

D (3)

APN# 176-04-201-001
176-05-101-014
176-05-401-006

Ordinance
DA-0888-08
(Title on Document)

Fee: \$0.00
N/C Fee: \$0.00
08/18/2008 11:10:50
T20080180043
Requestor:
DEVELOPMENT SERVICES CLARK COUNTY
Debbie Conway SCA
Clark County Recorder Pgs: 3

DRD

Recording requested by:
Development Services

Return to:
Name Major Projects Team

Address _____

City/State/Zip _____

Attn: Kathy Durbin

This page added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

BILL NO. 7-2-08-1

SUMMARY - An ordinance to adopt the Development Agreement with Rhodes Ranch General Partnership, A Nevada General Partnership for a 1,548.0 acre development (Rhodes Ranch Master Planned Community), generally located on the west side of Durango Drive between the 215 Beltway and Pebble Road within boundaries of the Towns of Spring Valley and Enterprise.

ORDINANCE NO. 3676
(of Clark County, Nevada)

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT WITH RHODES RANCH GENERAL PARTNERSHIP, A NEVADA GENERAL PARTNERSHIP, FOR AN APPROXIMATE 1,548.0 ACRE DEVELOPMENT, GENERALLY LOCATED ON THE WEST SIDE OF DURANGO DRIVE BETWEEN THE 215 BELTWAY AND PEBBLE ROAD, WITHIN THE BOUNDARIES OF THE TOWNS OF SPRING VALLEY AND ENTERPRISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code, the Development Agreement with Rhodes Ranch General Partnership, A Nevada General Partnership, who owns approximately 1,548.0 acres for a mixed use master planned development, generally located on the west side of Durango Drive between the 215 Beltway and Pebble Road, within the boundaries of the Towns of Spring Valley and Enterprise, is hereby adopted.

SECTION 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

SECTION 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks.

PROPOSED on the 2nd day of July, 2008

PROPOSED by: Rory Reid

PASSED on the 16th day of July, 2008

VOTE:

AYES: Susan Brager

Tom Collins

Chris Giunchigliani

Chip Maxfield

Rory Reid

Lawrence Weekly

NAYS: None

ABSTAINING:

Bruce L. Woodbury

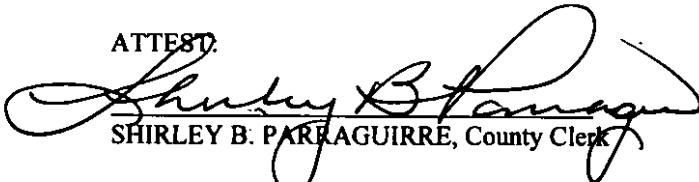
ABSENT:

None

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: 
RORY REID, Chairman


ATTEST:


SHIRLEY B. PARRAGUIRRE, County Clerk

This ordinance shall be in force and effect from and after the 30th day
of July 2008.

176-04-201-001
176-05-101-014
176-05-401-006

D (40)


20080818-0001526
Fee: \$0.00
N/C Fee: \$0.00
08/18/2008 11:10:50
T20080180043
Requestor:
DEVELOPMENT SERVICES CLARK COUNTY
Debbie Conway SCA
Clark County Recorder Pgs: 40

DA

DEVELOPMENT AGREEMENT

(Including the First Amendment to the Development Agreement)

BETWEEN

THE COUNTY OF CLARK

AND

RHODES RANCH GENERAL PARTNERSHIP
A Nevada General Partnership

FOR

Rhodes Ranch Master Planned Community

DA-0888-08

DEVELOPMENT AGREEMENT
Between
THE COUNTY OF CLARK
and
RHODES RANCH GENERAL PARTNERSHIP
For
RHODES RANCH MASTER PLANNED COMMUNITY

DA-0888-08

THIS, THE SECOND AMENDMENT TO AND RESTATEMENT OF THE RHODES RANCH, LP MASTER DEVELOPMENT AGREEMENT ("Second Amendment" or "Development Agreement") is made and entered into this 16th day of July, 2008 by and between the *County of Clark, State of Nevada* (hereinafter referred to as the "County") and *Rhodes Ranch, GP, a Nevada General Partnership* (hereinafter referred to as "Owner") the Master Developer of Rhodes Ranch Master Planned Community which includes the real property described on Exhibit "A" attached hereto and incorporated herein by reference.

The original DEVELOPMENT AGREEMENT ("Original Agreement") was made and entered into on the 18th day of December, 1996 between the County and Owner. A First Amendment to the Original Agreement was made and entered into on the 17th day of January, 2000 between the County and Owner. The County subsequently approved a land use application to expand and increase the acreage and density for the Subject Property. This Second Amendment amends, incorporates, restates, and supersedes all prior Development Agreements between the parties concerning the Subject Property.

SECTION 1

DEFINITIONS

1.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

- (a) "**Agreement**" also referred to as the Second Amendment to and Restatement of the Rhodes Ranch, LP Master Development Agreement, has the meaning assigned to it in the first paragraph hereof and includes all exhibits attached hereto or incorporated by reference herein and all written amendments, which are subsequently approved by the parties hereto.
- (b) "**Applicable Rules**" means the specific code, ordinances, rules, regulations and official policies of the County as adopted and in force at

the time of permit issuance or map recordation and as amended and modified from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Rhodes Ranch including the Public Facilities Needs Assessment Report and the portions of Title 29 of the Code which are attached as Exhibit "B", subject to the following:

- (i.) The zoning or land use established by the Land Use Approvals will not be amended or modified during the term of this Agreement without the Owner's prior written approval; and
- (ii.) The Chapters of Title 29 of the Code set forth in Exhibit "B" shall be locked in for the term of this Agreement to the extent those chapters do not involve fees, monetary payments, or any provision of the Title 30 adopted by the County Commission relating to or referencing standards or specifications which have also been endorsed or adopted by the Southern Nevada Regional Planning Coalition, Regional Transportation Commission or CCRFCD and which are uniformly applied throughout the County. The Owner agrees to be subject to all such fees and monetary payments prescribed by ordinance as adopted or amended from time to time throughout the duration of this Agreement.

County agrees it will not adopt any ordinance, rule, regulation, policy or guideline that would have the effect of violating or abrogating any provision of this Agreement or evading or frustrating the clear intent of this Agreement.

- (c) "**Best Efforts**" means, in the case of any contingent obligation of County or Owner, that the party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance; provided, such term does not imply a legal obligation to take any specific action if, (i) in the case of a County obligation, such action would, in the reasoned opinion of the County Commission, be imprudent given competing public needs and projects, or (ii) in the case of an Owner obligation, such action would, in the reasoned opinion of the Owner, be commercially unreasonable. In either case, the responsible party shall give written notice to the other party that it has considered such contingent obligation and the reason for its decision not to perform.
- (d) "**CCRFCD**" means the Clark County Regional Flood Control District.
- (e) "**Code**" means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references as amended and modified from time to time subject to Section 1.01(e).

- (f) "**Community Open Space**" means the golf course and any park space, streetscape area or other open space owned by the Owner or a homeowners association within the Planned Community.
- (g) "**County**" means the County of Clark, State of Nevada together with its successors and assigns.
- (h) "**County Commission**" means the Board of County Commissioners of the County of Clark, State of Nevada.
- (i) "**County Master Plan**" means the comprehensive plan adopted by the Planning Commission of Clark County and County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use and development guides and elements.
- (j) "**Designated Builder**" means a merchant homebuilder, apartment developer or other owner of real property within the Planned Community that is constructing any development subject to the residential construction tax if designated by Owner to the County in writing.
- (k) "**Development Agreement Ordinance**" means Chapter 30.20 of the Clark County Code and any other Chapters of the Clark County Code that are relevant to this Agreement.
- (l) "**Effective Date**" means the date on which the Ordinance approving this Agreement becomes effective.
- (m) "**Homeowners Association**" or "HOA" means an association of owners of dwelling units within a "planned community", "condominium", or "cooperative" as such terms are used in NRS Chapter 116, et seq.
- (n) "**Improvements**" means public facilities that may include but are not limited to fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control devices, survey monuments, flood control and drainage facilities which are permitted within public rights-of-way as required by the County.
- (o) "**Land Use Approvals**" means the land use approvals and authorizations, including prior and subsequent approvals, and all applicable conditions related to Rhodes Ranch.
- (p) "**LVMPD**" means the Las Vegas Metropolitan Police Department ("Metro").
- (q) "**Master Drainage Study**" means a comprehensive drainage study prepared for the Planned Community acceptable to the Department of Community Development and in accordance with the Code.

- (r) "**Master Parks Plan**" means a comprehensive concept level parks plan of Qualified Parks within the Planned Community acceptable to the Department of Parks and Community Service, including but not limited to, the following elements: general location of parks, open space sites, trails and open space systems, wash corridors and flood control facilities which are planned to be integrated into the park/trail systems; natural features; bicycle paths; schools and/or other recreational space(s).
- (s) "**Master Transportation Study**" means a comprehensive transportation study and any updates thereto, prepared for the Planned Community and submitted to and approved by the County that includes analysis of the viability of the proposed alternate major street network and intersection plan of the Planned Community and identifies impacts to street segments and intersections within and outside of the Planned Community or to any of its individual subdivisions. The Master Transportation Study includes any and all addendums acceptable to the County, State and/or other public entity.
- (t) "**NDOT**" means Nevada Department of Transportation.
- (u) "**NRS**" means Nevada Revised Statutes, as amended.
- (v) "**Owner**" means *Rhodes Ranch Limited Partnership* and its successors and assigns, if any, as Owner of the land constituting the Subject Property.
- (w) "**Park Director**" means the Director of the Clark County Parks and Recreation Department.
- (x) "**P-C Zoning**" means the zoning overlay district for the Planned Community approved through Application No. ZC-1953-96 and all conditions thereto, pursuant to the P-C Zoning Ordinance in effect.
- (y) "**P-C Zoning Ordinance**" means Ordinance No. 1733 creating Chapter 29.48 of Title 29 of the Code establishing a P-C Planned Community Overlay District which became effective on November 22, 1995.
- (z) "**Phase of Development**" shall mean the area located within the limits of any land division map for the Planned Community, or any other non single family residential development within the Planned Community, or portions thereof, and being a part of the Specific Plan.
- (aa) "**Planned Community**" means the Subject Property and the proposed development of the Subject Property described in this Agreement. (Also referred to as "Rhodes Ranch" and the "Rhodes Ranch Master Planned Community").
- (bb) "**Planned Community Parameters**" has the meaning set forth in Section 29.48.030 of the Code.

- (cc) "**Qualified Park**" means a programmable park space that is open and available for general public use on a non-discriminatory basis and programmed by the County. (Also referred to herein as "County Park").
- (dd) "**Rhodes Ranch**" Also referred to as the Rhodes Ranch Master Planned Community, means the Subject Property and the existing property development of the Subject Property as described in the Land Use Approvals and this Agreement.
- (ee) "**Specific Plan**" means the *Rhodes Ranch Specific Plan*, application numbers MP-0785-96 and MP-0876-06 as approved by the County Commission and amended from time to time.
- (ff) "**Streetscape Area**" means the street medians and landscape improvements adjacent to all County roads within the Planned Community.
- (gg) "**Street Improvements**" means public or private facilities that may include but are not limited to fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control devices, survey monuments, flood control and drainage facilities which are permitted within public rights-of-way as required by the County.
- (hh) "**Subject Property**" means that certain real property, which Owner owns or has the right to acquire, located in the County and more particularly described on Exhibit "A".
- (ii) "**Term**" means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.
- (jj) "**Trails and Open Space**" means public non-programmed amenities such as trail systems, equestrian facilities, trailheads, wash corridors or other natural or environmental areas of significance. Trails and Open Space may have activity nodes.
- (kk) "**Updated Master Transportation Study**" means an update to the Master Transportation Study that addresses the transportation impacts of residential units 9,001 through 12,621 in the Planned Community.

SECTION 2

RECITAL OF PREMISES, PURPOSE AND INTENT

2.01 Recitals. This Agreement is predicated upon the following facts and findings:

- (a) Statutory Authorization. The County is authorized, pursuant to NRS §278.0201 through 278.0207 and 278.02591 through 278.02598 inclusive, to enter into binding Development Agreements with persons having a legal or equitable interest in real property to establish long range plans for the development of such property.
- (b) Ownership Interest. Owner represents that it has, will acquire, or has the right to acquire, fee title ownership of the Subject Property.
- (c) County Authorization, Hearing and Ordinance. All preliminary processing with regard to the Rhode's Ranch Master Planned Community has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on the Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. At the described meeting, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that the Agreement meets the requirements of the County Code, and execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. On July 16th, 2008, the County Commission adopted Ordinance No. 3676 approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance took effect on July 30th, 2008. The County agrees to record a certified copy of the ordinance as required by NRS § 278.0207.
- (d) County Intent. The County desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law to better provide for public services, public uses and urban infrastructure, to promote the health, safety and general welfare of the County and its inhabitants and visitors, to minimize uncertainty in planning for and securing orderly development of Rhodes Ranch and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens and otherwise achieve the goals and purposes of the Clark County Code and Master Plan. In exchange for these and other benefits to the County, the Owner will receive the assurance that it may develop Rhodes Ranch during the Term in accordance with the Applicable Rules, subject to the terms and conditions herein contained.
- (e) Owner Intent. In accordance with the legislative intent evidenced by the NRS authorizing development agreements and the intent of the County in adopting an ordinance allowing development agreements, the Owner wishes to obtain reasonable assurances that the Owner may develop the Rhode's Ranch Master Planned Community in accordance with the terms and conditions set forth in this Agreement. The public services, which include facilities and infrastructure, existing or planned at this time, require additions, expansions and enhancements in order to provide the necessary support for the full development of the Subject Property as contemplated by the Owner. The Owner is willing to enter into this

Agreement in order to pay the Owner's share of the costs to provide certain public services, facilities and infrastructure in the area of the Rhode's Ranch Master Planned Community. The Owner acknowledges that this Agreement was made a part of the County record at the time of its approval by the County Commission and that the Owner agrees without protest to the requirements, limitations, or conditions imposed by this Agreement and the Land Use Approvals. The Owner's decision to commence development of the Rhode's Ranch Master Planned Community is based on the expectation of proceeding with Rhodes Ranch to completion.

(f) Acknowledgment of Uncertainties. The parties acknowledge that circumstances beyond the control of either party could defeat their mutual intent that the Rhode's Ranch Master Planned Community be developed in the manner contemplated by this Agreement. Among such circumstances are the unavailability of water or other limited natural resources, regulation of air and water quality, and similar conditions. The Owner recognizes that water shortages could affect the County's ability to perform its obligations hereunder. It is not the intent of the parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving the Owner of any right under this Agreement, which can be performed.

(g) Provision of Water and Sewer Service. The Owner clearly understands and agrees that, amongst other requirements, water commitment and sanitary sewer system development approval must be obtained from the proper governmental entities, namely the Las Vegas Valley Water District and the Clark County Water Reclamation District. Fees and services for such commitments and systems are established by said governmental entities and must be paid and complied with by the Owner in accordance with said governmental entities' requirements as amended from time to time. This Agreement does not in any way guarantee or provides a right for the provision of water and sewer services nor are any fees and services for water or sewer service established and/or waived here.

2.02 Incorporation of Recitals. The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

2.03 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS § 278.0201, this Agreement must set forth the maximum height and size of structures to be constructed on the Subject Property, the density and intensity of uses and the permitted uses of the Subject Project. County agrees the Rhode's Ranch Master Planned Community may be developed to the density and intensity and with the land uses and development standards set forth in the Land Use Approvals, the Applicable Rules and this Agreement. The density is capped at 12,621 residential units within the Planned Community. This residential unit cap of 12,621 residential units does not include the 1,000 residential units approved for the hotel/casino site referenced in Section 3.03(c).

2.04 Expansion of the Planned Community. Subject to County's consent as evidenced by an approved supplement to this Agreement, Owner may increase the size of the Planned Community, so long as the aggregate increases do not result in a total number of residential units that exceeds the limitations set forth in Section 4.01(b) of this Agreement. An amendment to this Agreement shall be required prior to any change or addition that will result in an aggregate density that exceeds the limitations set forth in this Section of the Agreement.

SECTION 3

DEVELOPMENT OF THE PLANNED COMMUNITY

3.01 Time for Construction and Completion of the Planned Community. Except as otherwise provided in this Agreement, Owner shall have discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Planned Community.

3.02 Rhodes Ranch Master Plan. The Rhodes Ranch Planned Community Specific Plan approved by the Board of Clark County Commissioners on October 16, 1996, as updated on December 6, 2006 (the "Specific Plan") along with the Planned Community Parameters adopted along with the P-C Overlay Zone in application number ZC-1953- 96 constitute the Rhodes Ranch Land Use Master Plan.

3.03 Reliance on Land Use Approvals and Use Approvals and Applicable Rules. County hereby agrees that Owner will be permitted to carry out and complete the entire Planned Community in accordance with the uses and densities set forth in the Land Use Approvals subject to the terms and conditions of this Agreement and the Applicable Rules. Without limiting the foregoing and subject to the conditions and requirements of the Applicable Rules and the Land Use Approvals, County agrees:

(a) Pursuant to the Specific Plan and the Planned Community Parameters included in the P-C Overlay Application ZC-1953-96 and this Agreement,

(i) Twelve thousand six hundred twenty-one (12,621) residential units (or such lesser number as Owner may elect) may be developed and constructed within the Planned Community;

(ii) Three Hundred Fifty (350) acres (or such lesser number as Owner may elect) of the Planned Community may be developed with non-residential private uses;

(iii) The Planned Community may, subject to water conservation conditions in this Agreement, contain one golf course having up to Eighteen (18) holes of golf and related facilities; and

(iv) The Planned Community may be developed with other land uses and facilities described in the Specific Plan.

(b) Pursuant to the P-C Zoning and the terms of this Agreement and subject to Owner's infrastructure obligations described in this Agreement, the development of the Planned Community may proceed as if all of it were in an area designated "Community District 2" notwithstanding that all or portions of the Planned Community otherwise have the characteristics of "Community District 3" (as such terms are defined or referenced in the P-C Zoning Ordinance and the County Master Plan).

(c) The Planned Community contains one hotel/casino with H-1 zoning, and other associated uses, including one thousand (1,000) residential units above the unit cap of twelve thousand six hundred twenty-one (12,621) residential units, modified development standards and zoning classifications specified in action ZC-1955-96, as approved by the Board of County Commissioners. A separate agreement to be negotiated between the property owner and County will be required to address the additional impact caused by the additional 1,000 residential units above the unit cap that are associated with the hotel/casino.

(d) Pursuant to the P-C Zoning and terms of this Agreement, and upon approval of each Phase of Development, Owner shall be entitled to develop the respective Phase of Development in accordance with the Specific Plan, the P-C Overlay, and this Agreement.

(e) Pursuant to the Land Use Approvals,

(i) Owner may develop or permit development of aggregate processing operations, and concrete and asphaltic concrete plants and sell the products of such operations within and outside the Planned Community;

(ii) Use permits have been granted which modify, in certain respects, the development standards found in Title 29 of the Code. Any modifications to the standards are limited to the approvals obtained;

(iii) Streets have been vacated subject to the dedication of other rights-of-way; and

(iv) Certain development and improvement standards applicable to completion and development of infrastructure in the Planned Community have been modified.

3.04 Air Quality Conformity. Owner acknowledges County has adopted an air quality plan and agrees to use its Best Efforts to comply with the applicable provisions thereof, including any state and federal rules and regulations.

3.05 Dust Mitigation. Owner will use its Best Efforts to educate builders and contractors within the Planned Community of the applicable rules of the Clark County Air Quality Management Department with respect to dust mitigation and will encourage

compliance therewith. County will provide Owner with printed materials available and schedules of any County Health Department seminars or presentations designed to educate Owner and other members of the public in dust mitigation.

3.06 Water Conservation. Owner agrees to use its Best Efforts to encourage water conservation in the Planned Community. Owner agrees to design the golf course, Streetscape Areas, park space and any other Community Open Space using the best available water conserving techniques, including but not limited to proper soil preparation and water conserving irrigation systems and equipment. Landscaping within public streetscape areas shall not include turf and shall be limited to water conserving plant materials. Owner shall create and impose design criteria on all development within the Planned Community that will encourage water conservation in all landscaping treatments by incorporating water conservation concepts, proven water conservation equipment, techniques, and plant materials. All existing landscaping on the Effective Date of this Agreement may remain unchanged. From the effective date of this Agreement, Owner will abide by any new water conservation standards.

3.07 Temporary Storm Water Construction Permit. Owner agrees to educate builders and contractors within the Planned Community on the requirements for a Temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection (NDEP).

3.08 Reliance on Specific Plan. County hereby agrees that the Subject Property may be used and developed during the Term hereof for the purpose and in the manner set forth in the Specific Plan incorporated herein by reference subject to the terms and conditions of this Agreement. The Specific Plan sets forth the broad categories of uses and generally defines densities allowed in the Planned Community. County and Owner shall develop more detailed descriptions of the uses and densities through the review process established by the P-C Zoning Ordinance. County agrees that such detailed descriptions may not decrease the approved uses set forth in the Specific Plan and it is not the parties' intent that the process set forth in the P-C Zoning Ordinance could decrease the approved uses set for the in the Specific Plan; provided, however, Owner may decrease the density of use at its option. The Specific Plan sets forth an agreed upon degree of flexibility but, except as otherwise provided herein, Owner may not increase the density and types of uses beyond the maximum set forth in the Specific Plan without County's consent. County also agrees the Specific Plan is now part of the County Master Plan and that all required approvals for such plan of development have been received.

3.09 Modification of Applicable Rules.

- (a) County and Owner Acknowledge and agree the Specific Plan and the County Approvals are peculiar to the Planned Community and may not be

amended, modified or changed during the Term of this Agreement without the express written consent of Owner except as otherwise explicitly provided in this Agreement.

- (b) Pursuant to Code Section 29.48.030(E), the County's development standards will apply to the Planned Community following substantial completion of development. County agrees that any changes to the development standards applicable to any base zoning district that are more restrictive than the development standards in effect on the Effective Date will not apply to the Planned Community.
- (c) Notwithstanding the foregoing, should the County adopt or amend new ordinances, rules, regulations or policies, Owner shall have the option, in its sole discretion, subject to the limitations included in the Specific Plan and the P-C Zoning Ordinance, of accepting such new or amended matters by the giving County written notice of such acceptance and County and Owner shall execute a supplement to this Agreement which will be recorded and then constitute a portion of this Agreement.

3.10 Major Projects Review Team. Owner hereby acknowledges and agrees to submit all required approvals for the development of the Planned Community through the Major Projects Review Team, with the exception of the Master Transportation Study, which shall be reviewed and approved by the Civil Engineering Division of the Development Services Department. The Major Projects team shall process all applications, land division maps, right of way dedications and vacations, technical plans and studies, off-site permits and perform the zoning plan check process of building permits in a prompt, efficient and diligent manner. The Major Projects Review Team is funded through the increased fees contained in the Applicable Rules as amended from time to time by the Board of County Commissioners that the Owner and Builders of the Planned Community are required to pay. All applications relating to the Planned Community will include the name "Rhodes Ranch".

3.11 Special Improvement District. County agrees to use its Best Efforts to assist Owner in the creation of one or more Special Improvement Districts in accordance with the Special Improvement District Guidelines, and to finance those infrastructure improvements for the Planned Community as allowed by law. Further, County agrees to consider, at Owner's option, progress payments as outlined in the Special Improvement District Guidelines, so long as Owner provides additional security to the County's satisfaction guaranteeing completion of the individual Special Improvement District projects. If allowed by applicable law, Owner's share of traffic signal costs may be included in such a Special Improvement District.

SECTION 4

PUBLIC FACILITIES

4.01 General Provisions.

- (a) Construction of Facilities in Lieu of Financial Contribution. Owner may request to construct a public facility in lieu of a financial contribution for such facility. Such a request must be made to and accepted in writing by County, and subject to the following:
- (i) The proposed facility shall be subject to approval by the County in accordance with the Applicable Rules;
 - (ii) The Owner shall be required to construct the approved facility, to County standards and the facility must be constructed in its entirety, unless expressly permitted pursuant to this Agreement or other written approval of the County; and
 - (iii) The facility shall be accessible to the public for its intended use.
- (b) Cap on Residential Units. Owner may develop up to 12,621 residential units within the Planned Community. An amendment to this Agreement addressing the additional public facilities and infrastructure needs shall be required prior to the issuance of any building permit that will allow an aggregate of more than 12,621 residential units. This residential unit cap of 12,621 residential units does not include the 1,000 residential units approved for the hotel/casino site referenced in Section 3.03(c).

4.02 Parks. Owner shall design and construct at no costs or expense to County a maximum of 55 acres of Qualified Parks in conformance with the Master Parks Plan and may dedicate the same to the County. Any reimbursement of the Residential Construction Tax from County to Owner shall not be considered a cost or expense to County. The County acknowledges 55 acres is the only park acreage obligation required of Owner as part of this Second Amendment. The previous qualified park acreage constructed in association with the recreation center within the gated community (7.5 acres) and the acreage associated with the Elementary School (5 acres) are not counted towards this obligation. Owner agrees to provide all recreational amenities on the maximum of 55 acres as identified in the Master Parks Plan. For purposes of this section, Qualified Park acreage shall be net acreage as the term is defined in Clark County Code Chapter 29.

- (a) Master Parks Plan. Owner shall work with County to develop a comprehensive Master Parks Plan for the Planned Community. Such Plan shall include the locations of the Qualified Parks and the recreational amenities within such parks, including without limitation, open space sites, trail systems, flood

control facilities which are to be integrated into the park/trail system, natural features, bicycle paths, schools and other recreational open space. If Owner and the County Park's Director or his or her designee have not agreed upon a Master Parks Plan prior to the issuance of the building permit for the 9000 residential unit, Owner and County may mutually agree in writing to adjust the park construction timelines outlined in Section 4.02(b).

(b) Park Maintenance. Owner reserves the right but not the obligation to maintain parks dedicated to the County within the Planned Community pursuant to entering into a license and maintenance agreement with the County. Owner agrees that County is only obligated to maintain Qualified Parks that are 10 or more acres in size or are contiguous with another County maintained park totaling 10 or more acres in size unless Owner assumes maintenance obligations of said Qualified Parks. Owner agrees to maintain all other parks, as well as trails, paseos and equestrian facilities. Further Owner may elect to transfer maintenance obligations to any HOA formed by Owner, or its designee.

(i) Park Standards – Owner shall design and construct Qualified Parks in compliance with County's minimum park standards and specifications in force at the time of approval of the Master Park Plan. All Qualified Park designs and cost estimates must receive County approval prior to commencing construction of the parks.

(ii) Qualified Parks to be Constructed – The following parks will be constructed by Owner as described herein at the locations mutually agreed upon by the County and Owner and/or as identified in the Specific Plan and on the park plan attached hereto as Exhibit "C", subject to the limitations described in this Section.

- Red Ridge Park: Owner shall construct the 27 acre Red Ridge Park at the location indicated on Exhibit "C". County recognizes that Owner has commenced construction on Red Ridge Park, but the construction permits have lapsed, and the permits must be re-issued to recommence the construction of Red Ridge Park. County will use its Best Efforts to ensure a grading permit is re-issued to Owner within 6 months of the Effective Date of this Agreement. If the grading permit necessary to recommence construction of the park has not been re-issued for Red Ridge Park within 6 months of the Effective Date of this Agreement, Owner and County agree that Owner may receive one 30 day extension of time for good cause. If after 7 months from the Effective Date of this Agreement, the grading permit necessary to recommence construction of the Park has not been re-issued, a status check at a public hearing before the Board of County Commissioners will be conducted. A status check at a public hearing before the Board of County

Commissioners may also be conducted one year from the Effective Date of this Agreement, and may be conducted in six (6) month intervals thereafter, to assess the status of the construction of Red Ridge Park.

Owner shall substantially complete the 27 acre Red Ridge Park within two (2) years from the Effective Date of this Agreement. If, after two (2) years from the Effective Date of this Agreement, Owner has not substantially completed Red Ridge Park, Owner may request one three (3) month administrative extension of time for good cause. If Owner needs additional time to substantially complete Red Ridge Park after the three (3) month administrative extension has expired, Owner may request one additional three (3) month extension of time, for good cause, to substantially complete Red Ridge Park from the Board of County Commissioners at a public hearing. Owner must apply for, and obtain approval of, the three (3) month extension of time from the Board of County Commissioners prior to the expiration of the three (3) month administrative extension of time described above.

- Regional Park: Owner shall construct the 18 acre Regional Park at the location indicated on Exhibit "C". Owner shall substantially complete the 18 acre Regional Park prior to the issuance of the building permit for the 11,000 residential unit.
- Future Park Obligation: Owner shall construct a 10 acre Future Park at the location indicated on Exhibit "C". Owner shall commence construction on the 10 acre Future Park prior to the issuance of the building permit for the 11,750 residential units and substantially complete the Future Park prior to the issuance of the building permit for the 12,250 residential unit.

Owner and County agree that Owner may construct two 5-acre parks in lieu of the 10 acre Future Park at locations agreed upon by the parties. The two 5-acre parks will be considered Qualified Parks if added to existing Qualified Parks. The first 5-acre park must be substantially complete prior to the issuance of the building permit for the 11,750 residential unit. The second 5-acre park must be substantially complete prior to the issuance of the permit for the 12,250 residential unit. No qualified acreage will be located within the gated portion of the community.

The phrase "commence construction" means an earthmoving permit has been issued on the park site. The phrase "substantially complete the Park" means that the park has been constructed, to County standards, with all improvements installed, as acknowledged by the Clark County Manager or his or her designee in writing.

- (iii) Park Names - Owner shall submit for County approval all park names within the Planned Community.
- (iv) Park Acreage Adjustments and Substitutions. County may approve alternate park sites for development by Owner without amending this Agreement. County is obligated to obtain the BLM lease for each park site identified in Section 4.02(b)(ii), and as shown on the approved Specific Plan, in the time and manner consistent with Owner's obligations to complete said parks. In the event County is unable to obtain the required BLM lease in the time and manner consistent with the Owner's obligation to complete said parks, Owner and County may mutually agree to adjust the timeline as specified herein.

(c) Use of Flood Control Facilities—County will consider allowing Owner to have the right to construct private parks, trails and recreational facilities within storm water detention basins, drainage channels, and flood plains so long as such facilities meet the minimum design and construction standards of the County and the CCRFCD (where applicable). Where applicable, Clark County agrees to use its Best Efforts to enter into an inter-local agreement with the CCRFCD to permit the construction and use of approved private park and trail facilities within regional flood control facilities.

(d) Park Paseo Flood Criteria

- (i) Park improvements may not be constructed in such a way as to significantly reduce the cross-sectional flow requirements of a drainage facility. Appropriate flood warning signage must be placed per County requirements throughout all applicable parks and paseos. Side slopes of detention facilities containing parks shall not be steeper than a 4:1 slope. In addition, the design of any multi-use facilities must meet the criteria set forth in the Hydrologic Criteria and Drainage Design Manual Section 304.8.
- (ii) Landscaped paseos or linear parks connected to other park space or public facilities shall be a minimum of fifty feet (50') in width at the narrowest point (measured at the top of the channel) and contain a path with a minimum width of eight feet, unless otherwise required for vehicular access.

(e) Residential Construction Tax Credit – Chapter 19.05 of the Code imposes a fee upon the privilege of constructing residential units (hereinafter “Residential Construction Tax”). Owner and any Designated Builder shall be entitled to a credit against the Residential Construction Tax for any Qualified Park as follows:

- (i) Except as provided herein, the minimum park size shall

not be less than ten (10) acres in size, and shall include all or some of the following amenities: turf areas, trees, irrigation, playground apparatus, playing fields, play areas, picnic areas, horseshoe pits, jogging and exercise paths, frisbee golf, water play features and other recreational equipment or appurtenances designed to serve residences within the Planned Community. A park smaller than ten acres and referenced in Section 4.02 of this Agreement may qualify for tax credits if it is connected to other park space or public facilities.

- (ii) All facilities for which tax credits have been granted shall be available for use by the general public on a non-discriminatory basis. In the case of privately owned land, such requirement shall be stated in a land use restriction reasonably acceptable to the County, and recorded against the land on which such facilities are located.
 - (iii) Qualified Park improvements must be in conformance with NRS 278.4983.
 - (iv) Tax credits shall not be available for any residential unit for which a building permit has been issued.
 - (v) Pursuant to Code Chapter 19.05, Owner agrees to bond for 100 percent of the approved estimated construction cost of the Qualified Park and recreational facilities. Except as provided herein, once the Qualified Park is constructed and accepted by County Owner agrees to provide to the County copies of all construction invoices, bills and payment checks. The final credit shall be adjusted by the County to reflect the actual cost of the Qualified Park.
 - (vi) At such time as Owner and or Designated Builder have completed a Qualified Park, Owner or Designated Builder shall thereafter be entitled to a reimbursement of collected (RCT) Residential Construction Tax. The amount of the credit shall be equal to 100% of the collected RCT for said project, not to exceed the costs to construct the Qualified Park. A phased reimbursement of the collected RCT tax will be thoroughly considered by County after the re-issuance of the grading permit and the recommencement of the construction of Red Ridge Park.
- (f) Park Right-of-Way Street Dedication. County agrees to reasonably accommodate Owner's desire to create curvilinear roads within the Planned Community and to allow perimeter roadways to encroach into park property as needed for the desired curvilinear Street Improvements.

4.03 Traffic Studies. County acknowledges that Owner has prepared, submitted and had approved by the County a Master Transportation Study.

Owner agrees to prepare and submit to the County and Nevada Department of Transportation ("NDOT") an Updated Master Transportation Study to address the impacts to existing infrastructure from existing and proposed development outlined in this Second Amendment, specifically to address any density over 9,000 residential units. Owner further agrees to prepare and submit site specific traffic studies as required through the conditional approval of development actions in accordance with the Code and in a manner acceptable to the County. Owner shall be responsible to provide (or agrees to provide with adequate assurance of performance) in accordance with the County's standard practices, at no cost to the County, On-Site improvements (defined below) and Access Roads in connection with each Phase of Development in accordance with the Code and in a manner acceptable to the County. Owner shall be responsible to provide at no cost to County all On-Site Improvements in accordance with this Section. For the purposes of this Section of this Agreement, the following terms have the following meanings:

"Access Roads" shall mean a minimum of two-lane paved access roads having a minimum of two through lanes and a left turn lane and safety lighting at all existing intersections necessary to provide ingress and egress for each phase of the development.

"Off-Site Improvements" shall mean mitigation measures and improvements required by the Updated Master Transportation Study for roadways and intersections located outside the Planned Community, except for Access Roads and improvements required for intersections and roadways along the external boundary of the Planned Community as identified in said Updated Master Transportation Study approved by the County.

"On-Site Improvements" shall mean mitigation measures and improvements to intersections and roadways located within each Phase of Development of the Planned Community plus Access Roads and improvements required for intersections and roadways located along the external boundary of the Planned Community as identified in the applicable site specific traffic study approved by the County.

4.04 Mitigation of Off-Site Traffic Impacts. As it applies to the Planned Community, Owner's obligation (to improve any Off-Site Improvements, to pay the estimated fair market value for property needed to construct such Off-Site Improvements, and for any other transportation appurtenances required to be located outside of the Planned Community) shall be limited to those obligations identified in the approved Updated Master Transportation Study and this Agreement. Also as it applies to the Planned Community and except as expressly provided in this Agreement, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further rights-of-way, facilities or improvements

located outside the Planned Community. Development of the Planned Community will not be interrupted as a result of any failure of necessary Off-Site Improvements being in place so long as Owner has complied with the terms of this Agreement in all material respects.

4.05 Underground Conduit. If separately approved by the County's Board of Commissioners, the County agrees to attempt to negotiate a non-exclusive revocable license and maintenance agreement subject to the conditions established by the County to allow Owner to install underground conduit in all public roadways and rights-of-way in the Planned Community at Owner's sole cost and expense for cable TV, video, computer, communication, telephone and similar functions and future electronic or communication uses of any kind, County does not assume any responsibility for the protection of any such conduit, and any installation thereof by Owner shall be at Owner's sole risk. Owner shall be required to remove or relocate the conduit upon notice from the County. The use of such conduit by any entity including the Owner shall be subject to applicable regulatory and franchising provisions of the County, State, and Federal government. Owner further agrees to require any user of such conduit, including the Owner, to be franchised or licensed as required by law or the County, and to provide reasonable additional capacity for the County exclusive use at cost or expense to the County.

4.06 Flood Control Facilities and Technical Drainage Studies. County acknowledges that Owner has met its obligations under the Original Agreement related to the Master Drainage Study, Flood Control Facilities and Technical Drainage Studies for the Planned Community. If an update is needed, Owner agrees to prepare and submit update(s) to these Studies to address the additional impacts of this Second Amendment on the Planned Community, specifically to address any additional density over 9,000 residential units. Owner shall prepare a technical drainage study acceptable to the County and the CCRFCD for each Phase of Development prior to recording any final map or the County issuance of any permits for that Phase of Development. The Owner shall construct at its sole cost and expense those Flood control facilities identified in the approved technical drainage study which are necessary for the flood protection of the Planned Community or for the mitigation of any downstream flood impacts caused by the development of the Planned Community, Owner agrees to cooperate with the County in the design and treatment of local and regional flood control facilities including, but not limited to, the construction of recreational or other multiple use facilities located within said flood control facility, if approved by the County and the CCRFCD.

4.07 Fire and Emergency Medical Services. County acknowledges Owner has fulfilled its obligations for fire and emergency medical services under the Original Agreement up to the 9,000th building permit for a residential unit. Beginning with the issuance of the 9,001 building permit for a residential unit within the Planned Community and continuing with each permit thereafter, the Owner shall pay \$100.00 per residential building permit as contribution towards a fire facility and equipment. There will be a maximum 3% annual increase per individual residential permit in the fire and

emergency medical services contribution starting the year after the issuance of the 9,001 residential building permit.

4.08 Metro Contribution. County acknowledges Owner has fulfilled its obligations for police services under the Original Agreement up to the 9,000th building permit for a residential unit. Beginning with the issuance of the 9,001 building permit for a residential unit within the Planned Community and continuing with each permit thereafter, the Owner shall pay \$110.00 per residential building permit as a contribution towards a police facility and equipment. There will be a maximum 3% annual increase per individual residential permit in the police services contribution starting the year after the issuance of the 9,001 residential building permit.

4.09 Schools Sites County acknowledges that the Clark County School District has reserved public lands for future public schools as shown on the Specific Plan. County agrees Owner has no obligation to provide additional school sites within the Planned Community. However, Owner has agreed to provide the offsite sewer and water for hook-up only to the elementary school proposed on the Specific Plan as a part of its development obligation to County. County agrees to use its Best Efforts to cooperate with Owner and the Clark County School District for any changes in the designated school sites, provided the Clark County School District and Owner have agreed to such change.

4.10 Cooperation in Obtaining Available Funding. County will use its Best Efforts to obtain and use, or to assist Owner in obtaining and using, any state, regional or federal funds (including, without limitation, funds available pursuant to the Southern Nevada Public Land Management Act of 1998, as amended) available for the acquisition, construction, or maintenance of public facilities required to be developed by Owner under this Section.

4.11 Reimbursement for Public Improvements. County acknowledges that Owner may create a special improvement district ("SID") to provide for certain public improvements in and adjacent to the Planned Community, and that private property owners will benefit from the provision of such improvements. Owner shall provide to County written notice that the SID has been formed, and the amount assessed per acre to properties within the district (the "Assessed Amount"). County shall require, as a condition of approval of the development of any property within the Planned Community not assessed in the district, that the owner of such property reimburse Owner an amount equal to the Assessed Amount multiplied by the number of gross acres within the proposed development.

4.12 Acquisition of Offsite Rights-of-Way. With respect to rights-of-way outside the boundaries of the Planned Community but necessary for development of the roadways, utilities, or flood control facilities for the Planned Community, County shall use its Best Efforts to assist (except financially) Owner in obtaining such necessary rights-of-way through acquisition from the Bureau of Land Management or by power of condemnation where authorized by law. Owner acknowledges that County may only acquire roadway, flood control, and sanitary sewer rights-of-way from the Bureau of Land Management. With respect to acquisitions requested by Owner which involve consideration or

payments of fair market value or just compensation, Owner acknowledges it shall be responsible for all such expense and cost of condemnation, including, but not limited to severance damages and reasonable attorney's fees; provided, in no event shall Owner be responsible for the cost of acquisition of any right-of-way beyond a one hundred foot wide corridor, unless additional portions of property must be acquired in order to obtain the intended one hundred foot wide corridor. County also acknowledges that County or RTC will be acquiring right-of-way for its own construction purposes and agrees that Owner shall not be responsible for the cost thereof unless a Traffic Study has demonstrated the immediate need for such improvement. Owner acknowledges County has authority to settle all condemnations entered into at the request of County.

4.13 Street Sections – Modified Development Standards. County agrees to condition right-of-way dedications by private parties within the Planned Community not subject to this Agreement to conform to the street sections and modified street standards, established in the County Approvals.

SECTION 5

REVIEW AND DEFAULT

5.01 Frequency of Reviews. As required by NRS § 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) months during the Term, the Owner shall provide and the County shall review in good faith, a report submitted by the Owner documenting the extent of the Owner's and the County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either party, shall be continued to afford sufficient time for response. The County and the Owner shall be permitted an opportunity to be heard before the County Commission regarding their performance under this Agreement in the manner set forth in this Development Agreement.

5.02 Procedures in the Event of Noncompliance. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing a courtesy notice stating the reason for noncompliance and any action necessary to correct the noncompliance. Courtesy notices must be made by certified mail. If after thirty (30) days of the date the courtesy notice is sent the noncompliance is not corrected to the satisfaction of the complaining party, the party alleging noncompliance shall deliver in writing a notice of default. The time of notice shall be measured from the date of certified mailing. The notice of default shall include the Section of this Agreement alleged to be violated, the nature of the alleged default and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of default letter is pending the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected after

thirty (30) days or such greater time specified in any notice of default, the following procedures shall apply::

(a) County Procedures

(i) Intent to Remedy Noncompliance. After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the Director of Development Services, or his or her designee, may do one or both of the following options:

- (1) Suspend the processing and issuance of any or all building permits or inspections for Rhodes Ranch until the noncompliance has been corrected; and/or
- (2) Issue a letter providing notice of County's intent to set the matter for hearing before the County Commission.

The letter shall notify the Owner of the action taken. In the event County selects option (2), the County shall give the Owner at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The letter, notifying the Owner of the hearing shall contain the intended hearing date. The seven (7) business days are measured from the date of certified mailing of the notice.

(ii) Hearing Schedule. If the default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission on the next available Commission zoning agenda.

(iii) Review by County Commission. Following consideration of the evidence presented before the County Commission and a finding based on substantial evidence that a default has occurred by Owner and the default remains uncorrected, the County Commission may authorize the suspension of building permits within the Planned Community or may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any Vested Right in favor of Owner, existing or received, as of the date of the termination. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to Sections 5.04 and 5.05 hereof, to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) Owner Procedures

(i) Review by County Commission After proper notice and the expiration of the above-reference periods for correcting the alleged default, Owner may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter, County shall schedule an item to consider the alleged default on the next available Commission zoning agenda.

(ii) Decision by County Commission. Following consideration of the evidence presented before the County Commission and a finding that a default has occurred by County and remains uncorrected, the County Commission shall direct County staff to correct the default. Owner shall have twenty-five (25) calendar days after the date of notice of the County Commission's decision is filed with the Clark County Clerk, Commission Division, to institute legal action pursuant to this Section hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(c) Notices. All notices provided for herein shall be sent to and in the manner provided in Section 7.08 of this Agreement.

5.03 Unavoidable Delay or Default, Extension of Time for Performance. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. If written notice of any such delay is given to County within thirty (30) calendar days after the commencement thereof, an automatic extension of time, unless otherwise objected to by County within ten (10) business days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between County and Owner.

5.04 Institution of Legal Action. The County and Owner agree that the County would not have entered into this Agreement if it were liable for damages under or with respect to this Agreement. Accordingly, the County and the Owner may pursue any remedy at law or equity available for breach, except that neither the Owner nor the County shall be liable to the other or to any other person or entity for any monetary damages whatsoever. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in this Section. Following such notice, a public hearing must be held by the County Commission where the allegations

will be considered and a decision regarding their merits will be reached. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard review appropriate to Court review of zoning actions, and the decision of the County Commission shall be overturned or overruled if their decision is arbitrary and capricious. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing. If a party desires to present new or additional evidence to the Court, they may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

5.05 Applicable Laws. This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

5.06 Adjustments for Inflation. In the event there is a delay of more than one year in the payment of a contribution required in Section 4 of this Agreement, the amount of the contribution may be adjusted for inflation. If the parties are unable to agree to the adjusted amount, the matter may be set for a hearing before the County Commission, after notice is provided to Owner. After the County Commission conducts a public hearing and considers the evidence presented, it may adjust the amount of the contribution to account for inflation.

SECTION 6

CONFLICTING LAWS

6.01 Conflicting State or Federal Rules. In the event that any conflicting state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected and the conflicting laws or regulations shall not be applied retroactively.

- (a) Notice and Copies. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement.
- (b) Modification Conferences. The parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation, or accommodate any such action or inaction.

6.02 County Commission Hearings. In the event the County believes that an amendment to this Agreement is necessary pursuant to this Section 6 due to the effect or enactment of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the County Commission. The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. The Owner shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 5 above. The parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

6.03 Cooperation in Securing Permits. The County shall cooperate with Owner in securing any County permits, licenses or other authorizations which may be required as a result of any amendment or suspension resulting from actions initiated under this Section. Owner will be responsible to pay all applicable fees in connection with securing of the permits.

SECTION 7

GENERAL PROVISIONS

7.01. Enforcement and Binding Effect. Subject to the limitations of NRS 278, this Agreement is enforceable by either party in accordance with its terms notwithstanding any change (which, except for this Agreement, would otherwise be applicable) in any of the Applicable Rules. Nothing in this Agreement shall prevent the County from increasing "cost based fees" which are deemed to be fees for issuance of Land Use Approvals, building permits, plan checks, or inspections which are based upon actual costs to the County and which are uniformly applied to all development and construction subject to the County's jurisdiction.

7.02. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the twentieth (20th) anniversary of the Effective Date unless extended by written agreement executed by County and Owner.

7.03. Assignment.

- (a) To an Affiliate of Owner. The rights of Owner under this Agreement may be freely transferred or assigned to any entity, partnership or corporation which Owner controls or in which Owner has a controlling interest or which controls Owner; provided, such entity shall assume in writing all obligations of Owner hereunder. In connection with the conveyance of any portion of the property Owner shall provide County with written notice of any sale, transfer, conveyance or assignment of any unimproved portion of the Planned Community.

- (b) Transfer Not to Relieve Owner of its Obligation. Except as expressly provided herein, no assignee or transferee of any portion of the Planned Community within a recorded subdivision map shall be subject to the obligations of Owner as to the portion of the Planned Community so assigned or transferred nor be deemed to have assumed all such obligations, and such assignment or transfer shall not relieve Owner of its obligation as to the assigned or transferred portion of the Planned Community. However, Owner may assign to an assignee or transferee the right to enforce this Agreement with respect to that portion of the Planned Community which such assignee has acquired an interest or that portion of the Planned Community a transferee has acquired.
- (c) To a Third Party. If Owner shall sell or transfer more than fifty (50%) percent of the Planned Community then owned by Owner to a party not affiliated with Owner, Owner shall be relieved of its obligations hereunder, provided such transferee shall assume all obligations of Owner then unsatisfied,
- (d) In Connection with Financial Transactions. Owner has full discretion and authority to transfer, assign or encumber the Planned Community or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transaction at any time and from time to time without permission of or notice to County.

7.04. Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the parties hereto.

7.05 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold County, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage far personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner of those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Planned Community. Owner agrees to and shall defend County and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Planned Community. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for County in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

7.06 Binding Effect of Agreement. Subject to this Section, the burdens of this Agreement bind, and the benefits of this Agreement inure to the parties' respective successors in interest.

7.07 Relationship of Parties. It is understood that the contractual relationship between County and Owner is such that Owner is an independent contractor and not an agent of County for any purpose.

7.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: COUNTY OF CLARK
Department of Development Services Major Projects Division
Clark County Government Center
500 South Grand Central Parkway, 1st Floor
P.O. Box 551741
Las Vegas, NV 89155-1741
Attn: Joel McCulloch

With a Copy to: COUNTY OF CLARK
OFFICE OF THE DISTRICT ATTORNEY-CIVIL DIVISION
Clark County Government Center
500 South Grand Central Parkway 5th Floor
P.O. Box 552215
Las Vegas, Nevada 89155-2215

To Owner: Rhodes Ranch, LP
4730 South Fort Apache Road, Suite 300
Las Vegas, NV 89147
Attention: John Rhodes

With a Copy to: Kummer Kaempfer Bonner Renshaw & Ferrario
3800 Howard Hughes Parkway, 7th floor
Las Vegas, Nevada 89169
Attn: Bob Gronauer

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and

transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

7.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

7.10 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of County or the Owner, as the case may be. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies..

7.11 Recording; Amendments. Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon the completion of performance of this Agreement or its earlier revocation or termination, a statement evidencing said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Clark County, Nevada.

7.12 Release. Each residential lot within the Subject Property shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

7.13 Headings, Exhibits; Cross-references. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to Sections and exhibits shall be to Sections and exhibits of or to this Agreement, unless otherwise specified. Unless otherwise expressly set forth herein, all references to "days" in this Agreement shall mean calendar days

7.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not

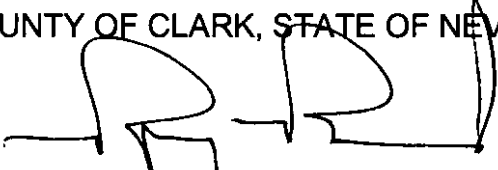
materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

7.15 Voluntary Agreement. The Owner acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written, as authorized by Ordinance No. 1579 of the Clark County Code, to be effective on the date shown in Section 2.01(c).

COUNTY:

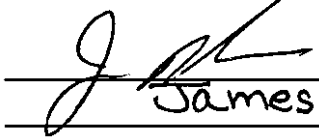
BOARD OF COUNTY COMMISSIONERS,
COUNTY OF CLARK, STATE OF NEVADA

By: 
Rory Reid, Chair

Attest:


Shirley B. Parraguirre, County Clerk

OWNER:

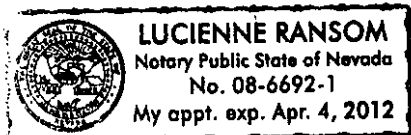
By: 
James Rhodes

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 16th day of July, 2008, by  James Rhodes

NOTARY PUBLIC





**See Attached Exhibit "A" for
Legal Description with Assessor Parcel Numbers**

APN# _____

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS RHODES RANCH, A PLANNED COMMUNITY IN CLARK COUNTY, NEVADA.

DESCRIPTION

A PORTION OF SECTIONS 5, 8, 17 AND 18, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

SECTION 5

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND
GOVERNMENT LOT 23, AND
THE NORTH HALF (N 1/2) GOVERNMENT LOT 22, AND
THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND

THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4),
ALL LYING WITHIN SAID SECTION 5

EXCEPTING THEREFROM THAT CERTAIN PORTION OF "LAS VEGAS BELTWAY" LYING WITHIN THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 5, AS CONVEYED TO CLARK COUNTY BY "GRANT, BARGAIN, SALE DEED" RECORDED JANUARY 21, 1980 IN BOOK 1175 OF OFFICIAL RECORDS AS INSTRUMENT NO. 1134866, AND "DEDICATION" RECORDED JULY 21, 2000 IN BOOK 20000721 OF OFFICIAL RECORDS AS INSTRUMENT NO. 01114, AND "GRANT BARGAIN AND SALE DEED" RECORDED JUNE 7, 2001 IN BOOK 20010607 OF OFFICIAL RECORDS AS INSTRUMENT NO. 01105, AND "DEDICATION" RECORDED JULY 13, 2004 IN BOOK 20040713 OF OFFICIAL RECORDS AS INSTRUMENT NO. 03769, AND "FINAL ORDER OF CONDEMNATION" RECORDED FEBRUARY 14, 2003 IN BOOK 20030214 OF OFFICIAL RECORDS AS INSTRUMENT NO. 02863, ALL IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA. **FURTHER EXCEPTING THEREFROM** THAT CERTAIN FINAL MAP OF "ARBY CONDOMINIUMS" ON FILE IN BOOK 127, PAGE 52 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

SECTION 8

THE EAST HALF (E 1/2), AND
THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND
THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4),
ALL LYING WITHIN SAID SECTION 8

SECTION 17

THE NORTHWEST QUARTER (NW 1/4), AND
THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND
THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4),
ALL LYING WITHIN SAID SECTION 17

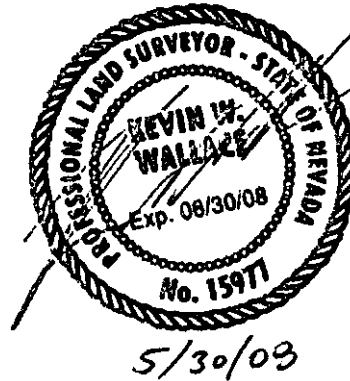
SECTION 18

THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE WEST HALF (W 1/2) OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE
SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE
SOUTHEAST QUARTER (SE 1/4), AND
THE SOUTH HALF (S 1/2) OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER
(SE 1/4), AND
THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST
QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE
SOUTHEAST QUARTER (SE 1/4), AND
THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST
QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE
SOUTHEAST QUARTER (SE 1/4), AND
THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE
SOUTHEAST QUARTER (SE 1/4),
ALL LYING WITHIN SAID SECTION 18

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE
USED TO TRANSFER TITLE UNTIL FULL COMPLIANCE WITH THE PROVISIONS OF N.R.S.
CHAPTER 278:

KEVIN W. WALLACE P.L.S.
NEVADA LICENSE NO. 15977
EXPIRES: JUNE 30, 2008



WALLACE • MORRIS SURVEYING, INC.
Land Survey Consulting

EXHIBIT "B"

EXPLANATION: THIS DESCRIPTION REPRESENTS THOSE CERTAIN AREA'S REMOVED FROM RHODES RANCH BOUNDARY, A PLANNED COMMUNITY IN CLARK COUNTY, NEVADA.

DESCRIPTION

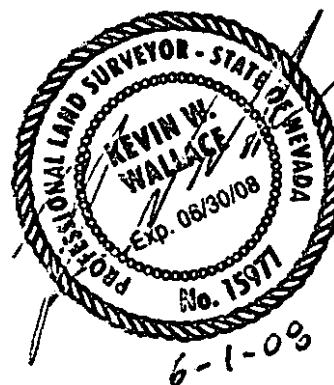
A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

SECTION 5

THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND
THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND
THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND
THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4),
ALL LYING WITHIN SAID SECTION 5

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE USED TO TRANSFER TITLE UNTIL FULL COMPLIANCE WITH THE PROVISIONS OF N.R.S. CHAPTER 278:

KEVIN W. WALLACE P.L.S.
NEVADA LICENSE NO. 15977
EXPIRES: JUNE 30, 2008



**See Attached Exhibit "B" for
Title 29**

EXHIBIT B

Title 19: Parks and Recreation

Chapter 19.05 Local Park Code

Title 26: Land Development Regulations

Chapter 26.01 General Provisions

Chapter 26.02 Definitions

Chapter 26.03 Major Projects Review Procedure

Chapter 26.40 Development Agreements

Title 28: Subdivisions

Chapter 28.04 General Provisions

Chapter 28.08 Definitions

Chapter 28.16 Tentative Maps

Chapter 28.24 Design Standards

Chapter 28.26 Improvement Standards

Chapter 28.28 Improvement Requirements

Chapter 28.34 BLA

Chapter 28.40 Exceptions

Chapter 28.42 Underground Installations

Title 29: Zoning

Chapter 29.01 General Provisions

Chapter 29.02 Definitions

Chapter 29.03 Official Zoning Map

Chapter 29.04 Establishment of Districts

Chapter 29.05 O-S Open Spaces Districts

Chapter 29.06 R-U Zoning

Chapter 29.08 R-A Zoning

Chapter 29.10 R-E Rural Estates Residential District

Chapter 29.12 R-D Suburban Estates Residential District

Chapter 29.14 R-1 Single Family Residential District

Chapter 29.15 R-1a Single Family Residential District

Chapter 29.16 R-T Mobile Home Residential District

Chapter 29.18 R-2 Medium Density Residential District

Chapter 29.20 R-3 Multiple Family Residential District

Chapter 29.21 R-4 Multiple Family Residential District

Chapter 29.22 R-5 Apartment Residential District

Chapter 29.24 C-C Shopping Center District

Chapter 29.25 C-P Office and Professional Districts

Chapter 29.26 C-1 Local Business Districts

Chapter 29.28	C-2 General Commercial District
Chapter 29.29	C-3 General Commercial District
Chapter 29.30	H-1 Limited Resort and Apartment District
Chapter 29.32	H-2 General Highway Frontage District
Chapter 29.34	T-C Mobile Home Park District
Chapter 29.36	R-V-P Recreational Vehicle Park District
Chapter 29.37	P-F Public Facility District
Chapter 29.38	M-D Designed Manufacturing District
Chapter 29.40	M-1 Light Manufacturing District
Chapter 29.42	M-2 Industrial (Without Dwelling) District
Chapter 29.43	M-3 Heavy Industrial District
Chapter 29.44	General Conditions and Exceptions
Chapter 29.45	Nonconformities
Chapter 29.46	Motor Vehicle Access
Chapter 29.47	Planned Development Unit
Chapter 29.48	P-C Planned Community Overlay District
Chapter 29.49	Adult Uses
Chapter 29.50	Public Use Airport Height Zoning Restrictions
Chapter 29.51	Airport Environs Overlay District
Chapter 29.52	Design Review
Chapter 29.53	Rural Mixed Residential Developments
Chapter 29.54	Certificates of Use and Occupancy
Chapter 29.56	Buildings-Permits-Completion
Chapter 29.60	Supplemental Use Classifications
Chapter 29.64	Building Setback and Future Width Lines
Chapter 29.66	Variances
Chapter 29.68	Amendments and Boundary Changes
Chapter 29.70	Master Plan Changes
Chapter 29.72	Street Names and Numbering
Chapter 29.73	Vacation and Abandonments
Chapter 29.77	Community Districts

**See Attached Exhibit "C" for
Park Plan**

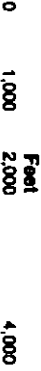
RHODES HOMES

EXHIBIT C MASTER LAND PLAN

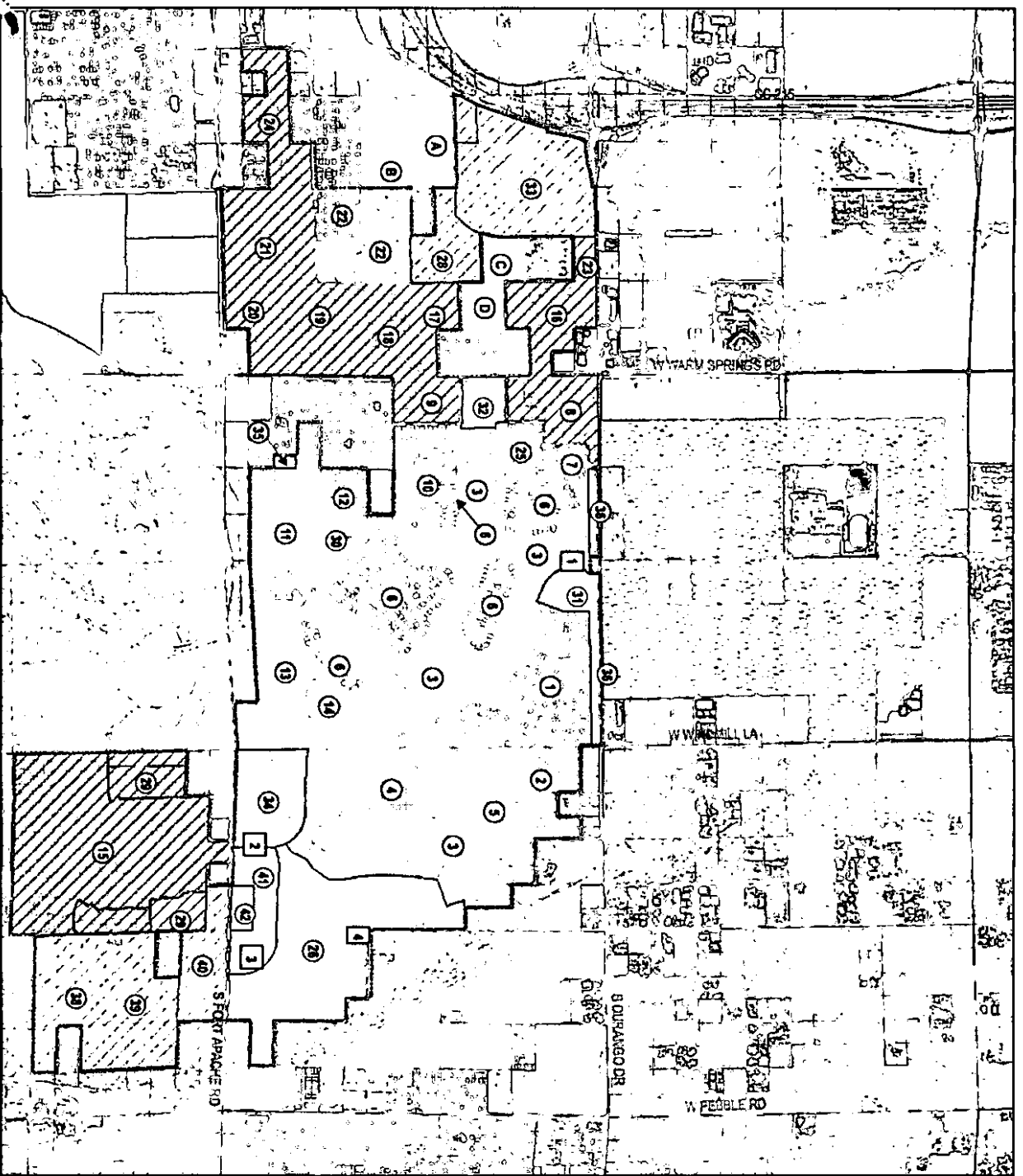
Legend

- Completed or Final Mapped In Gated Community
- Completed or Final Mapped Outside Gated Community
- Active Tentative Maps in Gated Community
- Active Tentative Maps Outside Gated Community
- Planned Parcels in Gated Community
- Planned Parcel in Ranch Outside Gated Community
- Parks & Schools
- Removed From Rhodes Ranch
- SCHOOL WITH AID FROM RHODES HOMES
- RESERVED FOR SCHOOLS
- 27 ACRE RED RIDGE PARK TO BE BUILT BY RHODES HOMES PER DEVELOPMENT AGREEMENT
- FUTURE 10 ACRE PARK TO BE BUILT BY RHODES HOMES PER DEVELOPMENT AGREEMENT
- RESERVED FOR REGIONAL PARK
- w/ 78 ACRES TO BE BUILT BY RHODES HOMES PER DEVELOPMENT AGREEMENT
- Gated Community Wall
- Summerlin South
- Section Number
- Map ID
- Access to Gated Community

*NOTE: AERIAL PHOTOGRAPHY OBTAINED FROM CLARK COUNTY GIS, FLOWN SPRING 2005.



THIS EXHIBIT IS CONCEPTUAL IN NATURE AND IS FOR PLANNING PURPOSES ONLY.



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