX | PULL BOX | | |
| R | RADIUS | | |

Call Two Working Days Before You Dig!



DATE	12/11/2015
APPR	
BY	ADV-15-011
SHTS	1 OF 1
REVISIONS	
DESCRIPTION	
NO.	
ADAVEN HOMES	3425 CLIFF SHADOW PARKWAY LAS VEGAS NV 89129 FAX: (702) 365-5583
TANEY ENGINEERING	6050 S. JONES BLVD STE 100 LAS VEGAS, NV 89118 PHONE: (702) 352-8844 FAX: (702) 352-5333
EST. 2000	
TEE PEE & DORRELL	
SINGLE FAMILY RESIDENTIAL	
SITE PLAN	
BRIAN E. MYERS	Exp. 12-31-15 No. 23550
DATE	12/11/2015
SCALE	1"=40'
JOB NO.	ADV-15-011
DESIGNED BY	BP
CHECKED BY	BM
SHEET NAME	SP1
SHEET NUMBER	1 OF 1
CITY OF LAS VEGAS	



TREE / PLANT SCHEDULE (TEE PEE LANE)

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
+	PER PLAN	24" Box	30' On Center	MEXICAN FAN PALM	Washingtonia robusta
✿	PER PLAN	1 - 5 Gallon	4 PER MONDEL PINE	TEXAS SAGE	Leucophyllum frutescens

TREE / PLANT SCHEDULE (DORRELL LANE)

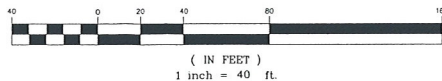
SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
+	PER PLAN	24" Box	30' On Center	MEXICAN FAN PALM	Washingtonia robusta
✿	PER PLAN	1 - 5 Gallon	4 PER MONDEL PINE	TEXAS SAGE	frutescens

RECEIVED

DEC 29 2015

City of Las Vegas
Dept. of Planning

GRAPHIC SCALE

CONNECTIVITY
RATIO CALCS.TOTAL LINKS: 3.0
TOTAL NODES: 2.0
CONNECTIVITY RATIO = 3.0/2.0 = 1.5

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 80 EAST, M.D.M. CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

LOCATION MAP



VICINITY MAP



SITE INFORMATION

ASSESSORS PARCEL NUMBER	125-19-501-015 & 125-19-501-027
PROPOSED USE OF PROPERTY	SINGLE FAMILY RESIDENTIAL SUBDIVISION
EXISTING ZONING	TC
PROPOSED ZONING	TC
TOTAL PROPOSED LOTS	25 RESIDENTIAL LOTS
GROSS ACREAGE	5.0 AC
NET ACREAGE	4.49 AC
DENSITY (BASED ON GROSS ACREAGE)	5 LOTS/ACRE
PARKING REQUIRED	2 PER UNIT = 50 SPACES
PARKING PROVIDED	50 SPACES TOTAL (25, 2-CAR GARAGES & 25, 2-CAR DRIVEWAYS)
OPEN SPACE REQUIRED	217800 SQ. FT. X 5% = 10890 SQ. FT.
OPEN SPACE PROVIDED	C.E. 'A' = 12,721 SQ. FT. LOT AMENITY ZONES = 3,790 SQ. FT. TOTAL OPEN SPACE: 12,721 + 3,790 = 16,511 SQ. FT.

LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES BE PLANTED A MAXIMUM OF 30' ON CENTER ON TEE PEE AND DORRELL. LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

SHRUBS ARE REQUIRED IN ALL BUFFER AREAS, WITH A MINIMUM OF FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE.

GROUND COVERS SHALL BE INSTALLED IN ALL LANDSCAPED AREAS. NON-VEGETATIVE GROUND COVERS SHALL INCLUDE, WITHOUT LIMITATIONS, ROCKS AND SMALL STONE, CRUSHED ROCK AND BARK, INSTALLED TO A MINIMUM DEPTH OF TWO INCHES IN ALL AREAS.

A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 19 AND CLV REQUIREMENTS.

DEVELOPMENT NOTES:

- THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
- THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
- THIS SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

DEVELOPMENT
STANDARDSSINGLE - FAMILY RESIDENTIAL DISTRICT
MAXIMUM LOT SIZE: 6,000 SQ. FT.
MINIMUM LOT SIZE: 4,908 SQ. FT.
AVERAGE LOT SIZE: 5,515 SQ. FT.
MAX. HEIGHT: 35 FEET
MAXIMUM ALLOWABLE LOT COVERAGE: 55%
MAXIMUM PROVIDED LOT COVERAGE: 54%

SETBACKS

GARAGE: 18 FEET
FRONT & PORCH: 10 FEET
INTERIOR SIDE YARD: 5 FEET
STREET CORNER SIDE: 10 FEET LOTS 11 & 12
STREET CORNER SIDE: 5 FEET LOTS
ABUTTING TEE PEE

REAR YARD: 15 FEET / PATIO: 5 FEET

UTILITY COMPANIES

NV ENERGY
6226 W. SAHARA AVE, 367-5555CENTRAL TELEPHONE COMPANY
DBA CENTURY LINK
6550 VIA AUSTI PARKWAY, 244-7400CDX COMMUNICATIONS
1700 VEGAS DRIVE, 598-2100SOUTHWEST GAS CORP.
6355 SHATZ STREET, 365-2202SILVER STATE DISPOSAL SERVICE INC.
770 E. SAHARA AVE, 735-5151CITY OF LAS VEGAS (SEWER)
333 N. RANCHO DRIVE, 228-6276LAS VEGAS VALLEY WATER DISTRICT (WATER)
1001 SOUTH VALLEY VIEW BLVD, 870-2011LAS VEGAS VALLEY WATER DISTRICT (WATER)
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1001 SOUTH VALLEY VIEW BLVD, 870-2011

OWNERS

125-19-501-015
JANSEN FAMILY TRUST, JANSEN WILLIAM D & NORA TRS
2491 TEE ST
LAS VEGAS NV 89142

ENGINEER

TANEY ENGINEERING
6050 S. JONES BLVD, SUITE #100
LAS VEGAS, NEVADA 89118
PHONE: 702-362-8944
FAX: 702-362-5233

SUBDIVIDER/DEVELOPER

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3425 CLIFF SHADOW PARKWAY
LAS VEGAS, NEVADA 89129
TEL.: (702) 365-4588 FAX: (702) 365-4588

FLOOD ZONE

THE PROJECT SITE IS IN ZONE X, AN AREA OUTSIDE THE
100-YEAR FLOOD PLAIN. FIRM PANEL 32003C2135F.
DATED NOVEMBER 16, 2011.

LEGEND

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EXISTING ELEVATION
SCARP (SLOPE VARIES)
EXISTING CONTOUR (1' INTERVAL)
EXISTING CONTOUR (5' INTERVAL)
DIRECTION OF FLOW
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CENTERLINE
RIGHT-OF-WAY
CUT LINE-ASPHALT
EASEMENT
BOUNDARY LINE
SEWER LINE
WATER LINE
PROPERTY LINE
FIRE HYDRANT
CONNECTIVITY NODE
CONNECTIVITY HALF LINK10.00
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(10.00)10.00
(10.00)Call Two Working Days
Before You Dig!Dig Safely. Dig Safely
1-800-227-2600

DATE	12/29/2015
SCALE	1"=40'
JOB NO	ADV-15-011
DESIGNED BY	BP
CHECKED BY	BM
SHEET NAME	LS1
SHEET NUMBER	1 OF 1
CITY OF LAS VEGAS	