

STORM DRAIN CONTRIBUTION AGREEMENT

THIS COST CONTRIBUTION AGREEMENT ("Agreement") is made and executed into as of November 7, 2007 (the "Effective Date") by and between PN II, Inc., a Nevada corporation ("Pulte"); Coleman-Toll Limited Partnership, a Nevada limited partnership ("Toll"); and the City of Las Vegas, a municipal corporation (the "City").

RECITALS

A. Toll is the developer of the Toscana planned community ("Toscana") located at the southwest corner of Tenaya Way and Farm Road in the City of Las Vegas, State of Nevada, and Pulte is the developer of the Wyeth Ranch planned community ("Wyeth Ranch") located at the northwest corner of Tenaya Way and Elkhorn Road in the City of Las Vegas, State of Nevada. Pulte and Toll shall hereinafter be referred to collectively as the "Developers".

B. The City and the Developers desire that certain improvements be constructed to prevent flooding that has affected Toscana and Wyeth Ranch, and other property located along Elkhorn Road between Rainbow Boulevard and Torrey Pines Drive.

C. The City intends to construct a regional flood control storm drainage facility (the "Improvements") within Elkhorn Road between Rainbow Boulevard and Torrey Pines Drive to mitigate flooding of surrounding property, as described in more detail in Exhibit A attached hereto and incorporated herein by reference.

D. The City has requested, and the Developers have agreed, that the Developers contribute to the cost and expense of designing the Improvements, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Developers and the City hereby agree as follows:

1. The City shall design and construct the Improvements. The City shall be solely responsible for obtaining any easements, rights of way, or access rights necessary to construct and maintain the Improvements.

2. Within thirty (30) days after the Effective Date, Toll and Pulte shall each pay to the City the amount of Fifty Thousand Dollars (\$50,000), which shall be applied by the City to the design of the Improvements. The City and the Developers acknowledge and agree that the total cost to design the Improvements may exceed the amounts contributed by the Developers pursuant to this Section 2, and that any additional expense shall be borne solely by the City.

3. The Developers shall repair any structural elements of the existing drainage facilities which have been constructed by the Developers within those areas designated as the "Severance Channel" and the "Rainbow Channel", as such areas are more particularly described in Exhibit B attached hereto and incorporated herein by reference, until the second anniversary

of the Effective Date. The City acknowledges that the Developers intend to convey the Severance Channel and the Rainbow Channel to the Toscana - Wyeth Ranch Landscape Maintenance Association (the "LMA") and that (a) after such conveyance, the LMA shall be solely responsible for any and all maintenance and repair (except as otherwise set forth in this Section 3) of the drainage facilities within such areas, and (b) after the two (2) year period set forth in this Section 3, the LMA shall be solely responsible for the repair of any structural elements of the drainage facilities within such areas.

4. The City shall be solely responsible for the design and construction of the Improvements and hereby indemnifies and holds the Developers harmless from and against any and all claims, liabilities, causes of action, judgments, costs, damages, losses and expenses of any kind or description asserted against either Toll or Pulte by any third parties arising out of or in connection with the Improvements, including, without limitation, the design, construction or maintenance thereof.

5. The City shall within thirty (30) days after receipt of the funds set forth in Section 2 above, provided such improvements have been accepted by the City's Off-Site Inspections and Testing Section, release certain off-site improvement bonds for the Bella Vista Off-Site Channels identified as Bond No. 929251241 in the amount of Eight Hundred Forty Five Thousand Dollars (\$845,000) and Bella Vista Streets, identified as Bond No. 929245744, in the amount of Seven Hundred Ninety Thousand Dollars (\$790,000).

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, by facsimile with simultaneous regular U.S. mail, or certified U.S. mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

To Toll: Craig Garhardt
Coleman-Toll Limited Partnership
1140 Town Center Drive, Suite 350
Las Vegas, Nevada 89144
Phone: (702) 243-9800
Fax: (702) 243-9610

To Pulte: Jeff Deason
PN II, Inc.
8345 W. Sunset Road
Las Vegas, Nevada 89113
Phone: (702) 914-4775
Fax: (888) 382-0085

To The City:

Charlie Kajkowski, P.E.
Public Works Director
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6550
Fax: (702) 382-0848

7. Failure of either party to perform any obligation of this Agreement shall be deemed a material breach if any such failure to perform has not been cured within ten (10) days after delivery of written notice of such failure. In the event of any such material breach, each nonbreaching party shall be entitled to any remedy at law or in equity, including, but not limited to, actual damages and specific performance. The prevailing party in any dispute concerning this Agreement shall be entitled to reasonable attorney's fees and costs.

8. Failure to declare a breach or the actual waiver of any particular breach of the Agreement by another party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

9. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

10. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

11. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the state and federal courts located in the State of Nevada for enforcement of this Agreement.

12. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.


[Signature page follows]

IN WITNESS WHEREOF, the Developers and the City have executed this Agreement as of the date first set forth above.

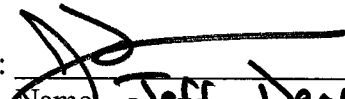
DEVELOPERS:

COLEMAN-TOLL LIMITED PARTNERSHIP
A Nevada limited partnership

By: Toll NV GP Corporation
A Nevada corporation
Its General Partner

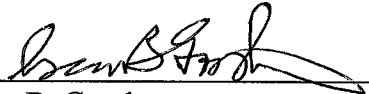
By: 
Name: CRAIG GARBANTI
Title: DIRECTOR of CO

PN II, INC.
A Nevada corporation

By: 
Name: Jeff Deason
Title: DIRECTOR

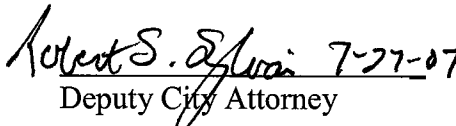
THE CITY:


THE CITY OF LAS VEGAS
A municipal corporation

By: 
Oscar B. Goodman
Mayor

APPROVED AS TO FORM

ATTEST

 7-27-07
Deputy City Attorney


BEVERLY K. BRIDGES, CMC
~~ACTING CITY CLERK~~

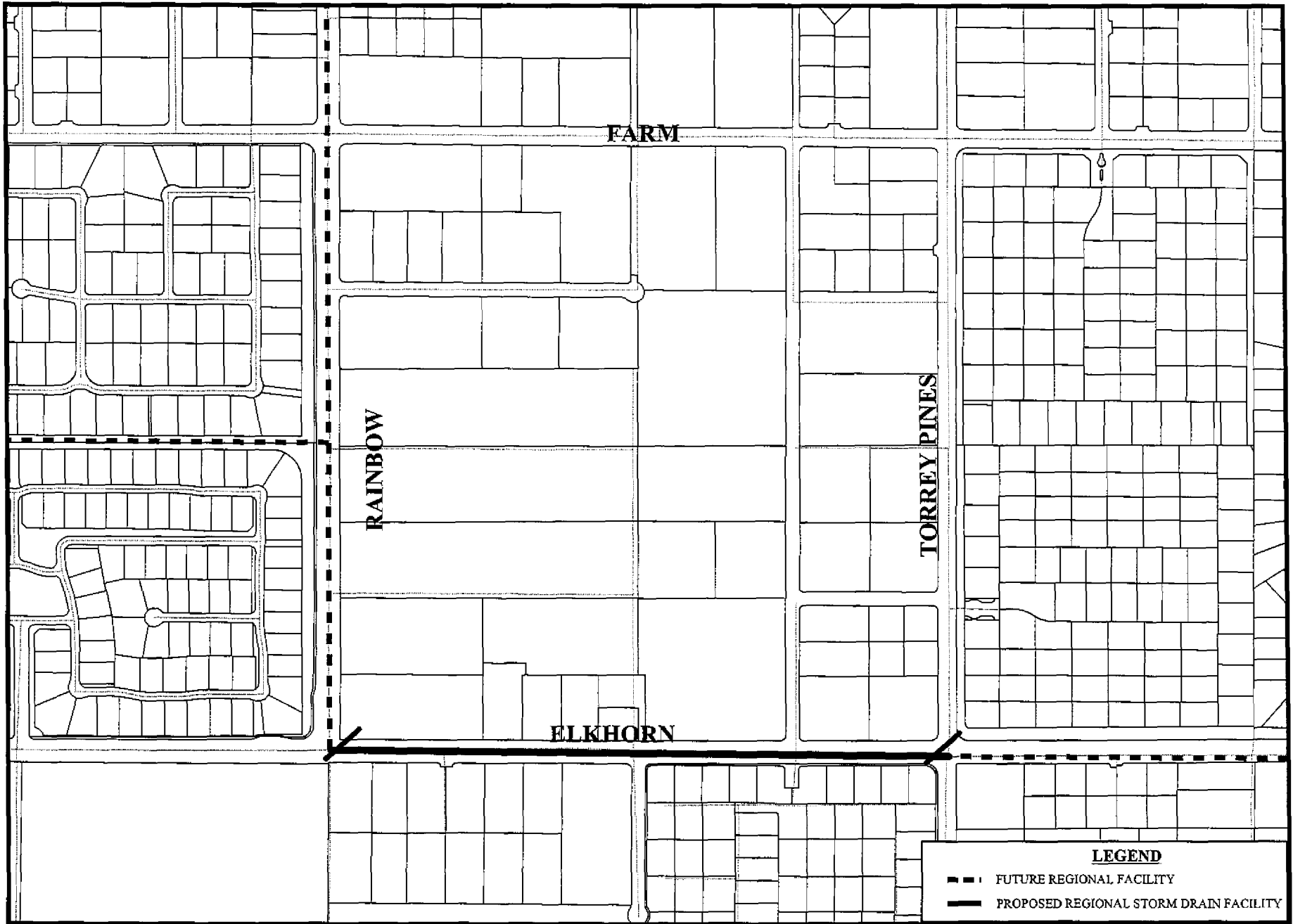
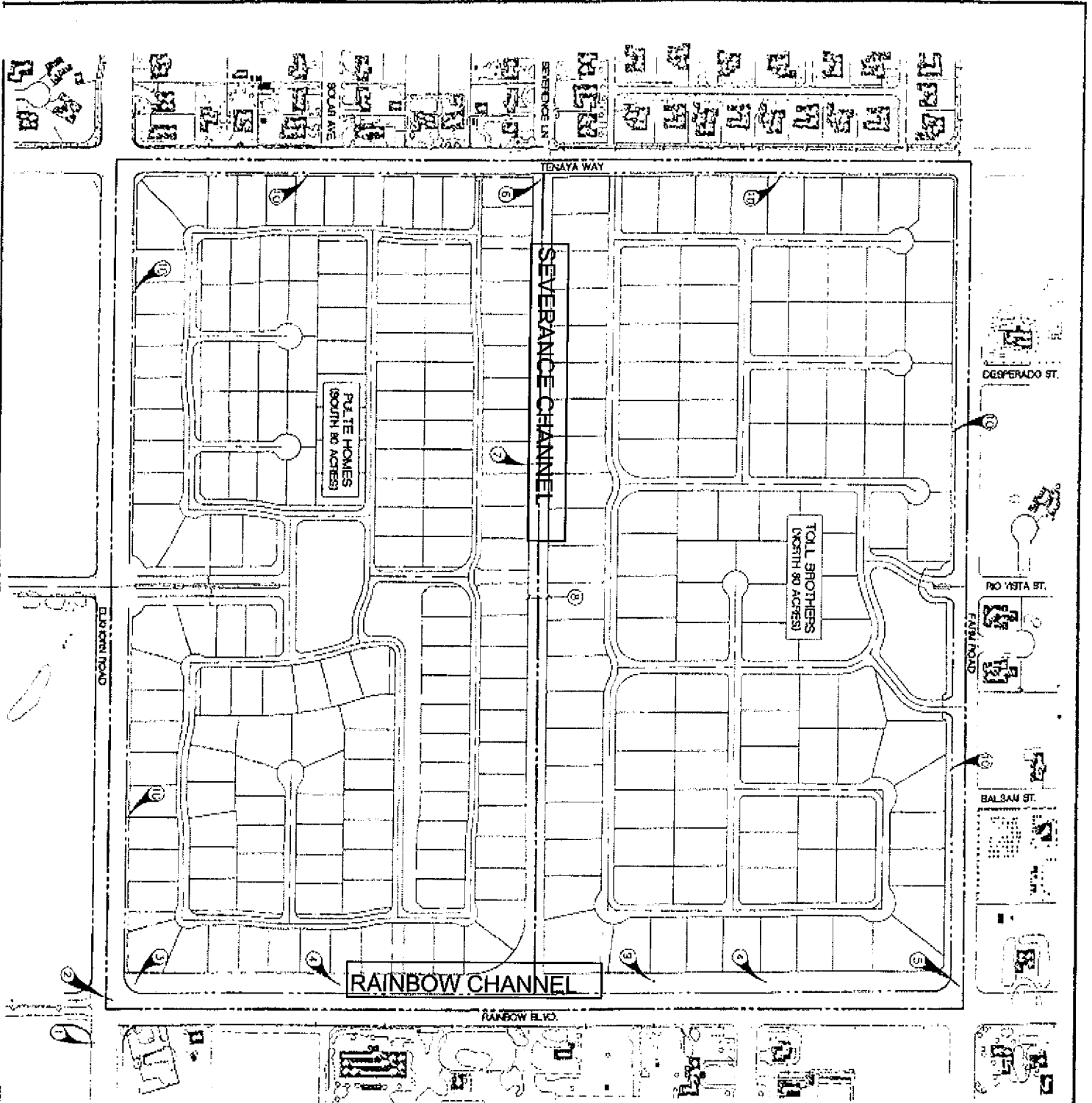


EXHIBIT A
ELKHORN STORMDRAIN—RAINBOW TO TORREY PINES

FA#Dpot\Engineering_Planning\Flood\ARC\VIEW\Exhibit A - Elkhorn Stormdrain





9/6/01

EXHIBIT B1
(JOINT DEVELOPMENT AGREEMENT)

TOLL BROTHERS
BELLA VISTA
PLATE HOMES
WYETH RANCH



LOCHSA ENGINEERING
 3928 Spring Mountain Rd.
 Suite 300
 Las Vegas, Nevada 89148
 Phone (702) 245-8113
 Fax (702) 245-8117



Exhibit G CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

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

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

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

Contracting Entity	
Toll Brothers	
Address	Ste 355
1140 N. Town Center Dr	
Phone	702 243 9800

Description
STORM DRAIN CONTRIBUTION AGREEMENT.

Type of Business			
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Disclosure of Ownership and Principals

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

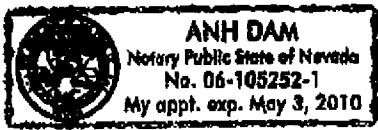
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	SEE ATTACHED		
2.			
3.			
4.			
5.			
6.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the ~~number of sheets~~ _____

Disclosure of Ownership and Principals - Alternate

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

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



CHRIS MYERS
 10.24.07

Subscribed and sworn to before me this 24th day of
October, 2007.

 Notary Public

Last updated on 11/01/04

EXHIBIT A

OFFICER LIST FOR TOLL SUBSIDIARIES **

Chairman of the Board	Robert I. Toll
President, Chief Operating Officer and Assistant Secretary	Zvi Barzilay
Executive Vice President, Treasurer, Chief Financial Officer and Assistant Secretary	Joel H. Rassman
First Senior Vice President	Wayne S. Patterson
Senior Vice Presidents	Thomas A. Argyris, Jr. Frederick N. Cooper James W. Boyd Barry A. Depew G. Cory DeSpain Richard T. Hartman Werner Thiessen Edward D. Weber Douglas C. Yearley, Jr.
Senior Vice President, General Counsel and Assistant Secretary	Kenneth J. Gary
Vice President, Chief Accounting Officer and Assistant Secretary	Joseph R. Sicree
Vice President, Controller and Assistant Secretary	Kevin J. McMaster
Senior Vice President and Secretary	Michael I. Snyder
Vice Presidents	
	Peter Alles
	William J. Bestimt
	Keith Anderson
	Ronald Blum
	Thomas Anhut
	Charles W. Bowie
	Suzanne Barletto
	Paul Bruckardt

**This is the list of officers to be used for the majority of the Toll subsidiaries, not all of the subsidiaries.

(1) Officer of Toll FL GP Corp. only

(2) Officer of Toll Bros., Inc., Toll Land Corp. No. 10, Toll PA GP Corp., Toll PA II GP Corp., Toll VA GP Corp. and Toll Wood Corporation only

Last updated on 11/01/04

Roger A. Brush	James Meek
Anthony Casapulla	George Meyer
Scott L. Coleman	Richard Miller
Jonathan C. Downs	Thomas J. Murray
Michael Davenport	Christopher Myers
Ronald Davis	Richard Nelson
Joseph DeSanto	Michael Noles
J. Michael Donnelly	Walter Nowak
Richard Dostie	Daniel O'Brien
Kevin D. Duermit	Joseph J. Palka
John P. Elcano	Michael J. Palmer
Evan G. Ernest	John Pagenkopf
Alan Euvrard	Jon Payntor
Augustine P. Flores	Robert Parahus
Robert B. Fuller	Joseph Peasc
Christopher Gaffney	William D. Perry
Patrick Galligan	Russell Powell
Jed Gibson	Charles Raddatz
William J. Gilligan	Ralph E. Reinert
Michael Glenn	William C. Reilly
Paul S. Hare	David Richey
John D. Harris	Byron Rimmer
Linda Hart	Anthony Rocco
Gordon Ivascu	Cornelius J. Rogers
John Jakominich	David K. Sadler
Benjamin D. Jogodnik	Douglas C. Shipe
Robert A. Johnson	Beverly Smith (1)
Gregory Kamedulski	James A. Smith
Gregory Kelleher	Michael Smith
Webb A. Koschene	Ronnie E. Snyder
B. Mitchell Kotler	Michael Sosinski
Gary Lemon	Andrew Stern
Bruce Lingerfelt (1)	James Steuterman (2)
Manfred P. Marotta	Steven A. Turbyfill
Gary M. Mayo	Philip M. Turner
James Majewski, Jr.	Christopher Utschig
John G. Mangano	Javier Vega
Marc F. McAlpine	Steven W. Walker
Kira McCarron	Mark J. Warshauer
Robert N. McCarron	Sanford Weiss
Richard C. McCormick	Edward J. Zebrowski

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Assistant Vice Presidents

David Anderson	Brian Loftus
Eric Anderson	Jake Lucero
Robert Babyok	Paul Luck
Leanne Barbosa	Daniel Martin
Gerald Belfiglio	Michael McDevitt
Ronald Boshaw	Sheila McGuire
Daniel Brouillette	Chris Myers
Sandy Colden	Brad Nelson
Paul Commito	Mark Nosal
Robert Craig	John Oberlin
Mark Culichia	Edward Olliv
Mark O. Davis	James Quinn
Lee Dotson	Felicia Ratka
Robert Flaherty	Robert Rawa
Robert Frakes	James Sattler
Jeffrey Franz	Jeffrey Schnurr
Thomas Gestite	Robert Schoonmaker
Michael J. Grubb	Seth Shapiro
Charles Hare	John Smith
James Harrington, Jr.	Ronnie E. Snyder
Robert Hodak	John Szakats
Richard Hoelzle	Ken Thirtyacre
Douglas Hunter	Alan Truitt
Robert Kardos	Phillip M. Turner
Daniel Kennedy	Ryan Walter
Steven Krasoff	Gregory White
Gregory LaGreca	Kathryn L. Yates
Michael LaPat	Daniel Zalinsky
Richard Lentz	
Ronald Lipka	

ASSISTANT SECRETARIES

Seth Abel	Brian Altman	Nicole Athanas
Jeff Addicks	Rick Anderson	Michael Bacha
Jeffrey Alexander	David Assid	Bryan Bailey
Mark Allison	Michael Assofsky	Carter Bailey

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Last updated on 11/01/04

Mark Bailey	Guy Busch	John Damrich
James Baker	Shawn Butler	James C. Davis
Daniel Balassone	William Bye	Mark H. Davis
Jeffrey Bartos	Jeff Calcagni	Alex DeChabert
Robert Barton	Clay Cameron	John Denman
Adam Barzilay	Scott Canan	Edward DePhillips
Alon Barzilay	Bert Carrick	Randy DeSpain
John J. Bauer	Timothy Cashel	John DeVincens
Ryan Baughman	James Caraway	Jay S. Dickinson
Jeff Beard	Moss Carter	Gary DiGiovanni
William Bellhorn	Reggie Carveth	Patrick Donahue
Chris Bennett	Michael Cherbini	Shawn Donovan
Steven Berg	Craig Cherry	Michael Dougherty
David Besser	Craig Clark	Robert Dowd
Brad Blair	Kenneth Clark	Robert Drennan
Clinton Blair	Timothy Clark	Steven Drew
Chris Bobbitt	Brian Cody	Milton Drewer
Mark Bobsein	Jack Cole	Gary S. Dronberger
Michael Bott	Charles Connors	Joseph Dunworth
James Boyer	James Cook	Stephen Eddy
Jeff Brainard	Louis Corsa	David Edwards
Charles Breder	Anthony Craig	Frederick Ehret, Jr.
Lawrence Breneman	Darell Craig	James Elliot
Lee Bricksler	Gerald Crosby	Dean Emery
Clifton Brittingham	Chad Crowe	Alan Euvrard
Jerry Brown	Craig Cunningham	Mark Evans
Peter Brown	Carl Cunzeman	Tom Evans
Thomas Brown	William Curran	Todd Ewers
Lawrence Buck	Joseph DaCruz	Rodney Fazilat

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Andrew Feiner	James Gray	David Jacobs
William Feitelson	Kenneth Greenspan	Allen Janisch
Kevin Felix	Robert Greer	Matthew Jeffries
Rogelio Fernandez	Michael Greiner	Keith Jennings
Philip Finocchiaro	Joseph Guarino	Russel Johnston
Tom Fitzgerald	Gregg Guzman	Ethan Jones
Kevin Fitzpatrick	Gary Hains	Boris Kaplan
Wayne Flack	Ashley Hairfield	Christian Karas
Kathryn Flanagan	William Haldenby	Kenneth Kardos
Michael Fitzgerald	Cliff Hallock	David Katz
James Fitzpatrick	Scott Harala	Pat Kearns
Steve Flynn	Lance Harding	Gregory Kelleher
Theresa Fogelman	R. Scott Hare	Matt Kelly
Scott Ford	Shane Harr	Garry Kelso
Roy Frankhauser	James Harrington, Jr.	James Kemp
Jeffrey Franz	Charles Harris	Robert Kennedy
Dustin Frick	Gregory Harold	Eric Kerl
David Fultz	Thomas Hausle	James Kern
Peter Galotti	Thomas Hawkins	Andrew Kesler
Richard Gannon	Jaime Heins	Richard King
Stephen Gardiner	Scott Heller	Patrick Kirby
Randy Gillette	William Henkel	Wayne Kircher
Daniel Gillies	Paul Herman	Michael Klein
Don Ginsburg	Cale Herndon	Tim Klinger
Bernie Good	Jonathan Herzog	Karyn Knight
Randy Goss	Jonathan Hove	Daniel Knowlton
Michael Gourley	Paul Hummer	Archie Kohr
Mark Grasser	Josh Hutzler	Daniel Koziel
Ralph Grasso	Brandon Iselin	David Kutz

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W.L. Landino	Lynne Marotta	Matthew Munro
William P. Lanjus	Andrew Massa	Timothy Murphy
John Lannaman	Edward Mattheussen	Chadley Munro
Joy Lanum	John Maucieri	Robert Neiderer
David Larkin	Brian Mayotte	Donald Nelson
Mary Larson	Craig Mazzaro	Gregory Nelson
Doug Leach	Mark McCormic	Gregory Netro
John Leebel	John McCusker	Terri Nguyen
Michael LeMont	Michael McDevitt	Scott Nicholas
Kent Lersch	Michael McGlone	Chris Nickel
Peter LeRoy	William McGuinness	John Nidzgorski
Gerard Lewis	Jeffrey McNutt	Michael Niederhausen
Jeff Lewis	John Meagher	Scott Nodland
Bruce Little	Christopher Mendez	Bruce Norman
Vince Litivinas	Peter Meredith	Marylou Norris
William Long	William Merritt	Shawn Nuckolls
Paul Longworth	Craig Messi	Erwin Optiz
Stephen Loonam	Michael Meyer	Tom Orrino
Brad Loudenback	Henry Mezzanotte	Bryan O'Sullivan
William Lovett	Matthew Milch	Franco Pagano
Eric Lowman	Lloyd Miller	Bruce Panczer
Kenneth Lucas	Norman Miller	Raymond Parker
Ricardo Maciel	Robert Miller	Tray Parker
Hank Mailand	Steven Miller	Kenton Pass
David Maleski	Jason Minock	Clint Patterson
Patrick Mallon	Ann Marie Mitchell	Chip Patterson
James Manners	John M. Monville	Elwood Patterson
Mike Manrique	Leslie Moore	Robert Paul
Matt Markovich	Daniel Morse	Darin Payne

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John Peck	William Robinson	Lee Smith
Adan Peralta	Steven Rodgers	Leroy Smith
Jake Persons	Igor Roitburg	Phillip Smith
Joel Peters	David Root	Kevin So
Chad Peterson	Rainer Rosellen	David Staley
Jeffrey Petoskey	Kevin Rosinski	Paul Staley
Nancy Pillon	Bruce Roth	Steve Steinbrook
Eric Pino	Stacey Rothaus	Steve Stone
Gregory Powell	John Runzer	David Stoskus
Michael Powell	Julius Santini	David Straub
Kevin Price	Charles Schafer	Jonathan Stringer
Olivier Quinn	Jeff Schattinger	Bobby Sturgeon
Robert Raber	Neil Schechter	Frank Su
John Ragsdale	Mark Schlofer	Peter Swallow
Dean Rasco	Todd Schmidt	Shawn Swanson
John Rathbun	Robert Schooley	Michael Swenor
Daniel Redgrave	Jacob Schubert	Ryan Switzer
Thomas Reed	Walter Schwartz, Jr.	Marc Taft
Travis Reid	Christopher Seth	Steve Tedeschi
James Reinert	Gregory Shapard	Charles Templeton
Suzette Rheault	Glen Sharko	Andrew Terhune
Laurence Rice	Eric Shaw	Brian Thierrin
James Riela	Douglas Shipman	Bruce Thompson
Jason Richichi	David Shorten	Jon Thorburn
Jason Rickard	Jeffrey Silverman	Matthew Tingler
Mark Ricser	Salvatore Simonetti	John Tolbert
Daniel Ritchey	Aubrey Skinner	David Torres
Ronald Robbins	John Sloat	Thomas Tracy
Gary Roberts	Doris Smith	John Tsitos

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Rodney Tucker	Kevin Young
Larry Turner	Michael Zammit
Michael Urian	Joseph Zorn
Calvin Urso	Robert Zwack
Matthew Valentini	
Beverly Vargo	
Paul Van Haute	
Vincent Verdi	
Perry Verille	
Mark Vetterl	
Brown Vincent	
John Vitella	
Daniel Walton	
Richard G. Walton	
Jay Watson	
John Watson	
Joseph Watson	
Dennis Welch	
Gregory West	
Todd Whetten	
Matthew White	
Matthew Wilkinson	
Terry Williams	
Karl Willstatter	
Adam Wilson	
Jason Witham	
Matt Woodard	
Brian Wulfsteig	
Julie Young	

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1. Definitions

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Contracting Entity
Pulte Homes - PN II, Inc
8345 W. Sunset Road
LV, NV 89113
702-914-4800
38-3366528

Description

Type of Business				
<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Disclosure of Ownership and Principals

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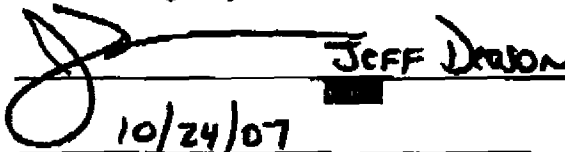
NO.	SIGNATURE/TITLE	BUSINESS ADDRESS	PERCENTAGE
1.	See attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the _____.

Disclosure of Ownership and Principals - Alternate

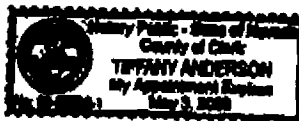
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

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


JEFF DASON
10/24/07

Subscribed and sworn to before me this 24th day of

October, 2007
Tiffany Anderson
Notary Public



Receipt/Conformed Copy

Requestor:

LAWYERS TITLE OF NEVADA

05/04/2008 09:04:36

T20060078696

Book/Instr: 20060504-0000937

POA

Page Count: 4

Fees: \$17.00

N/C Fee: \$0.00

When Recorded Return To:
Annette Watkins
Pulte Homes, Inc.
8345 West Sunset Road
Las Vegas, Nevada 89113

Frances Deane
 Clark County Recorder

PN II, INC.
POWER OF ATTORNEY AND GRANT OF AGENCY

KNOW ALL MEN BY THESE PRESENTS, that PN II, INC. (the "Corporation"), a corporation organized and existing under the laws of the State of Nevada, having its principal office at Bloomfield Hills, Michigan, does hereby effective immediately, (1) revoke and rescind and terminate any and all powers of attorney previously issued by the Corporation to the following employees(s): Mary Alexander, G. Thomas Hennessy, Kirk Gadsbusch, Erik Pekarski, Randy Bury, Steve Peruska, Mathew Lawson, Randy Char, Carlos Valenzuela, Chris Haines, Steve O'Connor, Byron Jones, Joseph Whatley, Sheryl Palmer, Roberta Leonard, Mark Stover, Jack Bassett, Rich Lange, Joe Ball, Dan Young, and Amy Coburn of the Corporation recorded in Clark County, State of Nevada and (2) constitute and appoint the following employees(s): Michelle Ross, Dea McDonald, Don Boettcher, Tim Colbert, Todd Hahn, Jay Haunschild, Nathaniel Hodgson III, Rosario Romano Jr., Jeremy Fritz, Heidi Bretthauer, Wayne Newmiller, Briston Cook, Lindsay Motley, Susan Allen, Patrick Aulds, Stephen Jarvis, Brian Kuneo, Jon Wojtowitz, Jeff Galindo, John Cahlan, Debi Greer, Tonya Burrusl, Steve Wethor, Jeff Deason, Quincy Edwards, John Moran, Tim Washburn, Ed Matatall, Sue Enge, Nicole Spriggs, Manny Patni, Shawn Seaberg, and Odeh Kheir its true and lawful agents and additional attorneys-in-fact in Clark County, Nevada, to act for and on behalf of the undersigned corporation in its name, place and stead, and for its use and benefit, in the following respects:

- (1) Enter into and execute any contracts, agreements, deeds or any other necessary documents, instruments or papers for the sale by the Corporation of finished homes or homes to be finished (together in each instance with the finished lot for the home), provided, however, that except for the sale of any lot together with such home, no such Employee shall have any power or authority to sell any land whatsoever;
- (2) Enter into and execute any and all deeds, agreements, or documents relating to common areas and common facilities, any and all other contracts, deeds or other necessary documents, instruments or papers in connection with the sale by the Corporation of finished condominium, townhouse, or duplex units and any land associated with such finished units;

- (3) Enter into and execute deeds and/or plats of dedication, subdivision, resubdivision and boundary line adjustment; owner's consents; declarations of covenants, conditions and restrictions; deeds or vacation of easements, easements and rights-of-way; performance agreements; maintenance agreements for and over any property owned or under option by the Corporation; re-zoning applications, proffer applications and amendments and proffer agreements and other similar documents related to the development of real property owned or under option by the Corporation; and
- (4) Prepare, enter into, execute and file all local and state governmental forms including but not limited to State Real Estate Department forms, questionnaires, statements, and any other necessary or required documents pertaining to the filing with those governmental entities of any forms, questionnaires, applications or similar documents or exhibits relating to the advertisement of real property developments owned or under option by the Corporation; and
- (5) Enter into and execute development, supplier, subcontract and/or construction agreements for the development and/or construction of and on any property owned or under option by the Corporation.

This Power of Attorney shall expire at midnight on September 30, 2008, unless extended or revoked by the Corporation prior to such expiration date.

IN WITNESS WHEREOF, PN II, Inc. has caused its corporate name to be hereunto subscribed by the Vice President of Finance for the Nevada Area, whose signature is acknowledged by two unofficial witnesses, this 3rd day of May, 2006.

PN II, INC.

Annette Hoorneeman
Unofficial Witness
ANNETTE HOORNEEMAN

Michelle Ross

Michelle Ross
Vice President of Finance
Nevada Area

Robert Sprague

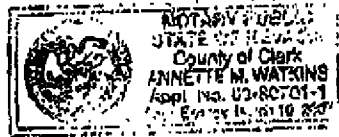
Unofficial Witness
Robert Sprague

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On May 3rd 2006, before me, Annette M. Watkins, a Notary Public in and for said State, personally appeared Michelle Ross, personally known to me to be the Vice President of Finance for the Nevada Area of PN II, Inc. whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Annette M. Watkins
Notary Public
My Commission Expires: 3-19-07



ACCOMMODATION RECORDING INSTRUCTIONS

TO: LAWYERS TITLE OF NEVADA

DATE: 05/03/06

The undersigned hereby hand you the following document(s) for recordation in Clark County, Nevada in no particular order.

- 1. Power of Attorney
- 2.
- 3.
- 4.

The undersigned hand you a check in the amount of \$ _____ payable to the Clark County Recorder. The undersigned understand that the documents will not be recorded if the check is insufficient.

The undersigned instructs you to make no demand in connection with the documents.

The undersigned declare and represent to you that they have all necessary authority and power to record, and to instruct you to record the documents.

The undersigned hereby understand and agree that you:

- will not review the documents for any purpose and will not issue any policies of title insurance based on the recording of the documents;
- will make no charge for this service except for expenses actually incurred;
- will perform this service as an accommodation only and will derive no commercial benefit from this service;
- shall have absolutely no liability or responsibility as to the condition of title to the property described in the documents, or as to the priority, validity, sufficiency or effect of the documents;
- shall have absolutely no liability or responsibility as to whether the documents may be recorded or as to the effect of recordation of the documents;
- do not perform this service in the ordinary course of business and are unwilling to record the documents as an accommodation without being fully indemnified and held harmless as set forth in the following paragraph.

IN CONSIDERATION FOR THIS SERVICE, THE UNDERSIGNED HEREBY PROMISE, COVENANT AND AGREE THAT WE HOLD YOU HARMLESS AND PROTECT AND INDEMNIFY YOU AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, EXPENSES, AND CHARGES INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS OF SUIT WHICH YOU MAY SUSTAIN FROM RECORDING THE DOCUMENTS LISTED ABOVE. THE UNDERSIGNED HEREBY RELEASE YOU FROM ANY LIABILITY WHICH MAY OCCUR BY REASON OF YOUR FAILURE TO RECORD THE DOCUMENTS IN A TIMELY FASHION. THE UNDERSIGNED FURTHER ACKNOWLEDGE THAT THIS INSTRUCTION WILL BE ATTACHED TO EACH DOCUMENT LISTED ABOVE AND MADE A PART HEREOF.

*Principal <u><i>Annette Watkins</i></u>	*Principal _____
Name Printed <u>ANNETTE WATKINS</u>	Name Printed _____
Address <u>2345 WEST SUNSET RD., LV 89113</u>	Address _____
Tel: <u>(702) 804-1870</u>	Tel: () _____

*GRANTOR, TRUSTOR, BENEFICIARY, TRUSTEE, OR PARTIES TO DOCUMENTS

Directors / Officers Report

As of 9/18/2007

PN II, Inc.

Directors

		Effective
Roger A. Crege	Director	7/16/1999
Richard J. Dugas, Jr.	Director	7/1/2003
Matthew W. Koart	Director	7/22/2005
Gregory M. Nelson	Director	8/4/1997

Officers

		Effective
Matthew W. Koart	President	7/22/2005
Donald A. Boettcher	Asst. Secretary	6/1/2007
Donald A. Boettcher	Vice President	6/7/2007
John F. Cahlan	Vice President	10/19/2004
John F. Cahlan	Asst. Secretary	10/19/2004
Steven M. Cook	Vice President	2/6/2006
Steven M. Cook	Secretary	2/6/2006
Vincent J. Frees	Vice President	12/30/1998
Vincent J. Frees	Asst. Secretary	12/30/1998
Jay B. Haunschild	Vice President	6/1/2007
Alejandro Krell	Vice President	9/1/2005
Gregory M. Nelson	Vice President	12/19/2002
Bruce E. Robinson	Asst. Secretary	5/1/2000

Directors / Officers Report

As of 9/18/2007

PN II, Inc.

Bruce E. Robinson	Vice President	2/16/2001
Bruce E. Robinson	Treasurer	8/16/2001
Todd Hahn	Vice President - Sales	1/3/2005
Robin Dorer	Asst. Secretary	1/2/2007
Patricia M. Fairfield	Asst. Secretary	9/1/2005
Scott H. Finch	Asst. Secretary	4/17/2007
Jeremy Fritz	Asst. Secretary	6/1/2007
Jan M. Klym	Asst. Secretary	9/1/2005
Michael J. Laramie	Asst. Secretary	9/1/2005
Kim Roser	Asst. Secretary	1/2/2007
Suzanne M. Treppa	Asst. Secretary	3/1/2004
Colette R. Zukoff	Asst. Secretary	7/31/2003
Marie G. Zwas	Asst. Secretary	8/2/2001
Daniel P. Lynch	Assistant Secretary (Limited)	4/1/2004