

BLACK INK BALL POINT PEN ONLY

NO SHARPIES

APN: 123-44-555-001

HTE #: 13-xxxx

NFM # or MSM # (if applicable): 000-xx

When recorded return to:
Bonding
Clark County Department of Public Works
Development Review Division
1st Floor
Clark County Government Center



**CLARK COUNTY
DEPARTMENT OF PUBLIC WORKS
OFF-SITE IMPROVEMENTS AGREEMENT**

This **Agreement** ("Agreement"), is made and entered into this 26 day of September, 2013, by and between County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as ("COUNTY"), and Minnie Inc., hereinafter referred to as ("DEVELOPER"). Each of the above is individually a "Party" and collectively are "Parties."

The initial addresses of each Party, which one Party may change by giving notice to respective other Party, are as follows:

DEVELOPER

Minnie Inc.
Minnie Lane, Suite 200
Las Vegas, NV 89133
702-455-9999

COUNTY

**Clark County Public Works
Department
500 S Grand Central Pkwy, 1st Floor
Las Vegas, NV 89155-1799**

WHEREAS, DEVELOPER is required by the COUNTY to construct off-site improvements (hereinafter referred to as "Off-Site Improvements") for the development known as WORLD OF MICKEY at the following location:

Cross Streets: GOOFY LANE AND PLUTO

Assessor's Parcel Number(s): 123-44-555-001

WHEREAS, DEVELOPER has submitted plans to the COUNTY for a

RESIDENTIAL OR COMMERCIAL

(type of development) (hereinafter referred to as "Project") and are identified by HTE Number **13-xxxx** identified by HTE Number are hereinafter referred to as "Plans"); and

WHEREAS, the DEVELOPER agrees to construct the Off-site Improvements required by the COUNTY in accordance with the terms and conditions of this Agreement, all Clark County required permits, and the Plans.

NOW, THEREFORE, the Parties to this Agreement for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agreed as follows:

1. CONSTRUCTION OF OFF-SITE IMPROVEMENTS

The DEVELOPER, at his sole cost and expense, and at no cost or expense to the COUNTY, shall construct and complete all Off-Site Improvements and improvements as set forth in the Plans, which may consist of, but are not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, and survey monuments (hereinafter referred to as Off-Site Improvements). The Off-Site Improvements are subject to and shall be constructed in accordance with all applicable laws, the Clark County Code, any other required permits, regulations, standards and specifications, and Plans, as approved by the Director of Public Works or his authorized representative (Director of Public Works and/or his authorized representative are hereinafter referred to as "Director"), and other requirements of the COUNTY.

2. APPROVAL OF PLANS BY PUBLIC WORKS

No Off-Site Improvements shall commence until:

- (a) The Plans have been approved by the Director;
- (b) All plan-check and inspection fees, as required by Clark County Code Title 30, have been paid;
- (c) The performance bond, cash deposit, or agreement in lieu of bond (performance bond, cash deposit, or agreement in lieu of bond are hereinafter referred to as "Security") have been executed in accordance with Title 30 of the Clark County Code; and
- (d) All required permits, including but not limited to an off-site improvement permit, have been issued by the County.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK AND REQUEST FOR

INSPECTION

- (a) The DEVELOPER shall notify the Director at least 24 hours before commencing work on any of the following items:
- i. Placing sewer, water, gas, power, telephone lines, and fire hydrants.
 - ii. Back-filling of sewer, water, gas, power, and telephone lines.
 - iii. Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations, and alley gutters.
 - iv. Placing Type I and Type II gravel base course.
 - v. Priming base course.
 - vi. Placing street lighting and burn testing.
 - vii. Placing street name signs and traffic control signs.

If the commencement of work is delayed, DEVELOPER agrees to notify the Director of the delay not less than two (2) hours before work was scheduled to begin.

- (b) DEVELOPER shall comply with Chapter 30.32 of the Clark County Code for obtaining inspections of work from the COUNTY.

4. APPROVAL OF WORK AFTER INSPECTION BY PUBLIC WORKS

- (a) When the Director inspects an item of work or a portion of the Off-Site Improvements, and finds the work performed to be satisfactory for inclusion in the completed Off-Site Improvements, the Director shall issue a statement of inspection which authorizes the DEVELOPER to perform the next phase of construction for the Off-Site Improvements. Ordinarily, not less than one (1) continuous block of any one (1) of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work, or a portion of the Off-Site Improvements, shall not forfeit the right of the COUNTY to require the corrections to quality, workmanship or materials at any time after the inspection and prior to the final acceptance of the Off-Site Improvements by the Director, even if previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for construction of the Off-Site Improvements in accordance with this Agreement, permits, including an off-site permit and Plans, and the DEVELOPER shall maintain said Off-Site Improvements until the work has

been accepted by the Director.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole cost and expense, make the necessary adjustments to all existing utilities resulting from the work and the Off-Site Improvements required by the Plans, and this Agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all Off-Site Improvements in accordance with the Clark County Code, an off-site improvement permit, and any other applicable permits, regulations, standards, specifications, Plans, as approved by the Director, and other requirements of the COUNTY.

The DEVELOPER shall obtain all required permits from other local, County, State, and Federal agencies, including, but not limited to, the Clark County Health District, the Nevada Department of Environmental Protection, and the United States Army Corps of Engineers.

The COUNTY has the right to require corrections to the Plans by the DEVELOPER, at any time before release of the Security, required by Title 30 of the Clark County Code, and this Agreement, and of any item or items contained in the Plans which do not conform to the Clark County Code, permits, standards, specification, laws, regulations or other requirements of the County, even though the Plans for the item in question may have been approved by the Director.

The DEVELOPER shall commence construction of the Off-Site Improvements upon receipt of a COUNTY-approved off-site permit and the Off-Site Improvements shall be completed prior to expiration of the off-site permit, and in accordance with the Clark County Code and all regulations, standards, specifications, Plans, as approved by the Director, and other requirements of the COUNTY.

In the event the DEVELOPER fails to commence construction of the Project or the Off-Site Improvements, or fails to complete all or any portion of said Off-Site Improvements, within the required period, or is otherwise in default of this Agreement, the COUNTY may call upon the Security, as provided for hereinafter, for completion of the Off-Site Improvements.

7. HEALTH SAFETY AND WELFARE OF THE PUBLIC

In the event of a threat or danger to the health, safety or welfare of the public that relates to or arises from DEVELOPER's work and/or the Off-site Improvements, as solely determined by the Director, DEVELOPER shall, at its sole cost and expense, immediately, upon notice thereof, adjust, remove, replace, repair and/or reconstruct or perform whatever is necessary to eliminate the emergency or threat to the

public's health safety or welfare as requested by the COUNTY. If DEVELOPER fails to comply with the terms of this section, the COUNTY, at its option, may call upon the performance bond and require the surety to perform said work. In the event the COUNTY calls upon the bond or other Security (cash deposit or cash in lieu of bond) for the purposes set forth in this paragraph, then DEVELOPER agrees to replenish and/or reimburse the Security (which may include the issuance of a replacement performance bond by a surety or replenishing the cash bond or the cash in lieu of bond to the full original amount) to the full original amount within thirty (30) days after receipt of notice from the COUNTY.

In the event of a threat or danger to the health, safety or welfare of the public that relates to or arises from DEVELOPER's work and/or the Off-site Improvements, as solely determined by the Director, the COUNTY, at its option, may proceed to complete said improvements at the sole cost and expense of the DEVELOPER. The COUNTY may invoice the DEVELOPER for the cost and expense of the work, or any part of the work, performed by the COUNTY. DEVELOPER shall pay the amount stated in the invoice within thirty (30) days after receipt of said invoice. If DEVELOPER fails to make said payment, COUNTY may take action under the performance bond or collect from the cash deposit or cash in lieu of bond, whichever is applicable.

8. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the requirements set forth in this Agreement and the Plans, any and/or all conditions, requirements, stipulations, and agreements made by the DEVELOPER and the Board of County Commissioners and/or the County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and Clark County.

The DEVELOPER shall maintain, protect, and care for all work areas of the Project, including, but not limited to, any and all adjacent existing improvements, until completion and acceptance by the COUNTY of the Off-Site Improvements. Maintenance of any area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and maintaining the gutters free of dirt and debris.

The DEVELOPER shall obtain a dust control permit from the Clark County Department of Air Quality for the development. The DEVELOPER is responsible for compliance with Clark County Air Quality regulations and must maintain the dust control for the entire development area until all of the Off-Site Improvements are accepted by the Director.

During mobilization, construction and de-mobilization, the DEVELOPER shall maintain the site free and clear from rubbish and debris and shall maintain sufficient

and proper traffic control, including but not limited to barricades and lights, in accordance with the latest Manual on Uniform Traffic Control Devices accepted by Clark County.

After excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and, in the opinion of the Director, is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way, at DEVELOPER's sole cost and expense. If a detour is needed, the Director shall determine the extent it shall be maintained by the DEVELOPER, which shall include, but is not limited to, the placing of temporary paving.

Final acceptance of the work will not be made by the COUNTY until the area of work shown on the Plans and adjacent property has been cleared of all rubbish, surplus materials, and equipment resulting from the contractor's operations, to the satisfaction of the Director.

9. LIABILITY

- (a) The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including, but not limited to, reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs, which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage relates to, is due to or arises in connection with or as a result of any work done by or performed by the DEVELOPER, its contractors, subcontractors, agents and employees, relating to the Off-Site Improvements, and/or arising out of or in connection with DEVELOPER's, its contractors, subcontractors, agents and employees performance or failure to perform the terms and conditions of this Agreement, and any required permits and Plans.

DEVELOPER's obligation to indemnify, defend and hold harmless includes all allegations including, but not limited to, those which may be frivolous, fraudulent, groundless, false or without merit.

At its option, the COUNTY may elect to hire an attorney and/or attorneys to defend the COUNTY, its officers, employees, agents, directors or County Commissioners for any of the items set forth above including, but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If the COUNTY exercises this option, DEVELOPER agrees that DEVELOPER remains subject to all indemnification obligations as set forth in

this Section, including, but not limited to, payment of all costs, attorney's fees, costs of suit, costs of appeal, and expert witness fees. COUNTY may at any time compromise or settle any claim, cause of action, suits and/or arbitration if the COUNTY pays the settlement or compromise amount; provided, however, that COUNTY and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate DEVELOPER for the payment of money or to take any action without DEVELOPER's prior approval. Notwithstanding the above, if it is determined that Developer fails to indemnify or defend the COUNTY and if it is determined that the DEVELOPER is legally liable to the party with whom settlement was made or in whose favor judgment rendered and the amount to be paid or was paid is reasonable, then DEVELOPER is liable to the COUNTY for that amount, plus all fees and costs as set forth in this Section 8. DEVELOPER agrees, within thirty (30) calendar days of receipt of invoice from the COUNTY to pay all attorney's fees and such other costs and/or expenses as required by the COUNTY in handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above.

This Section 9(a) survives termination or completion of this Agreement.

- (b) DEVELOPER, or its general contractor, at its own cost and expense, shall obtain and maintain Comprehensive General Liability Insurance naming the COUNTY, its officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement. General liability coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, Broad Form property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors. DEVELOPER, or its general contractor, shall maintain at all times limits of no less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. The insurance coverage supplied by the DEVELOPER must provide for a 30-day calendar notice to the COUNTY before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. DEVELOPER, or its general contractor, shall provide the COUNTY with Certificates of Insurance at the time of executing this Agreement. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit DEVELOPER's liability obligations to the COUNTY.

DEVELOPER's insurance, or its general contractor's insurance, as provided by this Section, shall be primary as respect to the COUNTY, its officers, employees, volunteers and agents. Said insurance policy shall include an endorsement stating that the insurer will waive any right of subrogation against the COUNTY, its officers, employees, agents and volunteers

10. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the Off-Site Improvements within the COUNTY right-of-way required hereby and prior to release of any Security, the DEVELOPER shall furnish the Director with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

11. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one (1) year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director.

This Agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the Off-Site Improvements including, but not limited to, any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including, but not limited to, damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, including, but not limited to, the provisions of Nevada Revised Statute 11.204.

12. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

The DEVELOPER shall furnish at its sole cost and expense, and at no cost or expense to the COUNTY, Security, in accordance with Title 30 of the Clark County Code, for the full cost of said Off-Site Improvements in favor of the COUNTY. The Security must be conditioned on the DEVELOPER complying with all terms and conditions of this Agreement, the Plans and required permits. In the event DEVELOPER fails to commence construction of the Project or the Off-Site Improvements, or fails to complete any or all of the Off-Site Improvements, in accordance with the terms and conditions of this Agreement, the required permits, and/or the Plans, or otherwise is in default of this Agreement, the Security is liable and the COUNTY may take action against the Security. The County's rights against

the Security remain in full force and effect even if DEVELOPER's business fails and/or is no longer the owner of property that is the subject of the Project.

In no way is the Security intended or to be interpreted to condition or delay obligations under the Security until after completion of the Developer's obligations to fully construct and complete the Off-Site Improvements (whether by the County or another entity or person) has occurred.

Additionally, if the DEVELOPER has suspended work and has failed to provide continued construction for sixty (60) consecutive days; or if in the event the DEVELOPER, as solely determined by the COUNTY, has created a threat or danger to the health, safety or welfare of the public, the COUNTY may, at its option, seek recovery from the Security.

The DEVELOPER acknowledges that the Security required by Clark County Code Title 30 and this Agreement is only based upon an estimated cost of construction and performance, and in the event that actual cost of the Off-Site Improvements exceeds the sum of the Security, DEVELOPER will be obligated and liable for the excess. The DEVELOPER understands and agrees that it may not be relieved from liability simply because the COUNTY obtains recovery against the Security.

Any application for release of said Security upon the completion of the Off-Site Improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director stating that all requirements herein have been satisfactorily completed in accordance with the terms and conditions of this Agreement, the Plans and applicable permits

DEVELOPER understands and agrees that if it posts Security in the form of a cash in lieu of bond agreement, in accordance with Clark County Code Title 30 provisions, and if the bank, credit union or financial institution which is a party to the cash in lieu of bond agreement merges, closes, is closed or taken over by the FDIC, or other insurance company, DEVELOPER is obligated to immediately establish replacement Security in the manner for establishing Security as set forth in this Agreement and Clark County Code Title 30.

DEVELOPER understands and agrees that if it posts Security in the form of a bond, in accordance with Clark County Code Title 30 provisions, and the Surety closes, files for bankruptcy, goes into rehabilitation or liquidation, DEVELOPER is obligated to immediately establish replacement Security in the manner for establishing Security as set forth in this Agreement and Clark County Code Title 30.

Unless the property which is the subject of the development is reverted to acreage, the Security remains in full force and effect until the Off-Site Improvements are completed in accordance with this Agreement, the Plans, applicable permits, the Clark County Code, and accepted by the COUNTY.

13. CERTIFICATE OF OCCUPANCY

Pursuant to Chapter 30.32, DEVELOPER agrees and understands that no certificates of occupancy shall be issued for commercial projects until such time as the Off-site Improvements have been completed to the satisfaction of the Director, and in accordance with this Agreement and the Clark County Code. The issuance of a certificate of occupancy does not relieve the DEVELOPER of its obligations in this Agreement or authorize the release of the Security.

Pursuant to Chapter 30.32, DEVELOPER agrees and understands that for residential subdivision projects the improvements must be constructed, completed, and accepted by the Director prior to the final inspection and approval by the Building Official of all homes, buildings, and structures within the residential subdivision.

14. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director, of all of the Off-Site Improvements required to be constructed by the DEVELOPER as herein provided, the DEVELOPER shall be issued a certificate of release of said Security, which shall be issued by the Director.

15. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this Agreement are undertaken solely to insure compliance with the terms of this Agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. Provisions in this Agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this Agreement will be recorded upon the land described in Exhibit "A", and shall run with the land, and this Agreement shall also be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, assigns, and third party purchasers of land. The DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

BLACK INK BALL POINT PEN ONLY

NO SHARPIES

None of the conditions of this agreement shall be considered waived by either Party unless such waiver is in writing and signed by both Parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

DEVELOPER:

Sign

Print Name

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me
this _____ day of _____, 20__

by _____
(Developer)

NOTARY PUBLIC in and for said County and State.

**NOTARY MUST BE CLEAN AND READABLE
STAY OUT OF THE MARGINS**

 **FILL IN BELOW ONLY IF IT IS A CORPORATION
IF NOT LEAVE BLANK**
CORPORATION CERTIFICATE

I, _____, certify that I am
the Secretary of the Corporation in the foregoing
document; that _____
was then President of said Corporation; that said
document was duly signed for and on behalf of
said Corporation by authority of its governing
body and is within the scope of the corporate
powers

SECRETARY

--FOR COUNTY USE ONLY--

**COUNTY OF CLARK, a political
subdivision of the State of Nevada**

BY _____
**ROBERT B. THOMPSON
DEPARTMENT OF PUBLIC WORKS**

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

signed or attested before me on _____
day of _____ 20__
by **Robert B. Thompson**

NOTARY PUBLIC in and for said County and State.

NOTARY STAMP: