



# *Toll Brothers*

AMERICA'S LUXURY HOME BUILDER®



1140 N. TOWN CENTER DR #250  
LAS VEGAS, NV 89144  
RHOGAN@TOLLBROTHERS.COM  
TOLLBROTHERS.COM

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## COMPANY PROFILE

### INSTITUTION OVERVIEW

- Founded in 1967, NYSE-listed (TOL) in 1986
- 5<sup>th</sup> Largest U.S. homebuilder by revenues
- Build in 24 states & 50+ markets – 9 new markets since 2018
- Positioned for growth with greatest product diversification in the industry
- Leadership in Luxury market, growing Affordable Luxury business, strong presence in Active Adult market, Urban/Suburban communities
- Industry-leading reputation and brand
- 10<sup>th</sup> year on Fortune World's Most Admired Companies List

### FINANCIAL & MANAGEMENT STRENGTH

- Solid balance sheet with ~\$2.7BN of liquidity
- Strong credit ratings: Standard & Poor's (BB+ Stable), Moody's (Ba1 Positive), Fitch (BBB-Stable)
- Expect to generate approx. \$750MM of cash from operations in FY 2021
- Executives & directors own ~9% of shares
- 4,500 Employees; Average Senior Management tenure of 16 years
- Industry-leading ESG Reporting; Commitment to Diversity & Inclusion

### THE DOMINANT PLAYER WITH FEW COMPETITORS IN THE LUXURY MARKET

- Nationally-recognized, award-winning brand
- Our build-to-order model meets the needs of buyers who have the desire and means to personalize their homes
- Luxury communities in desirable locations in both high-growth and high barrier-to-entry markets
- Growing affordable luxury business – 44% of unit deliveries in Q3 2021
- Strong Land Position – control approx. 79,500 lots (37,500 owned / 42,000 optioned), most acquired at pre-COVID pricing, supporting strong community count growth in 2021 and 2022
- Proven management team with established track record and economic interests aligned with shareholders

### CURRENT MARKET CONDITIONS ARE SUSTAINABLE AND PLAY TO TOLL BROTHERS' STRENGTHS

- Pent-up demand – estimated underproduction shortfall of 6.1 million homes: 2008 – 2020

- Limited resale supply driving buyers to new home market
- Strong demand for resales, in combination with home price, give our buyers confidence they can sell their current home
- Our buyers benefit from appreciation in their existing home & equity markets
- Demographics – Millennials entering home-buying years; Baby Boomers making their next home move
- Low mortgage rates – driving affordability for new homes
- Remote work – adoption of work-from-home accelerated due to pandemic
- Migration – homebuyers can now choose where they want to live

## EXPERIENCE

- Toll Brothers entered the Las Vegas Valley in 1997. Toll Brothers' Las Vegas Division has since constructed 2000 homes since 2016. Below are 3 examples of recent projects currently under construction.
  - **Everleigh at Cadence Master Planned Community**
    - Everleigh at Cadence offers three exceptionally priced, luxury single-story home designs in an ideal neighborhood conveniently located in an amenity rich master plan with parks and walking trails.
  - **Montrose at Skye Canyon Master Planned Community**
    - Located in the amenity-rich and tranquil Skye Canyon master plan, the Montrose collection is a private, gated community offering single-story home designs with 3-car garages and community pool.
  - **Cordillera**
    - Cordillera by Toll Brothers is a luxury townhome community that features three open-concept townhome designs with attached two-car garages. Entry courtyards, covered patios, and optional rooftop decks provide homeowners the outdoor living space they crave with low-maintenance townhome living. The community's location in Redpoint Square gives that urban touch while still having access to miles of master plan trails and close proximity to an abundance of outdoor recreational opportunities.

## REFERENCES

### CITY OF LAS VEGAS BUILDING DEPT

- Name: Michael Cunningham
- Title: Deputy Building & Safety Director at City of Las Vegas
- Address: 495 S. Main St, Las Vegas, NV 89101
- Phone Number: (702) 229-2002
- Email: mcunningham@lasvegasnevada.gov

### CITY OF HENDERSON

- Name: Christopher Barnes
- Title: Development Services Center Manager
- Address: 240 Water Street, Henderson, NV 89015
- Phone Number: (702) 804-2125
- Email: Christopher.Barnes@cityofhenderson.com

### NV STATE CONTRACTORS BOARD

- Name: Julio Sabates
- Title: Investigations Supervisor
- Address: 2310 Corporate Cir Suite 200, Henderson, NV 89074
- Phone Number: (702) 486-1137
- Email: jrsabates@gmail.com

### SOUTHERN NEVADA HOMEBUILDERS ASSOCIATION

- Name: Nat Hodgson
- Title: Chief Executive Officer
- Address: 4175 S. Riley St, Las Vegas, NV 89147
- Phone Number: (702) 794-0117 Ext. 106
- Email: nat@snhba.com

## PROPOSAL

September 15, 2021

Boulder City Council  
City of Boulder City  
401 California Avenue  
Boulder City, NV 89005

RE: 43.62 Acres located south of Adams Blvd. and Bristlecone Drive in Boulder City, Nevada (APN 186-17-601-002 and APN 186-08-401-013), Hereinafter referred to as "Property"

Dear Council Members,

This letter shall constitute a non-binding letter of intent ("LOI") regarding the purchase by Toll South LV LLC ("Buyer") and City of Boulder City ("Seller"). If accepted, this LOI shall serve as the basis of a formal, binding Purchase and Sale Agreement ("PSA").

1. Purchase Price:
  - **Site Plan #1 – 2 Distinct Developments (Communities) each with their own entrance**
    - \$28,571,100 (\$655,000 per Acre) with Buyer constructing the storm sewer improvement.
    - \$29,443,500 (\$675,000 per Acre) with the City of Boulder City establishing a SID for the storm sewer improvement.
  - **Site Plan #2 - 2 Distinct Developments (Communities) each with their own entrance**
    - \$23,991,000 (\$550,000 per Acre) with Buyer constructing the storm sewer improvement.
    - \$24,863,400 (\$570,000 per Acre) with the City of Boulder City establishing a SID for the storm sewer improvement.
2. Terms: Purchase Price shall be paid in cash.
3. Opening of Escrow: Opening of Escrow shall occur upon Escrow Company's Receipt of EMD and fully executed PSA.
4. Deposits: Within Five (5) Business Days from mutual execution of the PSA, Buyer shall deposit \$300,000 into the escrow account as an Earnest Money Deposit ("EMD").
5. Feasibility Period: Buyer shall have Ninety (90) days to conduct studies, tests, and any other analysis necessary for the development, construction, and marketability of the proposed project. If Buyer, during this period, in its sole discretion, determines that the Property is not suitable for its use, then Buyer shall be entitled to terminate the escrow, with a full refund of EMD. If Buyer chooses to proceed, and submits the Notice To Proceed, the Buyer shall waive any conditions, except for the conditions below, to the purchase and the deposit shall become non-refundable.

6. Close of Escrow: Close of Escrow is contingent upon Buyer obtaining Entitlements approval consisting of Zoning and Tentative Map for 2 distinct developments (communities) in accordance with a. or b. below.
  - a. **Site Plan #1** – R1-5 and R1-7 zoning and tentative map with a minimum of 177 lots (78 lots with a minimum lot size of 50' x 100' and 99 lots with a minimum lot size of 70' x 100').
  - b. **Site Plan #2** – R2 (Duplexes) and R1-7 zoning and tentative map with a minimum of 181 lots (82 duplex lots with a minimum lot size of 96' x 102' for each duplex and 99 lots with a minimum lot size of 70' x 100').

Close of Escrow shall occur in 3 takedowns. The first close of escrow shall occur 15 days after the civil improvement plans are mylar ready (\$9,825,000 for Site Plan #1 and \$8,250,000 for Site Plan #2). The second takedown shall occur no earlier than 12 months after the first takedown or November 2022 (\$9,825,000 for Site Plan #1 and \$8,250,000 for Site Plan #2). The third takedown shall occur no earlier than the second takedown or November 2023 (\$8,921,100 for Site Plan #1 and \$7,491,000 for Site Plan #2).

7. Value Added Proposition: Buyer is willing to build the Boulder City Community Pool (manage the design and building process). The payment schedule of funds for design, construction, and management shall be no earlier than timing of the land takedowns.
8. Escrow and Title: Taxes shall be apportioned pro-rata as of the date of Close of Escrow. Any escrow fees charged by the escrow agent shall be paid equally by Buyer and Seller. Buyer shall pay the cost of the Buyer's title policy and the real property transfer tax imposed on the GBS Deed pursuant to NRS Chapter 375.
9. Preparation of Purchase and Sale Agreement: Seller shall, at its own expense, prepare the PSA upon mutual agreement of the LOI (the general terms listed above). Buyer and Seller both shall proceed in good faith to negotiate and finalize the PSA following acceptance of this LOI, understanding that the LOI is not binding until the PSA has been mutually executed by both parties.

Thank you,



Roberta M. Hogan  
Vice President, Land Acquisition – Las Vegas Division  
Toll Brothers, Inc.  
(702) 283-8018

# PROPOSAL #1 SITE PLAN

## 2 DISTINCT DEVELOPMENTS (COMMUNITIES) WITH THEIR OWN ENTRANCES

78 lots – 50' x 100' minimum

- Single story product with 2 car garages
- 2 floor plans (1,750 and 1,850) with 4 exterior elevations.

99 lots – 70' x 100' minimum

- Single story product with 3 car garages
- 3 floor plans (1,750 and 1,850) with 3 exterior elevations



# PROPOSAL #1

# LANDSCAPING PLAN



PLANT MATERIALS LEGEND				
Sym.	Plant Name	Size	Qty	Remarks
<b>Trees</b>				
	<i>Clear ovata</i> 'Swan Hill' Swan Hill Olive	30' box	-	Mult
	<i>Pistacia</i> 'Red Push' Red Push Pistache	30' box	-	Standard
	<i>Pyrus calleryana</i> 'Aristocrati' Aristocrat Pear tree	30' box	-	Standard
	<i>Flora agnes-cattus</i> Chaste tree	30' box	-	Mult
<b>Shrubs</b>				
	<i>Buxus microphylla japonica</i> Boxwood	5 gal.	-	
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	-	
	<i>Calliandra eriophylla</i> Fairy Fairy Duster	5 gal.	-	
	<i>Calliandra verticillata</i> 'Little John' Scillebrush	5 gal.	-	
	<i>Chamaecrista canescens</i> Bush Morning Glory	1 gal.	-	
	<i>Dalea frutescens</i> Black Dalea	5 gal.	-	
	<i>Dodonaea viscosa</i> Hop Bush	15 gal.	-	
	<i>Dodonaea viscosa</i> 'Purpurea' Purple Hop Bush	15 gal.	-	
	<i>Eriogonum fasciculatum</i> 'Blue Bell' Blue Bell Eriogonum	5 gal.	-	
	<i>Eriogonum fasciculatum</i> 'Valentine' Valentine Shrub	5 gal.	-	
	<i>Eriogonum fasciculatum</i> Turquoise Shrub	5 gal.	-	
	<i>Eriogonum fasciculatum</i> 'Pinkie' Eriogonum	5 gal.	-	
	<i>Justicia spicigera</i> Mexican Honeyuckle	5 gal.	-	
	<i>Leucophyllum frutescens</i> 'Compacta' Compact Lava Sage	5 gal.	-	
	<i>Leucophyllum frutescens</i> 'Lynne's Legacy' Lynne's Legacy Sage	5 gal.	-	
	<i>Alysicarpus</i> 'Compacta' Compact Myrtle	5 gal.	-	
	<i>Ruellia brittaniana</i> 'Katie' Katie Ruella	5 gal.	-	
	<i>Salvia chamardryoides</i> Gemondal Sage	5 gal.	-	
	<i>Salvia ciruelifolia</i> Chippendale Sage	5 gal.	-	
	<i>Salvia greggii</i> Autumn Sage	5 gal.	-	
<b>Accents</b>				
	<i>Dorylirion longistylum</i> Tachiba Dawn Spoon	5 gal.	-	
	<i>Hesperaloe parviflora</i> Giant Hesperaloe	5 gal.	-	
	<i>Hesperaloe parviflora</i> 'Red' Brake Light	5 gal.	-	
	<i>Hesperaloe parviflora</i> 'Yellow' Yellow Hesperaloe	5 gal.	-	
	<i>Penstemon eximius</i> Rocky Mountain Penstemon	1 gal.	-	
	<i>Penstemon strictus</i> Rocky Mountain Penstemon	1 gal.	-	
	<i>Yucca recurvifolia</i> Curve Leaf Yucca	5 gal.	-	
<b>Grasses</b>				
	<i>Adiantum capillaris</i> 'Vergil Adit' Vergil Mat Tie	5 gal.	-	
	<i>Pennisetum setaceum</i> 'Rubrum' Purple Fountain Grass	5 Gal.	-	
<b>Groundcovers</b>				
	<i>Acacia reticulata</i> 'Low Boy' Trailing Acacia	5 gal.	-	
	<i>Dalea greggii</i> Trailing Indigo Bush	5 gal.	-	
	<i>Eriogonum fasciculatum</i> Mingie's Gold	5 gal.	-	
	<i>Glandularia rigida</i> Sandpaper Verbena	5 gal.	-	
	<i>Lantana camara</i> 'Redblaze' Redblaze Bush Lantana	5 gal.	-	
	<i>Lantana 'New Gold'</i> New Gold Lantana	5 gal.	-	
	<i>Artemisia tridentata</i> 'Prostrata' Dwarf Rosemary	5 gal.	-	

# PROPOSAL #1

# SINGLE FAMILY DETACHED ELEVATIONS & PLANS



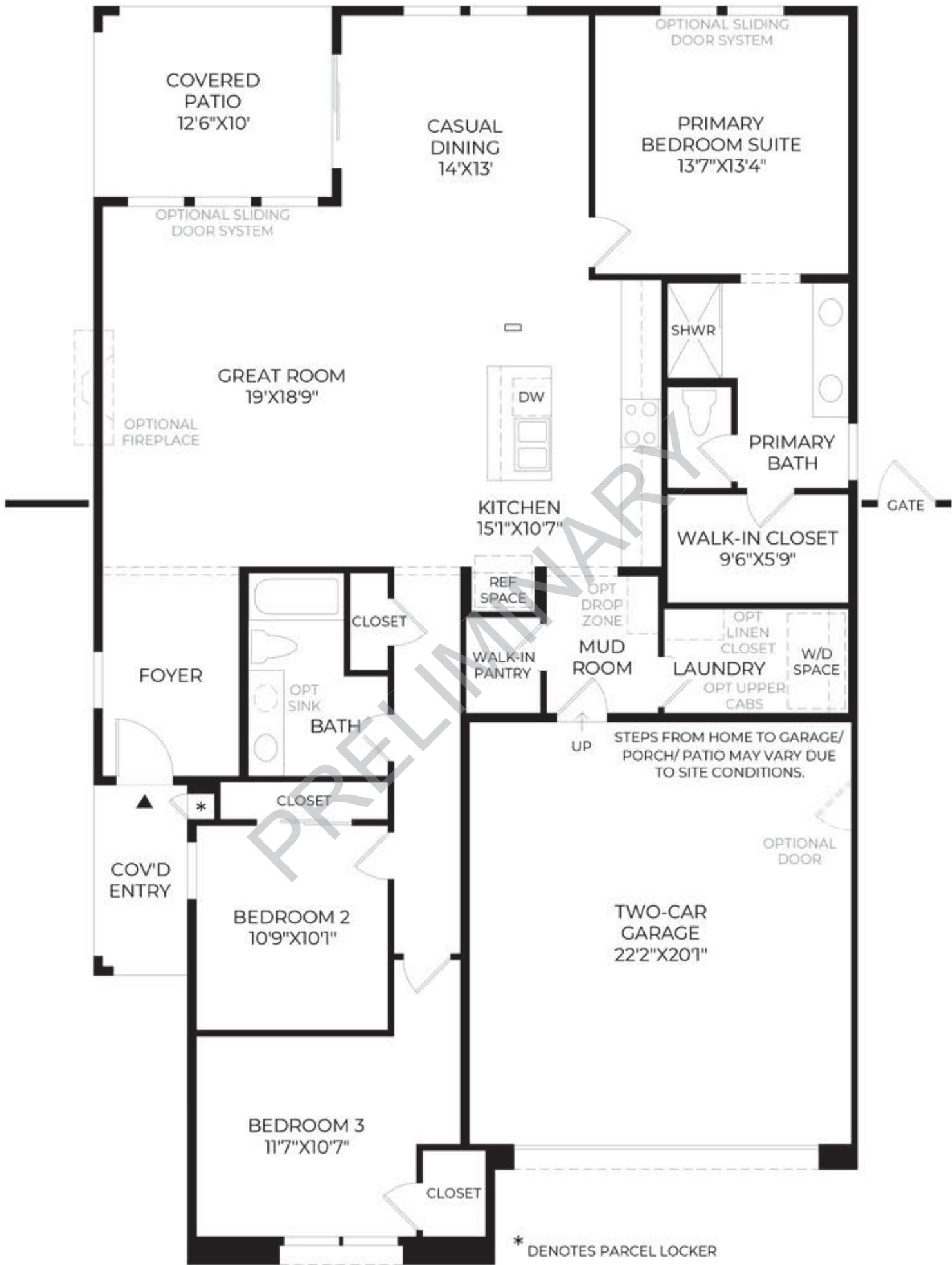




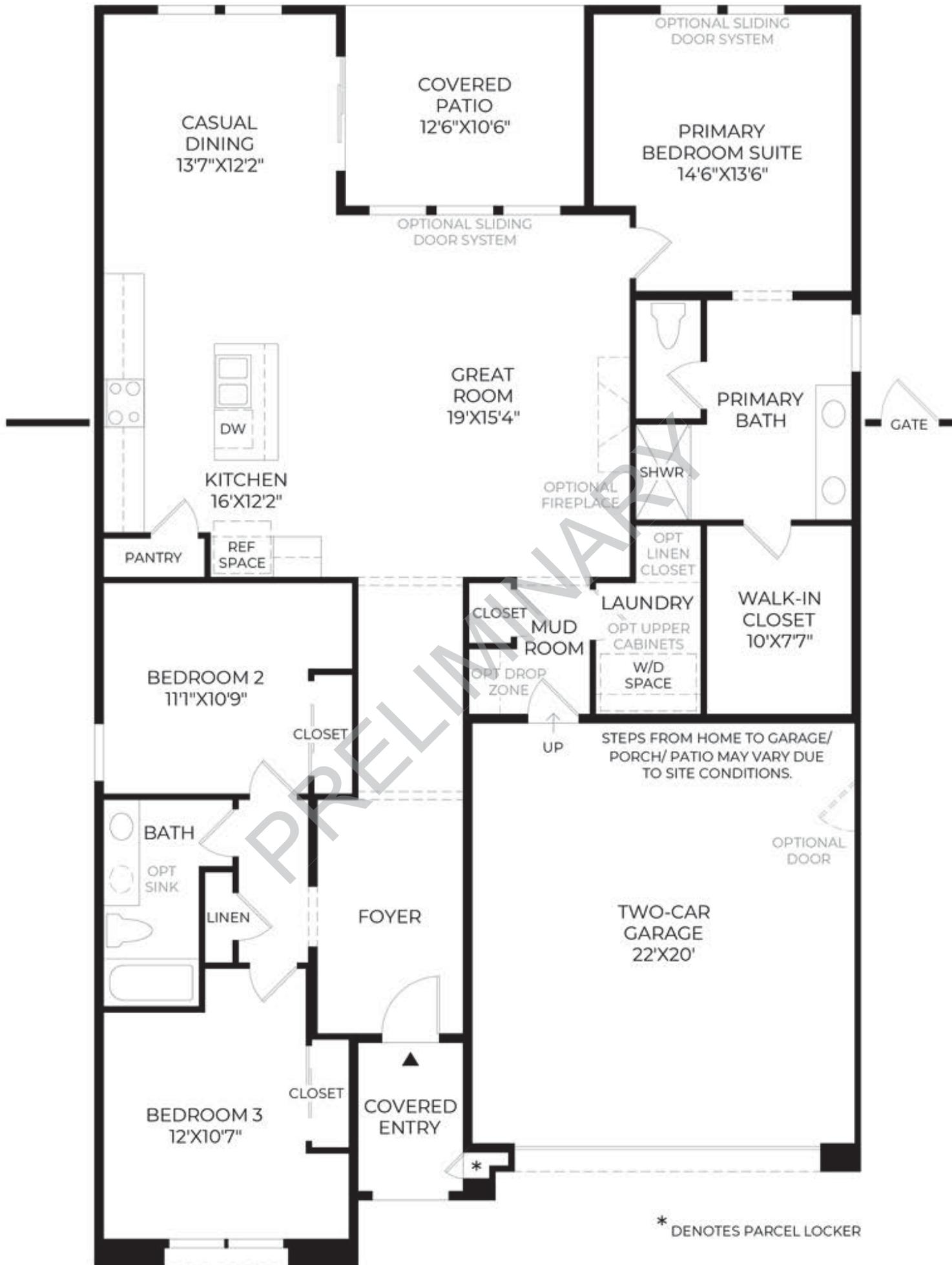








Floor Plan  
10' CEILING HEIGHT



\* DENOTES PARCEL LOCKER









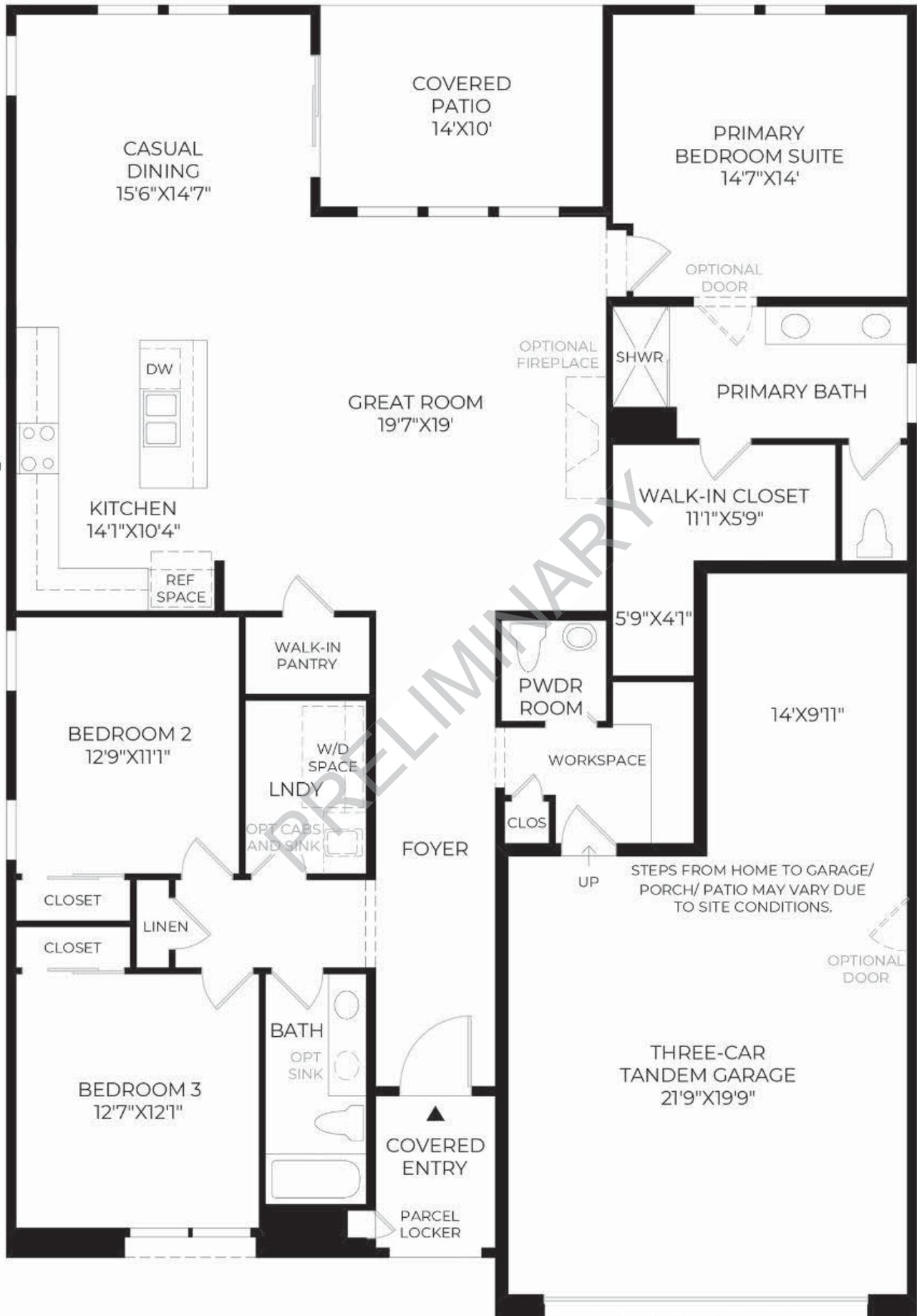




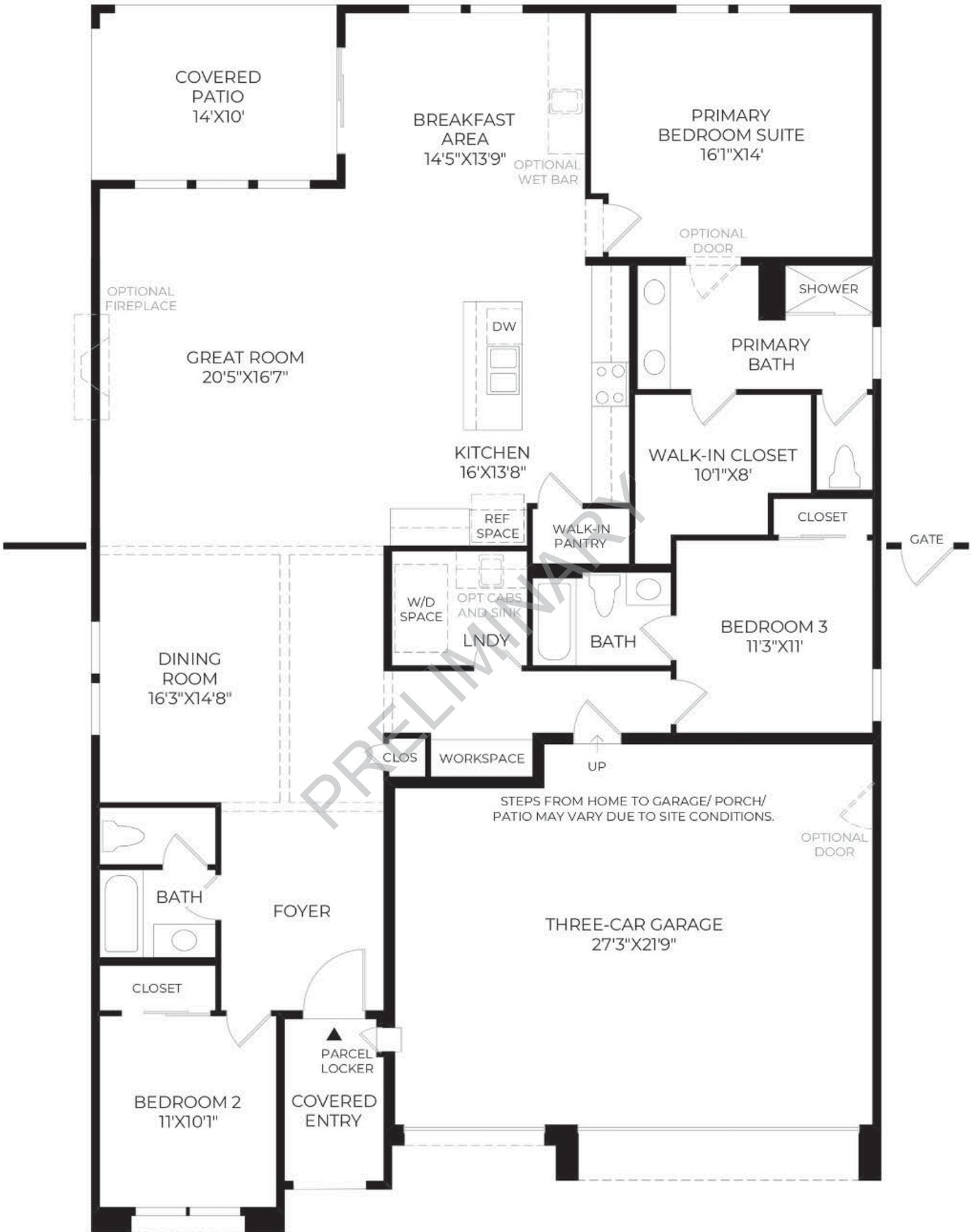




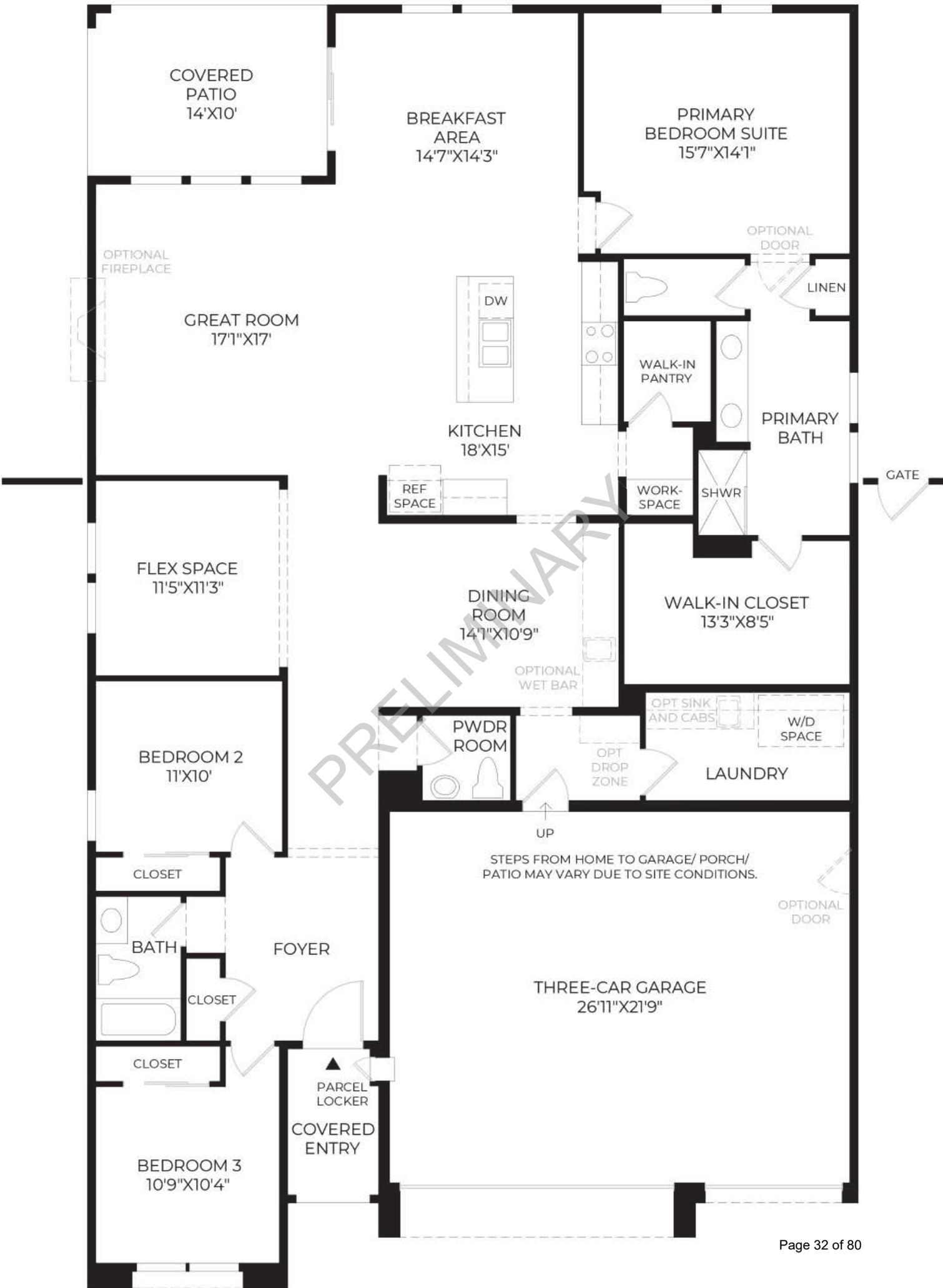




FLOOR PLAN  
10' CEILING HEIGHT



**FLOOR PLAN**  
10' CEILING HEIGHT



# PROPOSAL #2 SITE PLAN

## 2 DISTINCT DEVELOPMENTS (COMMUNITIES) WITH THEIR OWN ENTRANCES

82 lots – Duplexes

- Single story Duplexes with 2 car garages
- 3 floor plans (1,454, 1477, and 1,495) with 3 exterior elevations

99 lots – 70' x 100'

- Single story product with 3 car garages
- 3 floor plans (1,750 and 1,850) with 3 exterior elevations



# PROPOSAL #2

# LANDSCAPING PLAN



PLANT MATERIALS LEGEND				
Sym.	Plant Name	Size	Qty	Remarks
<b>Trees</b>				
	<i>Clerodendron 'Swan Hill'</i> Swan Hill Olive	30' box	-	Mult
	<i>Pistacia 'Red Push'</i> Red Push Pistache	30' box	-	Standard
	<i>Pyrus calleryana 'Aristocrata'</i> Aristocrat Pear tree	30' box	-	Standard
	<i>Flora agnes-cattus</i> Chaste tree	30' box	-	Mult
<b>Shrubs</b>				
	<i>Buxus microphylla japonica</i> Boxwood	5 gal.	-	
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	-	
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.	-	
	<i>Callistemon viminalis 'Little John'</i> Bottlebrush	5 gal.	-	
	<i>Chamaecrista canescens</i> Bush Morning Glory	1 gal.	-	
	<i>Dalea frutescens</i> Black Dalea	5 gal.	-	
	<i>Dodonaea viscosa</i> Hop Bush	15 gal.	-	
	<i>Dodonaea viscosa 'Purpurea'</i> Purple Hop Bush	15 gal.	-	
	<i>Eriogonum hygrophilum 'Blue Bell'</i> Blue Bell Eriogonum	5 gal.	-	
	<i>Eriogonum maculatum 'Valentine'</i> Valentine Shrub	5 gal.	-	
	<i>Eriogonum lanatum</i> Turquoise Bush	5 gal.	-	
	<i>Eriogonum punctatum 'Pinkie'</i> Eriogonum	5 gal.	-	
	<i>Justicia spicigera</i> Mexican Honeyuckle	5 gal.	-	
	<i>Leucophyllum frutescens 'Compacta'</i> Compact Lava Sage	5 gal.	-	
	<i>Leucophyllum longimanum 'Lynn's Legacy'</i> Lynn's Legacy Sage	5 gal.	-	
	<i>Alysicarpus comatus 'Compacta'</i> Compact Myrtle	5 gal.	-	
	<i>Ruellia brittoniana 'Kate'</i> Kate Ruella	5 gal.	-	
	<i>Salvia chamardryoides</i> Gemondal Sage	5 gal.	-	
	<i>Salvia ciruelensis</i> Chippendale Sage	5 gal.	-	
	<i>Salvia greggii</i> Autumn Sage	5 gal.	-	
<b>Accents</b>				
	<i>Dorylirion longistylum</i> Tachiba Dawn Spoon	5 gal.	-	
	<i>Hesperaloe parviflora</i> Giant Hesperaloe	5 gal.	-	
	<i>Hesperaloe parviflora-red 'Brake Light'</i> Brake Light Red Yucca	5 gal.	-	
	<i>Hesperaloe parviflora-yellow</i> Yellow Hesperaloe	5 gal.	-	
	<i>Penstemon eximius</i> Fascioides Penstemon	1 gal.	-	
	<i>Penstemon strictus</i> Rocky Mountain Penstemon	1 gal.	-	
	<i>Yucca recurvifolia</i> Curve Leaf Yucca	5 gal.	-	
<b>Grasses</b>				
	<i>Adiantum capillaris 'Vergil Adit'</i> Vergil Mist Tie	5 gal.	-	
	<i>Pennisetum setaceum 'Blairium'</i> Purple Fountain Grass	5 Gal.	-	
<b>Groundcovers</b>				
	<i>Acacia reticulata 'Low Boy'</i> Trailing Acacia	5 gal.	-	
	<i>Dalea greggii</i> Trailing Indigo Bush	5 gal.	-	
	<i>Eriogonum glaberrimum</i> Mingie's Gold	5 gal.	-	
	<i>Glandularia rigida</i> Sandpaper Verbena	5 gal.	-	
	<i>Lantana camara 'Redblaze'</i> Redblaze Bush Lantana	5 gal.	-	
	<i>Lantana 'New Gold'</i> New Gold Lantana	5 gal.	-	
	<i>Artemisia officinalis 'Prostrata'</i> Dwarf Rosemary	5 gal.	-	

# PROPOSAL #2

# DUPLEX ELEVATIONS & FLOOR PLANS



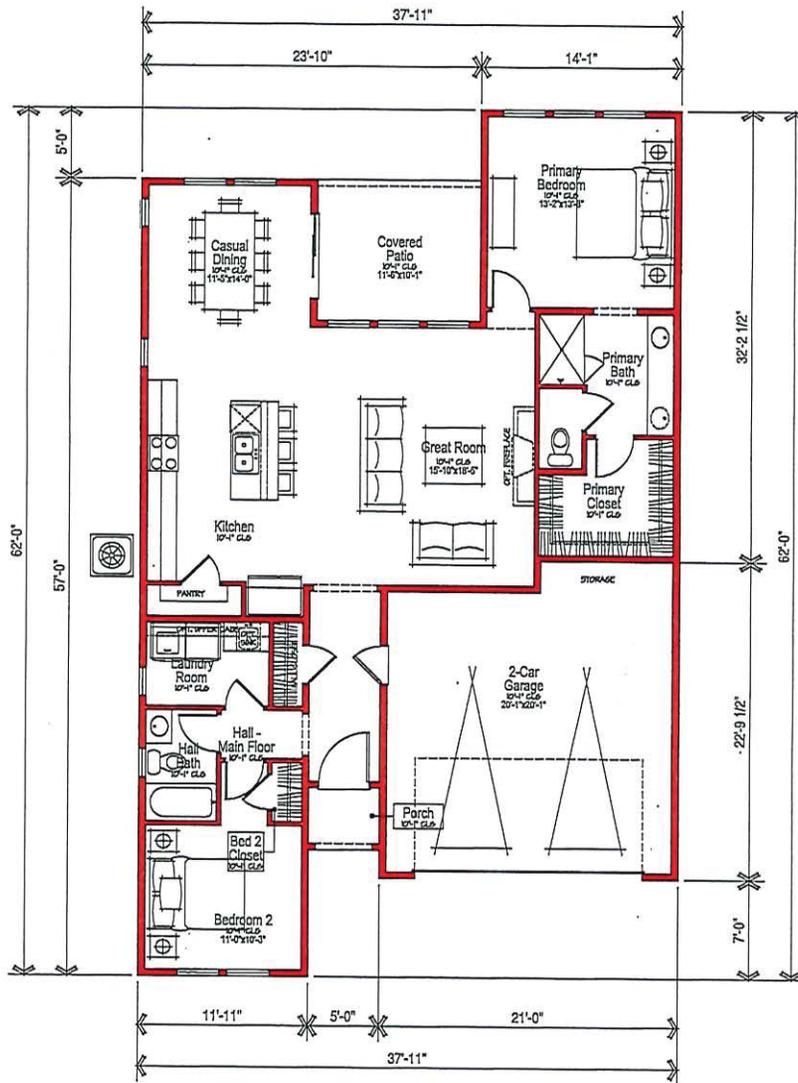












**PLAN ALANA**  
 1,454 SQ. FT.  
 2 BEDROOMS / 2 BATHS  
 2 CAR GARAGE

FLOOR AREA TABLE	
FIRST FLOOR	1,454 SQ. FT.
TOTAL	1,454 SQ. FT.
2-CAR GARAGE	447 SQ. FT.
COVERED PATIO	116 SQ. FT.
PORCH	22 SQ. FT.
LOT COVERAGE	2,000 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

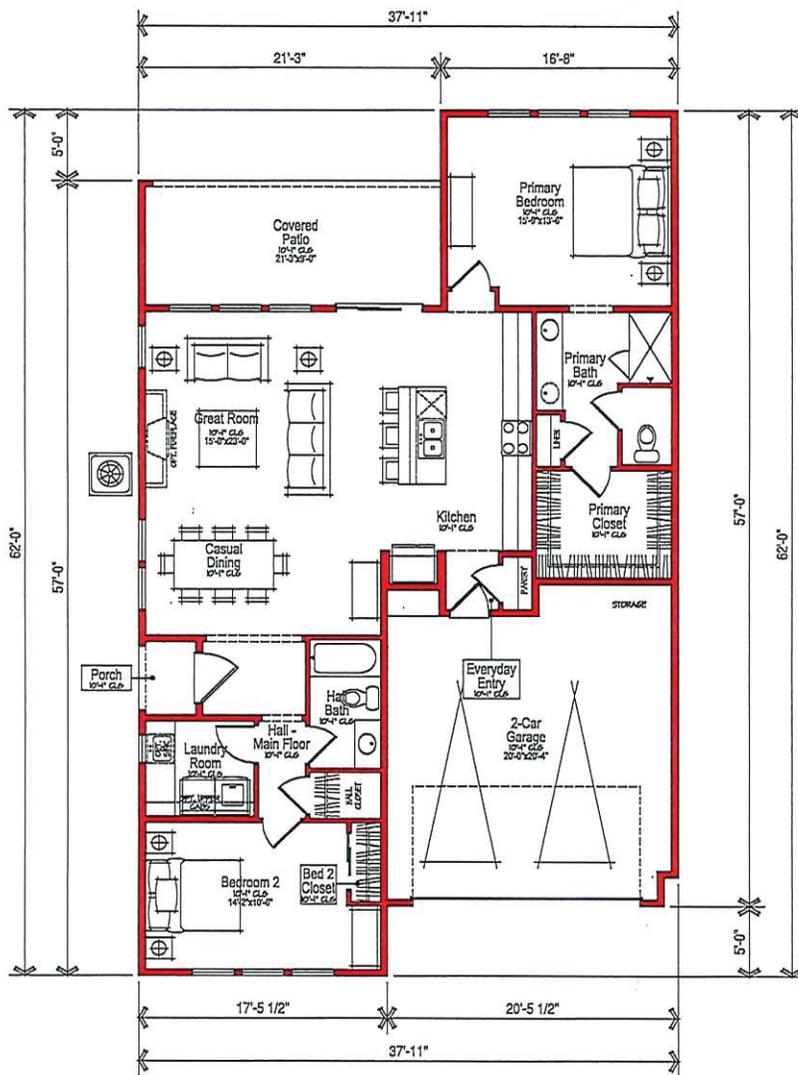
**Plan Alana**  
 Reference: Balconia Elevation

**Toll Brothers**  
 America's Luxury Home Builder

**First Floor Plan**



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2020 BSB Design, Inc.

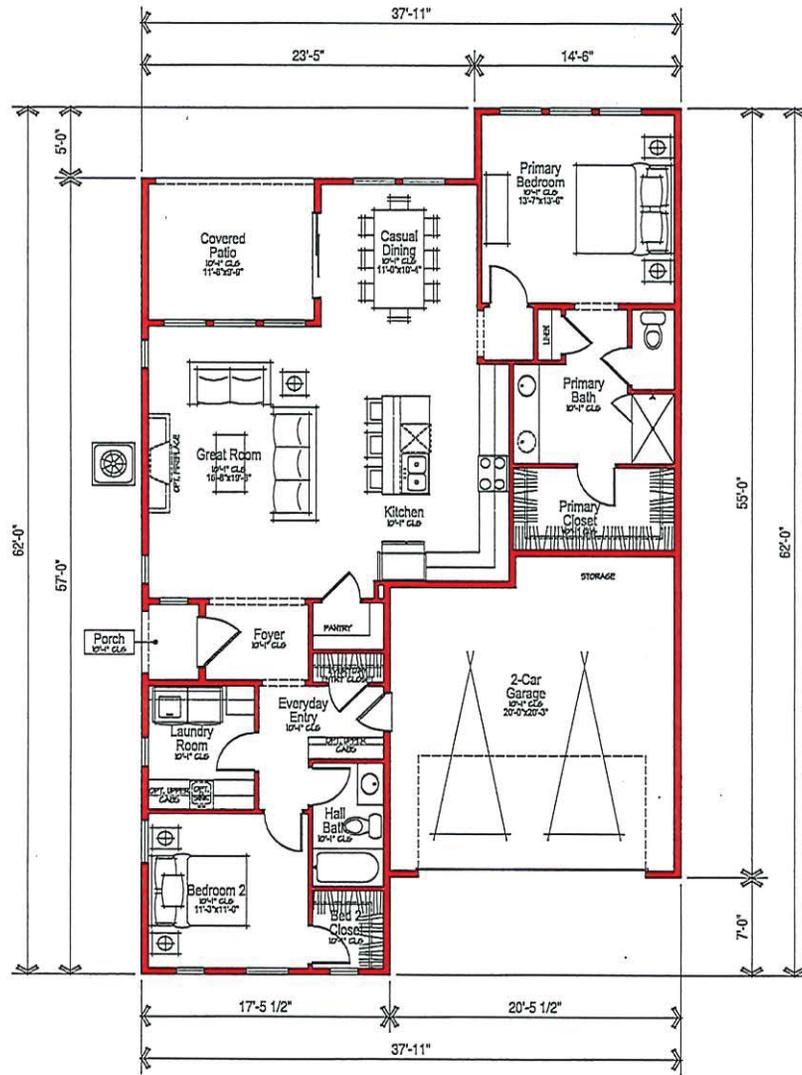


**PLAN CLARE**  
 1,477 SQ. FT.  
 2 BEDROOMS / 2 BATHS  
 2 CAR GARAGE

FLOOR AREA TABLE	
FIRST FLOOR	1,477 SQ. FT.
TOTAL	1,477 SQ. FT.
2-CAR GARAGE	432 SQ. FT.
COVERED PATIO	199 SQ. FT.
PORCH	21 SQ. FT.
<small>MAX ALLOWABLE LOT COVERAGE VARIES BY ZONING</small>	
LOT COVERAGE	2,140 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION  
 Reference National Elevation

**First Floor Plan**



**PLAN JULIANNA**  
 1,495 SQ. FT.  
 2 BEDROOMS / 2 BATHS  
 2 CAR GARAGE

FLOOR AREA TABLE	
FIRST FLOOR	1,495 SQ. FT.
TOTAL	1,495 SQ. FT.
2-CAR GARAGE	450 SQ. FT.
COVERED PATIO	124 SQ. FT.
PORCH	23 SQ. FT.
MAX ALLOWABLE LOT COVERAGE BASED ON 1/4\"/>	
LOT COVERAGE	2,091 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

**Plan Julianna**  
Reference National Elevation

**Toll Brothers**  
 America's Luxury Home Builder™

### First Floor Plan

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2020 BSB Design, Inc.



# PROPOSAL #2

# SINGLE FAMILY DETACHED ELEVATIONS & PLANS



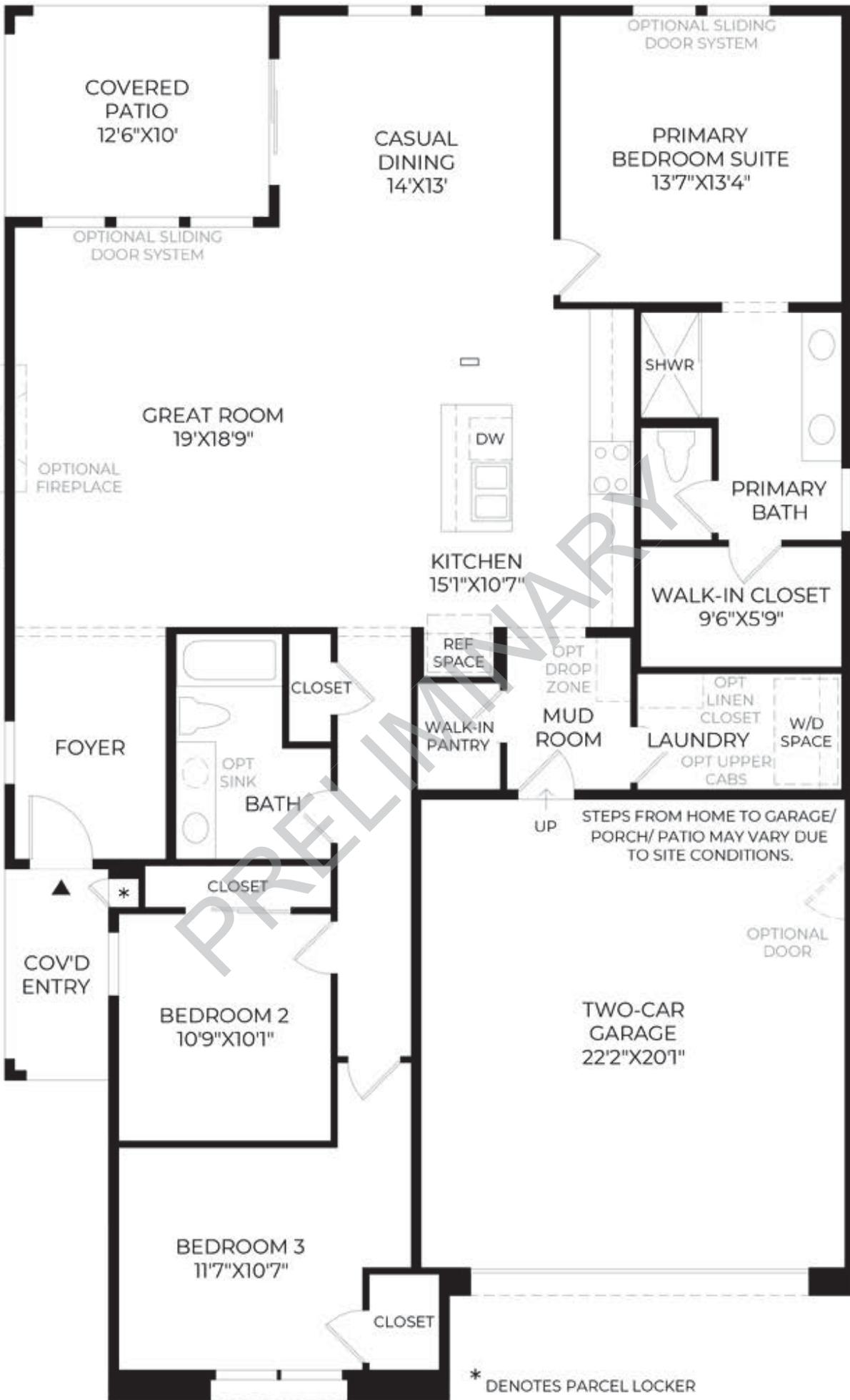




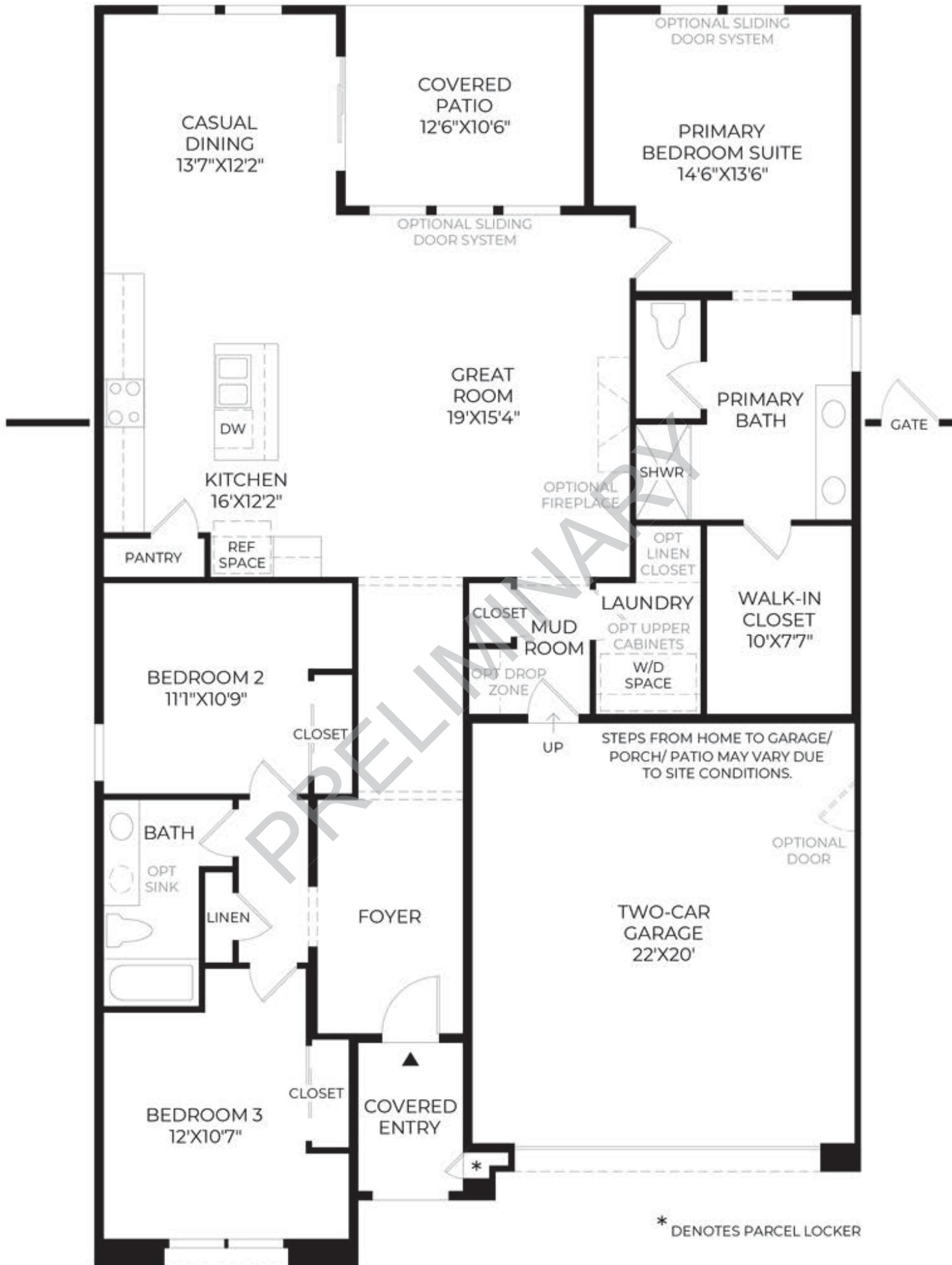








Floor Plan  
10' CEILING HEIGHT











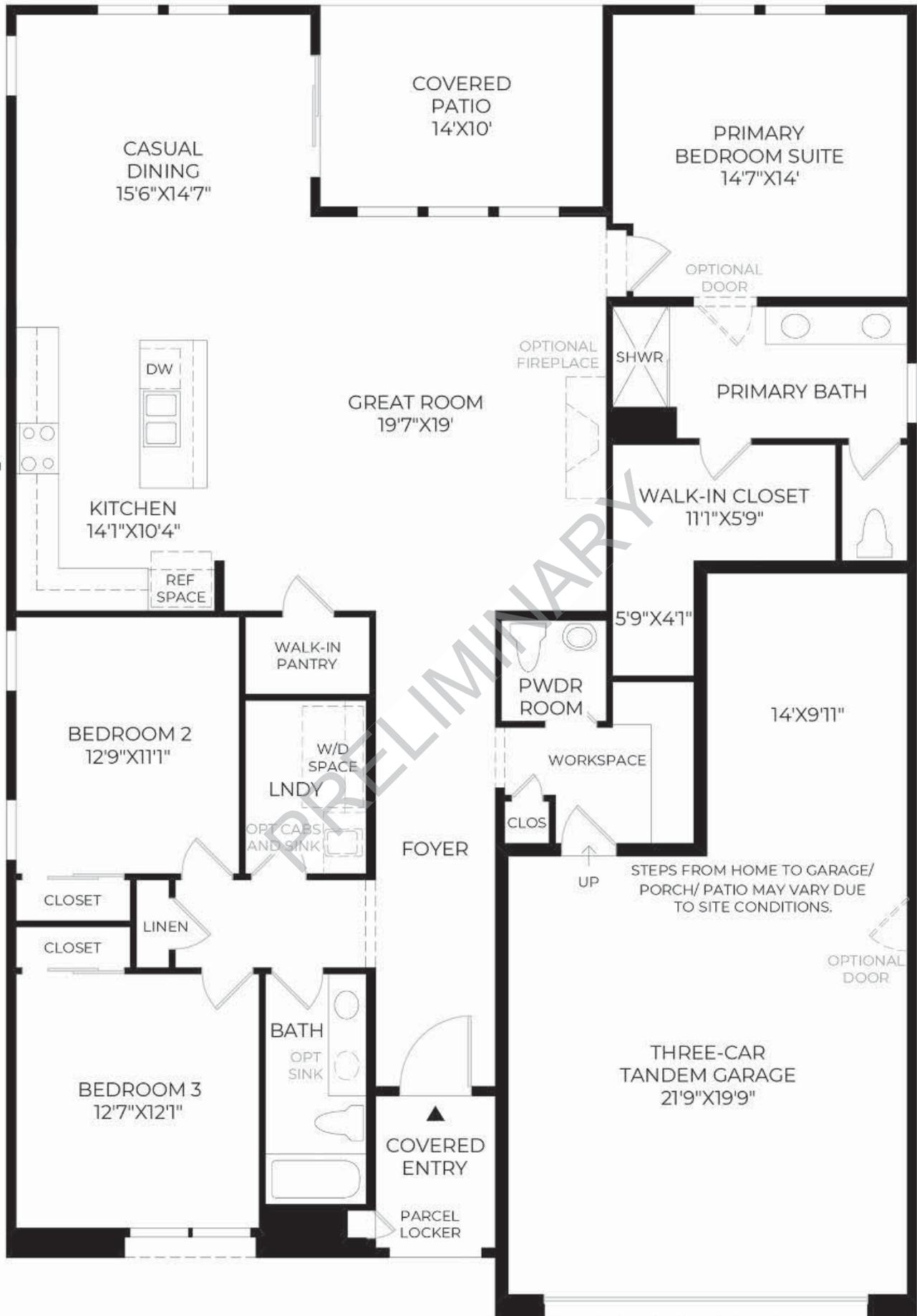




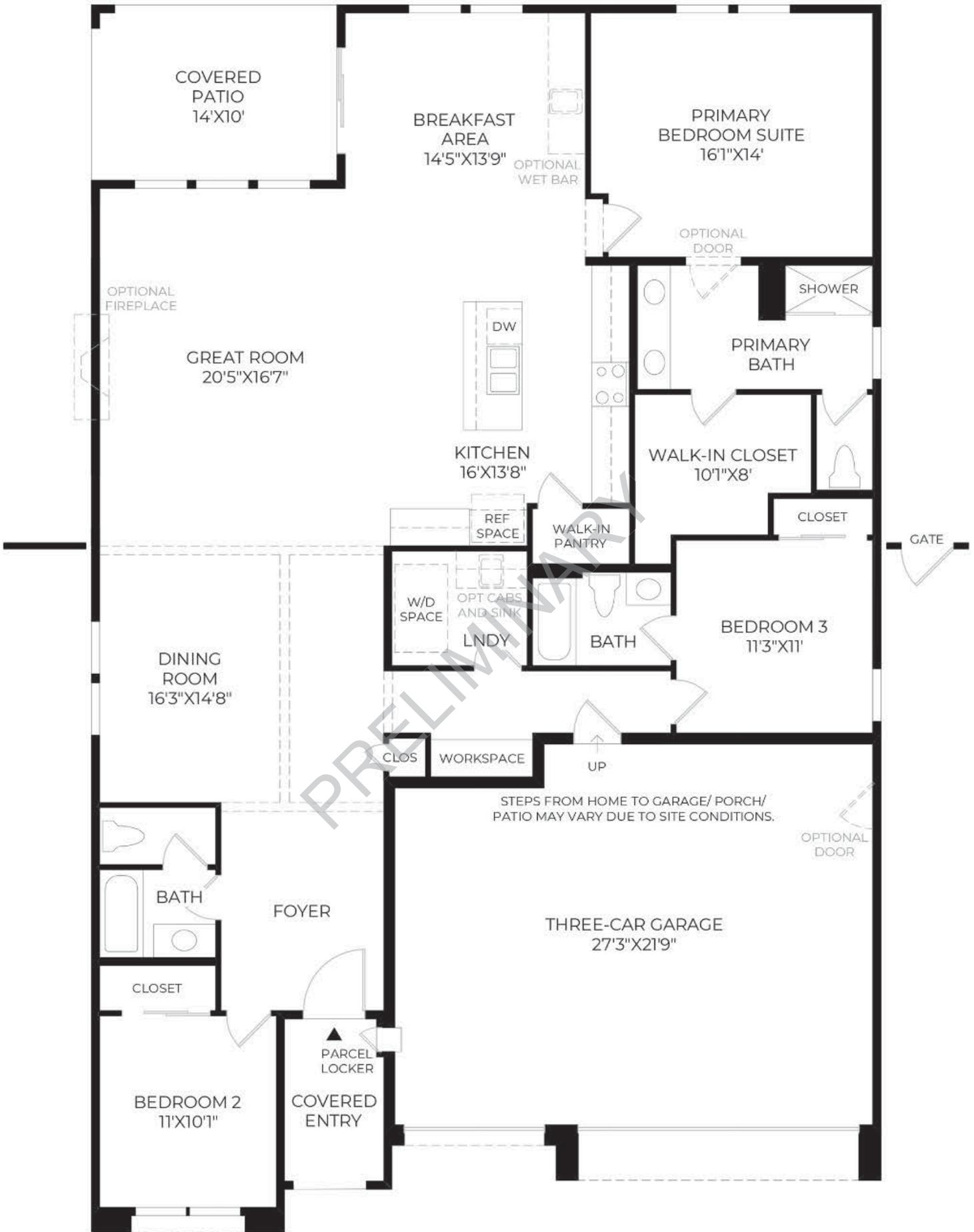








FLOOR PLAN  
10' CEILING HEIGHT



**FLOOR PLAN**  
10' CEILING HEIGHT



# VALUE ADDED

# PROPOSITION

Buyer is willing to build the Boulder City Community Pool (manage the design and building process). The payment schedule of funds for design, construction, and management shall be no earlier than timing of the land takedowns.











**City of Boulder City  
Request for Proposal ("RFP")  
RFP 2021-03 Tract 350 Land Sales Solicitation**

**EXHIBIT "A"  
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2021-03 Tract 350 Land Sales Solicitation** and constitutes an offer by this company to enter into a contract as described herein.

Gary M. Mayo Toll South LV LLC  
 AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF FIRM

 9-16-21  
 AUTHORIZED SIGNATURE DATE

Manager (702) 243-9800 N/A  
 TITLE TELEPHONE NUMBER FAX NUMBER

1140 N. Town Center Drive Suite #250  
 ADDRESS OF FIRM

Las Vegas Nevada 89144  
 CITY STATE ZIP CODE

E-MAIL ADDRESS: gmayo@tollbrothers.com

BCNV-BUSINESS LICENSE NO: 20145

A COPY OF MY BCNV BUSINESS LICENSE IS ATTACHED

ADDENDA ACKNOWLEDGED

Addendum No. 1 Initial  Addendum No.      Initial       
 Addendum No.      Initial      Addendum No.      Initial     

<b>FOR INFORMATIONAL PURPOSES ONLY</b>			
Is this firm a ESB, Minority, Women or Disabled Veteran Business Enterprise?			
<input type="checkbox"/> No	<input type="checkbox"/> Yes	If YES specify <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE <input type="checkbox"/> ESB	
Has this firm been certified as a ESB, Minority, Women or Disabled Veteran Business Enterprise?			
<input type="checkbox"/> No	<input type="checkbox"/> Yes	If <input type="checkbox"/> YES	specify <input type="checkbox"/> Certifying Agency
<u>    </u>			
Please attach a copy of your certification.			

**EXHIBIT "B"**  
**CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS**

**1. DEFINITIONS**

"City" means the City of Boulder City.

"City Council" means the governing body of the City of Boulder City.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Boulder City.

"Principal" means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. INSTRUCTIONS**

The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

**3. INCORPORATION**

This Certificate shall be incorporated into the resulting Contract or agreement, if any, between the City and the Contracting entity. Upon execution of such Contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
<b>Name</b> Toll South LV LLC	<b>RFP 2021-03 Tract 350 Land Sales Solicitation</b>
<b>Address</b> 1140 North Town Center, Suite 250 Las Vegas, NV 89144	
<b>Telephone</b> (702) 243-9800	
<b>EIN or DUNS</b> N/A (Disregarded entity for federal tax purposes)	

BLOCK 3	TYPE OF BUSINESS
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

**EXHIBIT "B"  
(CONTINUED)**

FORM B

CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)

**BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Toll NV Holdings LLC (Sole Member)	1140 Virginia Drive Fort Washington, PA 19034	(215) 938-8000
2.	James W. Boyd (Manager)	725 Town and Country Road, Suite 200 Orange, CA 92868	(714) 947-1300
3.	Gary M. Mayo (Manager)	1140 North Town Center, Suite 250 Las Vegas, NV 89144	(702) 243-9800
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 5 above. A description of such disclosure documents must be included below.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

**BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above.

Name

Date

*J.M. Boyd*  
9-16-21

**EXHIBIT "C"**  
**QUALIFICATIONS AND EXPERIENCE RESPONDENT**

**Name:** Gary Mayo

1. Respondent shall provide a brief description of the Responder's qualifications, certifications, experience, and number of years in operation.

Gary Mayo serves as Group President over the Las Vegas and Reno, Nevada divisions. He started his Toll Brothers career in 1997 when the company acquired Coleman Homes and entered the Las Vegas, Nevada market. Gary's commitment to growth led to Toll Brothers expansion into Reno, Nevada in 2003, and through another Coleman Homes acquisition, into Boise, Idaho in 2016, two of the companies top performing divisions in 2020.

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2. Provide three (3) examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

**Example Contract 1:**

Company Name: The Landwell Company, L.P

Company Address: 875 West Warm Springs Road, Henderson, NV 89011

Point of Contact: Lee Farris Phone Number: 702-567-0400

E-Mail Address: lfarris@landwellco.com

**Brief Description of Contract Scope:**

19.45 acres purchased at \$8,169,000 with a 60-day feasibility period, close of escrow was contingent upon seller obtaining entitlement approvals. Community is under development and actively selling 91 single family detached single story homes.

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Term of Contract (Base plus Option Years): N/A

Year of Base Contract Award: 2020 Year Contract Completed: 2021

Base Contract Amount: \$8,169,000 Total Contract Amount (including all option years) \$8,169,000

Did the contract contain a liquidated damages clause?  YES  NO

If yes, were damages assessed?  YES  NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**EXHIBIT "C"**  
**QUALIFICATIONS AND EXPERIENCE RESPONDENT**  
**(CONTINUED)**

**Example Contract 2:**

Company Name: Century Communities of Nevada, LLC

Company Address: 6345 S. Jones Boulevard Suite 400, Las Vegas, NV 89118

Point of Contact: Robb Beville

E-Mail \_\_\_\_\_ Address: \_\_\_\_\_

Robb.Beville@centurycommunities.com

**Brief Description of Contract Scope:**

48.63 acres located in the Skye Canyon master planned community in the northwest submarket in Las Vegas. The purchase price is \$20,792,050. The feasibility period was 45 days and close of escrow was contingent upon entitlements approval. Community is actively under development and is actively selling 247 single family detached homes.

Term of Contract (Base plus Option Years): N/A

Year of Base Contract Award: 2019 Year Contract Completed: 2019

Base Contract Amount: \$20,792,050 Total Contract Amount (including all option years) \$20,792,050

Did the contract contain a liquidated damages clause?  YES  NO

If yes, were damages assessed?  YES  NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**Example Contract 3:**

Company Name: RainTree Investment Corporation

Company Address: 2030 Lake Las Vegas Parkway, Henderson, NV 89011

Point of Contact: Jeff Anderson Phone Number: (702) 591-8127

E-Mail \_\_\_\_\_ Address: \_\_\_\_\_

janderson@raintree.us.com

**Brief Description of Contract Scope:**

23.40 net acres located in Lake Las Vegas. The purchase price contracted was \$14,391,000. The feasibility period was 45 days and close of escrow contingent upon the seller obtaining entitlements approval. Community is currently under civil design.

Term of Contract (Base plus Option Years): N/A

Year of Base Contract Award: 2021 Year Contract Completed: 2021

Base Contract Amount: \$14,391,000 Total Contract Amount (including all option years) \$14,391,000

Did the contract contain a liquidated damages clause?  YES  NO

If yes, were damages assessed?  YES  NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**EXHIBIT "D"**  
**AFFIDAVIT OF REJECTION OF COVERAGE**  
**FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, \_\_\_\_\_, being duly sworn, deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of Boulder City.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of Boulder City will not be considered to be my employer or the employer of my employees, if any; and that the City of Boulder City is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, \_\_\_\_\_, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature \_\_\_\_\_

**N/A**

EXHIBIT "E"  
NON-COLLUSION AFFIDAVIT

State of Nevada County of Clark  
Gary M. Mayo being first duly sworn deposes that:

- (1) He/She is the Manager of Toll South LV LLC the Firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Firm nor any of its officers, partners, City, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Boulder City or any person interested in the proposed Contract or agreement; and
- (5) The Proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Firm/team or any of its agents, representatives, City, employees, or parties including this affiant.

(Signed): 

Title: Manager

9-16-21