

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 7th day of May, 2008 (the "Effective Date"), by and between DI HOLLYWOOD, LLC, a Nevada limited-liability company ("DI Hollywood") and TOUSA Homes Inc., a Florida corporation dba "Engle Homes" ("TOUSA") (collectively, DI Hollywood and TOUSA are referred to herein as "Seller") and City of Las Vegas ("Buyer") with reference to the following facts:

A. Seller is the owner of certain real property (the "Property") located within the County of Clark, Nevada, and commonly known as APN's: 161-10-711-001 through 161-10-711-048.

B. On January 29, 2008, TOUSA and certain of its affiliated entities (collectively, the "Debtors") each filed voluntary petitions pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court"). The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") under case number 09-10928. By order, dated March 3, 2008 (the "Sales Procedure Order"), the Bankruptcy Court authorized the establishment of streamlined procedures for sales of certain assets of the Debtors.

C. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property more fully described below pursuant to the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree that the above recitals are true and correct and incorporated herein by this reference and further agree as follows:

1. **OFFER TO SELL.** With the execution of this Agreement by Seller, Seller hereby offers to sell the Property subject to the terms and conditions set forth herein, which offer shall remain open and irrevocable until 5:00 p.m., April 4, 2008, unless otherwise extended in writing by Seller. Buyer may accept this offer by executing this Agreement, and returning a copy of the executed Agreement to Seller before expiration of the acceptance period provided in this Section.

2. **PROPERTY DESCRIPTION.** The Property consists of +/- 4.9 acres. The legal description of the Property is or will be described in Exhibit "A" attached hereto. In the event that the legal description is not currently attached hereto as Exhibit "A", then it shall be prepared by the Title Company, approved by both Seller and Buyer and subsequently attached hereto as Exhibit A, within ten (10) days after the Opening of Escrow. A copy of the final map depicting the Property, specifically THE FINAL MAP OF CRESTWOOD AKA VEGAS VALLEY & TREELINE – UNIT 1 on file in Book 137, Page 0026 of Plats of the County Recorder's Office (the "Final Map"), is attached hereto as Exhibit "B".

3. **PURCHASE AND SALE COVENANT.** With the execution of this Agreement by the parties, Seller agrees to convey to Buyer, and Buyer agrees to acquire from Seller, the Property, subject to the terms and conditions set forth herein.

4. **PURCHASE PRICE.** In consideration for the conveyance of the Property, Buyer agrees to pay to Seller the sum of Two Million and 00/100 Dollars (\$2,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

a. Buyer has deposited the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) (the "Deposit") into escrow as earnest money evidencing Buyer's good faith to acquire the Property. Upon the expiration of the Contingency Period described in Section 6, the Deposit shall become non-refundable, subject to termination of this Agreement by Buyer based upon a breach by Seller that is not cured within ten (10) business days after Seller's receipt of written notice of such breach from Buyer. The Deposit shall apply toward the Purchase Price of the Property.

b. The balance of the Purchase Price, plus or minus net adjustments and/or prorations provided for herein, shall be paid in cash through the Escrow in the form of wired funds or a cashiers' check payable to the order of Escrow Company, no later than one (1) day prior to the Close of Escrow.

5. **OPENING OF ESCROW.** The sale and purchase of the Property shall be consummated through an escrow (the "Escrow") to be opened at Community Title Services of Nevada, located at 7842 West Sahara Ave., Suite 110, Las Vegas, NV 89117, Attn: Carmen Vojtasek (the "Escrow Company"). Seller and Buyer shall deliver to Escrow Company executed copies of this Agreement, which Escrow Company shall immediately execute where indicated and, upon the same day, return fully-executed copies hereof to Seller and Buyer. Escrow shall be deemed "open" as of the date Buyer originally delivered the Deposit to Nevada Title Company (the parties acknowledge and agree that the Deposit is being transferred to, and the Escrow being opened with, Escrow Company), specifically, February 1, 2008 ("Opening of Escrow"). The Escrow Company shall issue the usual form of escrow instructions for transactions of the type provided for herein, except that the instructions shall incorporate all terms and conditions of this Agreement, and in addition shall provide the following:

a. Subject to the conditions of closing, as set forth herein, the close of the Escrow shall occur on or before May 14, 2008 (the "Closing Date", "Close of Escrow", and/or the "Closing"). The terms Closing Date, Close of Escrow and/or the Closing shall mean the date the Deed is recorded by the Escrow Company in the County Recorder's Office. Upon the Opening of Escrow, the Escrow Company shall set a specific date for the expiration of the Contingency Period, pursuant to the timeframe set forth in Section 6, below. If the expiration date of the Contingency Period or the anticipated Closing Date falls on a holiday or weekend, then such date shall be set on the next succeeding working day.

b. Seller shall pay the cost of the CLTA policy of title insurance and all reasonable endorsements thereto requested by Buyer. Buyer shall pay any incremental costs associated with an ALTA extended coverage title insurance policy, if such a policy is elected by Buyer, and the costs associated with any updated or new ALTA survey, if requested or ordered by Buyer. Seller and Buyer shall each pay one-half of all escrow and recording costs and any Documentary Transfer Tax. Seller shall pay any fees and costs not expressly provided for herein which are customarily paid by the seller in a real estate transaction in Clark County. Buyer shall pay any fees and costs not expressly provided for herein which are customarily paid by the buyer in a real estate transaction in Clark County;

c. Real property taxes shall be prorated to Close of Escrow;

d. Any special assessments or fees outstanding on the Property which are of record shall be delineated by Escrow Company and prorated to Close of Escrow; and

e. In the event of any conflict between the terms of this Agreement and the terms of the escrow instructions, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

6. **CONTINGENCY PERIOD.** Buyer shall have until 5:00 p.m. (Pacific Standard Time) on April 15, 2008 (the "Contingency Period") to physically inspect the Property pursuant to Section 7 below and to examine the condition of title to the Property. The Escrow Company shall promptly notify both Buyer and Seller in writing of the actual date of the Opening of Escrow, the date the Contingency Period expires, and the anticipated date for the Close of Escrow.

The Contingency Period is granted solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein prior to the expiration of the Contingency Period. In the event Buyer elects to terminate this Agreement as provided herein, Buyer shall notify both Seller and the Escrow Company in writing (via U.S. mail, hand-delivery or by fax), and the Deposit made by Buyer, plus any interest earned thereon, shall be immediately returned to Buyer, less any escrow costs incurred, and the parties shall have no further obligations or liability under this Agreement, except for Buyer's indemnification obligation and covenant to keep the Property free of liens that expressly survive the termination of this Agreement pursuant to Section 7, below. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

If no such notice is received by Seller and the Escrow Company, Buyer shall be deemed to have approved or waived any and all contingencies. Furthermore, if no such notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price upon the Close of Escrow.

7. **INSPECTION OF THE PROPERTY.** During the Contingency Period, Buyer and its representative shall have the right to enter upon and inspect the Property at all reasonable times for the purpose of conducting such boundary and topographical surveys, surface and subsurface soil and engineering tests and environmental assessments as Buyer may reasonably require, but such surveys, tests and assessments shall not damage the Property. Notwithstanding any other provision of this Agreement, Buyer shall have the right to terminate this Agreement, prior to expiration of the Contingency Period, if inspection of the Property reveals soil or other conditions that are not acceptable to Buyer. **Failure to object to the condition of the Property within the Contingency Period shall be deemed as Buyer's acceptance and approval of the condition of the Property by Buyer.** Buyer agrees to remedy any damage to Property committed during the course of such inspection and as a result of Buyer's exercising the right granted herein and to restore the Property to the condition which existed prior to performing its inspection. Buyer shall keep the Property free and clear of all liens arising out of Buyer's inspection conducted on and with respect to the Property. Buyer agrees to indemnify and hold Seller and its partners, members, officers, employees and agents harmless from and against all loss, expense (including reasonable attorneys' fees), damage and liability as a result of, or arising out of such inspection. Notwithstanding anything to the contrary contained herein, Buyer's indemnity obligation and covenant to keep the Property free of liens set forth in this paragraph will survive the termination of this Agreement.

8. **EXAMINATION OF TITLE.** During the Contingency Period, Buyer shall have the right to review the condition of the title to the Property. Within seven (7) days after Opening of Escrow, Escrow Company shall deliver to Buyer a preliminary title report ("PTR") of the Property, including full copies of all Schedule B items. Any delay caused by Seller in providing the PTR to Buyer shall extend the Contingency Period by an equal length of time. Buyer shall be entitled to object to any matters disclosed by the PTR or any matter disclosed by a survey of the Property by delivering written notice to Seller and Escrow Company prior to the expiration of the Contingency Period. Seller shall, within five (5) days after receipt of Buyer's objections, notify Buyer and Escrow Agent in writing whether Seller will remove the objectionable item(s) on or before the Close of Escrow, or if Seller declines to do so. Buyer may, at any time on or before the end of the Contingency Period, notify Seller and Escrow Company in writing of Buyer's election to either (i) terminate this Agreement, whereupon this Agreement shall terminate and the Deposit shall be returned to Buyer, or (ii) waive the objection and proceed with the Close of Escrow. Those exceptions that appear on the PTR, and any conditions shown on the survey of the Property, which are accepted by Buyer, shall constitute permitted encumbrances to the condition of the title for the Property. **Failure by Buyer to object to the condition of title to the Property within the Contingency Period shall be deemed acceptance and approval by Buyer of the condition of title as disclosed by the PTR.**

9. **CONDITION OF TITLE.** Seller agrees to convey title to the Property in a condition acceptable to Buyer subject only to the liens, encumbrances or defects in title which have been approved in writing by the Buyer, or deemed approved, in accordance with the terms hereof, and to execute the Deed described in Section 12 below. Seller shall not cause, allow or permit any new lien, encumbrance, easement or other exceptions to the title to be placed against the Property subsequent to Seller's execution of this Agreement without the written approval of Buyer. Any uncured breach of this provision shall entitle Buyer to cause such additional lien, encumbrance, easement or exception to be abandoned, extinguished or otherwise removed from the title to the Property (at Seller's sole cost and expense and with such cost and expense to be deducted from the Purchase Price at the Close of Escrow).

10. **TITLE INSURANCE.** Seller agrees to cause Community Title Company (the "Title Company") to issue a CLTA policy of title insurance with such reasonable endorsements as requested by

Buyer subject only to the exceptions approved by Buyer or otherwise deemed approved in accordance with the terms hereof. The title insurance shall be issued in the amount of the Purchase Price.

11. TOUSA'S RELEASE FROM DEVELOPMENT AGREEMENTS AND BONDS; REVERSIONARY MAP.

11.1 TOUSA's Release From Development Agreements and Bonds. TOUSA shall have the right, up through and after the Close of Escrow, at its sole cost and expense, to pursue and obtain, with any necessary cooperation of DI Hollywood, appropriate releases from its current development obligations and agreements and corresponding bonds relating to the Property with Las Vegas Valley Water District, Clark County Water Reclamation District and Clark County.

11.2 Reversionary Map Pertaining to Final Map. TOUSA shall, with any necessary cooperation of DI Hollywood, use any and all efforts to pursue and obtain, at its sole cost and expense, a reversionary map with respect to the Final Map within 180 days after the Close of Escrow. Escrow Company shall retain Fifteen Thousand and 00/100 Dollars (\$15,000.00) of the Purchase Price (the "Reversionary Map Escrow Holdback") at the Close of Escrow, which will be paid to Seller at the time of recordation of the reversionary map with respect to the Final Map. Unless the 180-day period is mutually extended by the parties in writing, if Seller does not obtain and record the reversionary map with respect to the Final Map within 180 days after the Close of Escrow, provided such failure is not caused by Buyer for failure to cooperate under Section 11.3, below, then the Reversionary Map Escrow Holdback shall be paid to Buyer by Escrow Company as Buyer's sole and exclusive remedy for such failure and Buyer shall thereafter be responsible for completing the process of obtaining and recording the reversionary map with respect to the Final Map.

11.3 Buyer's Cooperation. Buyer shall, at no cost or expense to Buyer, cooperate with TOUSA, as necessary, in TOUSA's pursuit of the releases described in Section 11.1, above, and the reversionary map described in Section 11.2, above, including, as applicable, the execution of any applications and documents requiring Buyer's signature.

12. CONDITIONS TO CLOSE OF ESCROW.

a. **GENERAL.** The provisions of this Section are conditions precedent to the Close of Escrow, and are covenants to this Agreement. If any of these conditions are not satisfied, Buyer shall be entitled to terminate this Agreement.

b. **APPROVAL OF THE PHYSICAL CONDITION OF THE PROPERTY.** Buyer's obligation to acquire the Property shall be conditioned upon the approval of the condition of the Property, in accordance with the terms hereof. Buyer shall have the absolute and sole discretion to determine the acceptability of the condition of the Property including, without limitation, the approval of the results of any surveys, tests and/or assessments to determine the presence or absence of any problems involving hazardous wastes or toxic materials, or any other factor which Buyer may consider relevant to its decision to acquire the Property.

Subject to the Close of Escrow, Seller shall, within 180 days after the Close of Escrow, restore the property to its original physical condition, including removal and disposal off-site of existing property walls, foundations and other man-made improvements on the Property, except underground utility installations on the Property. Seller shall also grade the Property to a super pad relative to the finished lot elevations on the site. Seller's restoration activities shall be subject to the satisfaction of Buyer, which shall not be unreasonably withheld, conditioned or delayed. Upon completion of its restoration activities, Seller shall provide written notice to Buyer to that effect and Buyer shall have five (5) business day to approve or object in writing to all or any portion of Seller's restoration work. In the event Buyer fails to do so within said 5-business day period, Buyer shall be deemed to have approved Seller's restoration work. If Buyer reasonably objects to any portion of Seller's restoration work within said 5-business day period, then Seller shall have ten (10) business days to cure such defects after receipt of seller's written objection. If it is not possible to cure such defects within said 10-business day period, Seller shall nevertheless commence such cure work within said 10-business day period and diligently prosecute same to completion.

Escrow Company shall retain Eighty Thousand and 00/100 Dollars (\$80,000.00) of the Purchase Price (the "Restoration Escrow Holdback") at the Close of Escrow, which will be paid to Seller as soon as it has completed its restoration work, as set forth above, including any cure work. Unless the 180-day period is mutually extended by the parties in writing, if Seller has not completed its restoration work and any cure work within 180 days after the Close of Escrow, provided such failure is not caused by Buyer, then a portion of the Restoration Escrow Holdback equal to 120% of the estimated cost to complete any outstanding restoration work at the end of the 180-day period shall be paid to Buyer by Escrow Company as Buyer's sole and exclusive remedy for such failure and Buyer shall thereafter be responsible for completing the restoration work. The remaining portion of the Restoration Escrow Holdback shall be simultaneously paid by Escrow Company to Seller. For example, if \$10,000 worth of restoration work remains at the end of the 180-day period, then Buyer shall be entitled receive \$12,000 of the Restoration Escrow Holdback and Seller shall be entitled to the remainder thereof, namely \$68,000.

If the Seller fails to perform any of the restoration work, the Buyer shall be entitled to receive 100% of the Restoration Escrow Holdback (Eighty Thousand and 00/100 Dollars (\$80,000.00) at the end of the 180-day period, unless the 180-day period is mutually extended by the parties in writing.

c. **APPROVAL OF TITLE.** Buyer's obligation to acquire the Property shall be conditioned upon approval, or deemed approval, of the condition of the title held by the Seller, in accordance with the terms hereof.

d. **DELIVERY OF POSSESSION.** On or before the Close of Escrow and as a condition thereof, Seller shall vacate the Property (if occupied by Seller), and shall deliver the Property free and clear of the actual or right to possession and occupancy of any other person unless otherwise agreed by Buyer. Seller shall deliver possession of the Property to Buyer at the Close of Escrow.

e. **DEPOSIT OF DEED.** Seller shall deposit with the Escrow Company a grant, bargain, and sale deed (the "Deed") conveying to Buyer fee simple title to the Property unless some other form of conveyance is approved by Buyer.

f. **COMPLIANCE WITH SALES PROCEDURE ORDER.** This Agreement is expressly subject to and contingent upon satisfaction of the procedures set forth in the Sales Procedure Order, provided, however, that approval of this Agreement shall not be construed to have any bearing on any claims or causes of action not expressly waived herein. If the Bankruptcy Court determines that the procedures in the Sales Procedure Order have not been satisfied, this Agreement shall be of no further force and effect and, in such event, (i) neither this Agreement nor any negotiations and writings in connection with this Agreement shall in any way be construed as or deemed to be evidence of or an admission on behalf of any party regarding any claim or right that such party may have against the other party, and (ii) the parties shall otherwise be restored to the position in effect prior to the date of this Agreement.

g. **ZONING.** The Seller shall present a Clark County Board of County Commissioners Notice of Final Action satisfactory to the Buyer on or before the Close of Escrow confirming the Board of County Commissioner's approval of Waiver of Condition NZC-0095-04 (WC-0065-08), which action must waive the approved condition on NZC-0095-04 "to remove the time limit and staff to prepare an ordinance to adopt the zoning." Buyer must be satisfied that such action will result in the extension of Resolution of Intent NZC-0095-04 for two years, terminable by the Seller or Buyer upon writing to the Clark County Department of Planning and Zoning. Thereafter, the Seller, or any third party on behalf of the Seller, shall not undertake any subsequent activities to amend the Property zoning classification for any reason. If the Seller is unable to provide the above-referenced documentation prior to the Close of Escrow, the Buyer shall be entitled to terminate this Agreement.

13. **REPRESENTATIONS AND WARRANTIES.**

13.1 **Representations and Warranties by Seller.** Seller hereby represents and warrants to Buyer the following:

a. To Seller's knowledge, the Property is not in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, the soil and ground water conditions or above or below ground storage tanks. To Seller's knowledge, neither Seller nor any third party, including, but not limited to, Seller's predecessors in title, has used, generated, manufactured, treated, stored, placed, deposited, discharged, released or disposed of polychlorinated biphenyls, asbestos or any Hazardous Materials on, under or about the Property or transported the same to or from the Property. For purposes of this Agreement, "Hazardous Materials" includes, but is not limited to, flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in any federal, state or local law, regulation or ordinance and any petroleum and petroleum products, including crude oil and any product derived directly or indirectly from petroleum or crude oil.

b. Seller owns fee simple title to the Property. To Seller's knowledge, there is no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any person, firm or corporation.

c. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

d. To Seller's knowledge, there is not any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, which could result in a lien on or lis pendens affecting all or any portion of the Property.

e. There are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or, to Seller's knowledge, threatened against or relating to the Property.

Each representation and warranty given above in this Section 13.1 is true in all respects as of the Effective Date and shall be true in all respects on the Close of Escrow. All of Seller's representations and warranties are made for the exclusive benefit of Buyer and shall not inure to, nor are they made for the benefit of any other person or entity, whether known or foreseeable.

Each representation and warranty given above in this Section 13.1 (i) shall survive the Close of Escrow for a period of twelve (12) months and not merge with the delivery of the Deed under this Agreement, and (ii) is material and being relied upon by the other party.

13.2 Representations and Warranties by Buyer. Buyer hereby represents, warrants and acknowledges to Seller that, prior to the end of the Contingency Period, Buyer shall have had an adequate period of time to inspect, examine and investigate the Property (including, without limitation, the condition of title thereto). If Buyer elects to consummate the purchase of the Property after making such inspections, examinations and investigations, Buyer represents, warrants and agrees that Buyer is relying solely on its own inspections, examinations and investigations in making the decision to purchase the Property. Except as otherwise expressly set forth herein, Buyer acknowledges that it is purchasing the property "as is, where is" and "with all faults, liabilities, and defects, latent or otherwise known and unknown," and without any warranties, representations or guaranties of any kind, oral or written, express or implied, concerning the Property or any portion thereof, from or on behalf of Seller.

14. DEFAULT AND REMEDIES.

14.1 Seller's Remedies.

a. **Liquidated Damages.** IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF THE BREACH OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT, SELLER SHALL RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES (REPRESENTING FULL COMPENSATION FOR ALL DAMAGES SUSTAINED BY SELLER, THE PARTIES EXPRESSLY AGREEING THAT DAMAGES ARE DIFFICULT TO ASCERTAIN AND THAT THE DEPOSIT ACCURATELY REFLECTS THE

DAMAGES LIKELY TO BE SUSTAINED BY SELLER). SELLER SHALL HAVE NO FURTHER RECOURSE AGAINST BUYER.

b. **Seller's Post-Closing Remedies.** If, after the Close of Escrow, Buyer defaults in any of the terms or provisions of this Agreement, or if it shall be determined by a court of competent jurisdiction that Buyer breached any of the representations, warranties or covenants made by Buyer at, or as of, the Close of Escrow, or if Buyer otherwise defaults in any of its post-Closing obligations, Seller shall have, in addition to the rights and remedies set forth elsewhere in this Agreement and/or in any documents or instruments delivered to Seller at the Close of Escrow, any right or remedy available at law or in equity, including, with respect to Buyer's post-Closing obligations, the right to demand and have specific performance.

14.2 **Buyer's Remedies.**

a. **Buyer's Pre-Closing Remedies.** In the event of a default by Seller of the terms of this Agreement, and Seller fails to cure such default within ten (10) business days after Seller's receipt of written notice of such breach from Buyer, prior to the Close of Escrow, Buyer shall have the option to terminate this Agreement or exercise all remedies available to it under law or equity including the right to seek specific performance of this Agreement. Notwithstanding the foregoing, in no event shall Buyer have the right to seek or obtain any punitive, speculative or consequential damages. If terminated, the Escrow Company shall return the Deposit to Buyer, and Seller agrees to reimburse Buyer for all expenses, including attorney's fees, incurred by Buyer. If specific performance is granted, Seller shall receive the Purchase Price less Buyer's attorneys' fees incurred.

b. **Buyer's Post-Closing Remedies.** If, after the Close of Escrow, Seller defaults in any of the terms or provisions of this Agreement, or if it shall be determined by a court of competent jurisdiction that Seller breached any of the representations, warranties or covenants made by Seller at, or as of, the Close of Escrow, or if Seller otherwise defaults in any of its post-Closing obligations, Buyer shall have, in addition to the rights and remedies set forth elsewhere in this Agreement and/or in any documents or instruments delivered to Buyer at the Close of Escrow, any right or remedy available at law or in equity, including, with respect to Seller's post-Closing obligations, the right to demand and have specific performance.

15. **INDEMNIFICATION.** Buyer, subject to limitations of Nevada Revised Statutes 41.035, shall indemnify, defend and hold Seller, its partners, officers, directors, employees and agents harmless from all loss, expense (including reasonable attorneys' fees), damage and liability resulting from: (a) the inaccuracy of any representation or the breach of any covenant or agreement made by Buyer in this Agreement; (b) Buyer's or its agents', employees', contractors', consultants', members', partners', shareholders', invitees' or licensees' access or activities upon the Property, or any portion thereof (either before or after the Close of Escrow); (c) any actions or activities by Buyer after the Close of Escrow related to Buyer's use, development and/or improvement of the Property; or (d) any liability expressly assumed by Buyer pursuant to this Agreement. Notwithstanding the foregoing, Buyer's indemnification obligations pursuant to this Section shall not extend or apply to any claims arising out of Seller's gross negligence or willful misconduct. The provisions of this Section 15 shall survive the Close of Escrow.

16. **REAL ESTATE COMMISSION DISCLOSURE.** Buyer represents and warrants that Buyer has not retained or dealt with any broker with respect to this Agreement except PHD Properties, David Weeks, who shall, subject to the Close of Escrow, be paid through escrow a commission of three (3%) percent of the Purchase Price by Seller. Other than this commission payable each party hereto agrees to indemnify the other party and to hold the other party harmless against any claim, loss, damage or expense of whatsoever nature, including, without limitation, attorney's fees and the costs and expenses of litigation arising from or relating to any other fees, commissions or other compensation demanded by any other brokers or finders purporting to act on behalf of the indemnifying party hereto.

17. **NOTICES.** Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally or by facsimile

transmission or electronic mailing, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: TOUSA Homes, Inc.
Attn: Cheryl Kypreos, Division President
7872 West Sahara Avenue
Las Vegas, Nevada 89117
Telephone No.: (702) 255-2135
Facsimile: (702) 255-0451

With Copies To: TOUSA Homes, Inc.
Attn: Glen A. Tulk, President, West Region Land Division
2600 N. Central, 16th Floor
Phoenix, Arizona 85004
Telephone No.: (480) 214-4422
Facsimile: (480) 214-4164
and
Robert J. Kolesar, Esq.
KOLESAR & LEATHAM, Chtd.
3320 West Sahara Avenue, suite 380
Las Vegas, Nevada 89102
Facsimile: (702) 362-9472

DI HOLLYWOOD, LLC
c/o Coronado West
Attn: John Cork
8655 S. Priest Dr.
Tempe, AZ 85284
Facsimile: (480) 839-5859

To Buyer/nominee: City of Las Vegas
Attn: Real Estate and Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the Escrow Company.

18. **APPLICABLE LAWS.** This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

19. **ATTORNEYS' FEES.** In the event any action be instituted by a party to enforce any of the terms and provisions contained herein, the prevailing party in such action shall be entitled to such

reasonable attorneys' fees, costs and expenses as may be fixed by the court. The parties hereto agree to request that the court be required to name the prevailing party in any such action.

20. **FURTHER ASSURANCES.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement of the parties and any and all prior agreements, understandings or representations are hereby terminated and canceled in their entirety and are of no force or effect. Except as expressly set forth herein, there are not representations or warranties, expressed or implied, made by either party to the other.

22. **EXHIBITS.** All exhibits attached hereto and referred to herein are hereby incorporated herein as though set forth at length.

23. **MODIFICATIONS OR AMENDMENTS.** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

24. **WAIVER.** The waiver by any party to this Agreement of a breach or any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

25. **SUCCESSORS AND ASSIGNS.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

26. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

27. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date that it is executed by the Buyer, which date shall be inserted in the first paragraph of this Agreement.

28. **COUNTERPARTS.** This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

29. **SECTION 1031 EXCHANGE.** DI Hollywood shall have the right to designate a parcel or parcels of other real property which it wishes to exchange for its portion of the Property, pursuant to Section 1031 of the Internal Revenue Code (an "Exchange"), provided that DI Hollywood has, at least ten (10) days prior to the Closing Date, (i) notified Buyer, TOUSA and Escrow Company in writing of its intent to facilitate the Exchange (such written notice shall be referred to herein as the "Exchange Notice"), and (ii) has provided Buyer, TOUSA and Escrow Company with any and all documents, agreements and the like, which are related to, and necessary for the completion of, the Exchange (the "Exchange Documents"). TOUSA and Buyer shall cooperate with DI Hollywood in effecting such Exchange, provided that: (a) TOUSA and Buyer shall not incur any additional liability or financial obligation as a consequence of the Exchange; (b) the Exchange shall in no way increase the net amount for which TOUSA or Buyer is obligated under the terms of this Agreement; and (c) the DI Hollywood shall indemnify and hold TOUSA and Buyer harmless from any and all liabilities, claims, losses, or actions which the other party incurs or to which the other party may be exposed as a result of the other party's participation in the Exchange, inclusive of reasonable attorneys' fees and other costs of defense. DI Hollywood shall have the right, as part of any such Exchange, to substitute another person or entity for DI Hollywood in this transaction, provided that such substitution shall not relieve DI Hollywood of its obligations hereunder. This Agreement shall not be subject to, or contingent upon, DI Hollywood's ability to effectuate any Exchange. In the event any Exchange should fail to occur, for whatever reason, the sale and purchase of the Property shall nonetheless be consummated as provided herein.

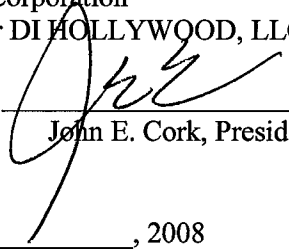
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each party has executed this Agreement as of the respective date set forth below.

“Seller”

DI HOLLYWOOD, LLC,
a Nevada limited-liability company

By: Coronado West, Inc.,
an Arizona corporation
Manager for DI HOLLYWOOD, LLC

By: 
John E. Cork, President

Executed on _____, 2008

TOUSA Homes, Inc.,
a Florida corporation dba “Engle Homes”

By: See next page
Cheryl Kypreos

Its: Division President


Executed on _____, 2008

“Buyer”

By: 
Oscar B. Goodman, Mayor

Executed on May 7, 2008

Attest:


Beverly K. Bridges CMC,
City Clerk

Approved as to Form:

John S. Riolillo 4/8/08
Deputy City Attorney

“Escrow Company”

By: See next page

Date:

IN WITNESS WHEREOF, each party has executed this Agreement as of the respective date set forth below.

“Seller”

DI HOLLYWOOD, LLC,
a Nevada limited-liability company

By: Coronado West, Inc.,
an Arizona corporation
Manager for DI HOLLYWOOD, LLC

By: _____
John E. Cork, President

Executed on _____, 2008

TOUSA Homes, Inc.,
a Florida corporation dba “Engle Homes”

By: 
Cheryl Kypreos

Its: Division President

Executed on April 1, 2008

“Buyer”

By: _____
Oscar B. Goodman, Mayor

Executed on _____, 2008

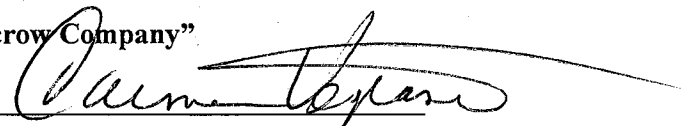
Attest:

Beverly K. Bridges CMC,
City Clerk

Approved as to Form:

Deputy City Attorney

“Escrow Company”

By: 

Date: 4/1/2008

EXHIBIT "A"

LOTS 1 THROUGH 19 INCLUSIVE, LOTS 31 THROUGH 57 INCLUSIVE, COMMON ELEMENT A, COMMON ELEMENT B AND THE PRIVATE STREETS AS SHOWN ON THE PLAT OF CRESTWOOD AKA VEGAS VALLEY & TREE LINE UNIT 1 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 137, PAGE 26 OF PLATS, LYING WITHIN THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA.

Map/Plan Control Copy
 Project: TNEY ENGINEERING
 06/14/2007 10:45:29 12067010000
 Book/Sheet: 20070514-0002076
 Plat Page Count: 6
 Fees: \$188.00 REC Fee: \$2.00

Public Census
 Clark County Recorder

20070514-0002076
 06/14/2007

OWNER'S CERTIFICATE

DI HOLLYWOOD, LLC, A NEVADA LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THAT CERTAIN PARCEL OF LAND THAT IS SHOWN UPON THIS FINAL MAP OF CRESTWOOD AKA VEGAS VALLEY & TREELINE - UNIT 1.

DI HOLLYWOOD, LLC, FURTHER STATES THAT IT CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND DOES HEREBY OFFER AND DEDICATE THE PUBLIC STREETS AND GRANT THE PUBLIC EASEMENTS AS SPECIFICALLY INDICATED AND OUTLINED HEREON TO CLARK COUNTY, NEVADA FOR THE USE OF THE PUBLIC.

FURTHERMORE, DI HOLLYWOOD, LLC, DOES HEREBY GRANTS AND CONVEYS TO NEVADA POWER COMPANY, EMBARGO, SOUTHWEST GAS CORPORATION, LAS VEGAS VALLEY WATER DISTRICT AND COX COMMUNICATIONS LAS VEGAS, INC. AND TO THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, FINAL REMOVAL AND/OR ABANDONMENT OF UNDERGROUND POWER, TELEPHONE, WATER, GAS CABLE TV, AND RELATED APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERE TO AND EGRESS THEREFROM THE FOLLOWING EASEMENTS:

(1) AN EASEMENT AND RIGHT-OF-WAY OVER, UNDER, ON AND IN THOSE AREAS SHOWN HEREON AS UTILITY EASEMENTS (I.E.), PRIVATE STREETS AND COMMON ELEMENTS.

(2) A THREE FOOT (3) WIDE EASEMENT ON ALL SIDE PROPERTY LINES AND ALONG UNDERGROUND SERVICES TO METER PANELS.

(3) AN EASEMENT CONTIGUOUS TO, AND/OR BACK OF, PUBLIC OR PRIVATE STREETS FOR ALL ABOVE GROUND TRANSFORMER PADS, TELEPHONE EQUIPMENT PADS AND WATER FACILITIES, FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, AND FINAL REMOVAL OF UNDERGROUND DISTRIBUTION LINES AND APPURTENANCES. WHERE NO SIDEWALK EXISTS, THE WIDTH OF SAID EASEMENT SHALL BE DETERMINED BY A LINE RUNNING PARALLEL WITH AND TEN FEET (10) DISTANT, MEASURED AT RIGHT ANGLES FROM THE BACK OF CURB WITHIN SAID PUBLIC OR PRIVATE STREET. WHERE SIDEWALK EXISTS, THE WIDTH OF SAID EASEMENTS SHALL BE DETERMINED BY A LINE RUNNING PARALLEL WITH AND FIVE FEET (5) DISTANT, MEASURED AT RIGHT ANGLES, FROM THE BACK OF ANY STREET FRONTAGE SIDEWALK.

(4) ALSO, AN ADDITIONAL TWO FEET (2) AROUND TRANSFORMERS PADS AND TELEPHONE EQUIPMENT PADS WITHIN THE PLATTED LANDS FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, AND FINAL REMOVAL OF UNDERGROUND POWER AND TELEPHONE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF EGRESS AND EGRESS THERE TO.

FURTHERMORE, DI HOLLYWOOD, LLC, GRANTS TO THE CLARK COUNTY WATER RECLAMATION DISTRICT, AN EASEMENT FOR SANITARY SEWER PURPOSES, TOGETHER WITH THE RIGHT OF EGRESS AND EGRESS THERE TO, ON ALL LANDS SHOWN AS SEWER EASEMENTS AND/OR UTILITY EASEMENTS.

FURTHERMORE, THERE IS GRANTED TO THE CRESTWOOD AKA VEGAS VALLEY & TREELINE HOMEOWNERS ASSOCIATION THOSE PRIVATE STREETS AND COMMON LOTS AS SHOWN AND LOCATED HEREON.

DATED THIS 24th DAY OF April, 2007
 DI HOLLYWOOD, LLC, A NEVADA LIMITED LIABILITY COMPANY

BY: *John Cork*
 John Cork

ACKNOWLEDGMENT

STATE OF Arizona ss.
 COUNTY OF Maricopa

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON April 24, 2007 by John Cork AS Manager OF DI HOLLYWOOD, LLC

Judith A. Coleman
 JUDITH A. COLEMAN
 MY COMMISSION EXPIRES ON Oct 11, 2007



DIVISION OF WATER RESOURCES CERTIFICATE

THIS FINAL PLAT IS APPROVED BY THE STATE OF NEVADA DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY, SUBJECT TO REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

BY: *Shari Gault*
 SHARI GAULT, P.E. DATE: 6/26/07

DISTRICT BOARD OF HEALTH CERTIFICATE

THIS FINAL MAP IS APPROVED BY THE SOUTHERN NEVADA HEALTH DISTRICT, THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES, AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

BY: *Walter G. Jones*
 WALTER G. JONES
 SOUTHERN NEVADA HEALTH DISTRICT DATE: 05/08/07

THE FINAL MAP OF
CRESTWOOD AKA VEGAS VALLEY & TREELINE - UNIT 1

(A COMMON INTEREST COMMUNITY)
 A SUBDIVISION OF A PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA

LAND DESCRIPTION

LYING WITHIN THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, THENCE ALONG THE EAST LINE THEREOF SOUTH 07°23'00" WEST, 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF VEGAS VALLEY DRIVE, SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID EAST LINE SOUTH 07°23'00" WEST, 264.49 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, THENCE SOUTH 89°26'00" WEST, ALONG THE SOUTH LINE THEREOF, 29.85 FEET TO A POINT ON THE EASTERLY LINE OF LAS VEGAS WASH, THENCE ALONG SAID EASTERLY LINE OF LAS VEGAS WASH FOR THE FOLLOWING FIVE (5) COURSES: NORTH 21°06'00" WEST, 72.29 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 428.00 FEET, THROUGH A CENTRAL ANGLE OF 9°53'00", AN ARC DISTANCE OF 36.04 FEET, THENCE NORTH 29°00'00" WEST, 42.72 FEET, THENCE NORTH 02°20'00" EAST, 56.47 FEET, THENCE NORTH 58°58'00" WEST, 62.00 FEET, THENCE NORTH 89°26'00" EAST, 28.00 FEET, THENCE NORTH 07°23'00" EAST, 440.00 FEET TO A POINT ON THE AFORESAID SOUTHERN RIGHT-OF-WAY LINE OF VEGAS VALLEY DRIVE, THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE NORTH 89°26'00" EAST, 300.00 FEET, THENCE SOUTH 07°23'00" WEST, 44.00 FEET, THENCE NORTH 89°26'00" EAST, 300.00 FEET, THENCE NORTH 07°23'00" EAST, 660.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF VEGAS VALLEY DRIVE, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°26'00" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 29.88 ACRES, MORE OR LESS

UTILITY & AGENCY APPROVAL

WE, THE HEREIN NAMED UTILITY COMPANIES AND AGENCIES DO HEREBY STATE THAT WE APPROVE THE GRANT OF THE EASEMENTS DESIGNATED HEREON.

BY: *John Johnson*
 JOHN JOHNSON
 EMBARGO DATE: 4/26/07

BY: *Gene Bailey*
 GENE BAILEY
 NEVADA POWER COMPANY DATE: 4/26/07

BY: *Mickelle Thompson*
 MICKELLE THOMPSON
 COX COMMUNICATIONS LAS VEGAS, INC. DATE: 4/26/07

BY: *Michael J. Hessel*
 MICHAEL J. HESSELL
 SOUTHWEST GAS CORPORATION DATE: 4-26-07

BY: *Mel Nelson*
 MEL NELSON
 LAS VEGAS VALLEY WATER DISTRICT DATE: 4-27-07

BY: *Calvin B. Johnson*
 CALVIN B. JOHNSON
 CLARK COUNTY WATER RECLAMATION DISTRICT DATE: 6/6/07

BY: *Steven G. Gault*
 STEVEN G. GAULT
 CLARK COUNTY FIRE DEPARTMENT DATE: 6/26/07

APPROVAL

THIS IS TO CERTIFY THAT THE CLARK COUNTY ZONING ADMINISTRATOR APPROVED AND ACCEPTED ON BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION AND EASEMENTS GRANTED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION SHOWN HEREON.

APPROVED BY THE CLARK COUNTY ZONING ADMINISTRATOR IN CONFORMITY WITH THE TENTATIVE MAP AND ALL CONDITIONS OF APPROVAL.

BY: *David Harrison*
 DAVID HARRISON
 CLARK COUNTY ZONING ADMINISTRATOR DATE: 6-12-07

HOMEOWNER'S ASSOCIATION CERTIFICATE

CRESTWOOD AKA VEGAS VALLEY & TREELINE HOMEOWNERS ASSOCIATION, DOES HEREBY ACCEPT ALL PRIVATE STREETS AND COMMON ELEMENTS AS SHOWN AND LOCATED HEREON.

BY: *T. LANCE SPANER*
 T. LANCE SPANER
 CLARK COUNTY HOMEOWNERS ASSOCIATION DATE: 6-5-2007

COUNTY SURVEYOR'S CERTIFICATE

I, BRETT N. LANE, COUNTY SURVEYOR FOR CLARK COUNTY, NEVADA, DO HEREBY CERTIFY THAT ON THIS 6th DAY OF JUNE, 2007, I DID EXAMINE THE FINAL MAP OF CRESTWOOD AKA VEGAS VALLEY & TREELINE - UNIT 1 THAT THE MAP, AS SHOWN HEREON, IS TECHNICALLY CORRECT, AND THAT IF THE MONUMENTS HAVENOT BEEN SET, A PROPER PERFORMANCE BOND OR OTHER FINANCIAL ASSURANCE HAS BEEN DEPOSITED, GUARANTEEING THEIR SETTING ON OR BEFORE 1st of July 2008.

BY: *Brett N. Lane*
 BRETT N. LANE
 CLARK COUNTY SURVEYOR NO. 7641
 EMBARGO PLS. 14900



BASIS OF BEARING

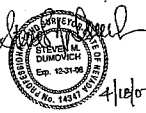
NORTH 89°51'00" EAST, BEING THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN FILE 130 OF SURVEYS ON PAGE 87.

SURVEYOR'S CERTIFICATE

I, STEVEN M. DIMOVICH, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF NEVADA, AS AN AGENT FOR TANEY ENGINEERING, INC., DO HEREBY CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCES OF DI HOLLYWOOD, LLC.
- THE LANDS SURVEYED LIE WITHIN THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA. THIS SURVEY WAS COMPLETED ON NOVEMBER 11, 2006.
- THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY 7-1-05. AND AN APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO ASSURE THE INSTALLATION OF THE MONUMENTS.

BY: *Steven M. Dimovich*
 STEVEN M. DIMOVICH
 PROFESSIONAL LAND SURVEYOR
 NEVADA CERTIFICATE NO. 15427



COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX, N.E.S. 28-5695

THE FINAL MAP OF CRESTWOOD AKA VEGAS VALLEY & TREELINE - UNIT 1 (A COMMON INTEREST COMMUNITY) A SUBDIVISION OF A PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA		INSTRUMENT NO. <u>20070514</u> FILED AT THE REQUEST OF <u>TANEY ENGINEERING, INC.</u> DATE <u>6-14-07</u> AT <u>10:45</u> BOOK <u>137</u> PAGE <u>0026</u> OFFICIAL RECORDS BOOK NO. <u>20070614</u> CLARK COUNTY, NEVADA RECORDS DEBBIE CONWAY - RECORDER FEE <u>104.00</u> DEPUTY <u>ANF</u>
TANEY ENGINEERING 4445 S. JONES BLVD., SUITE #1 LAS VEGAS, NV 89103 (702) 362-8844 FAX: (702) 362-5233		NFM-0301-06

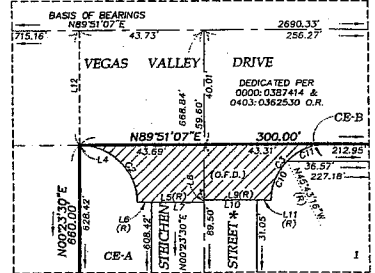
EXHIBIT "B"

THE FINAL MAP OF
**CRESTWOOD AKA VEGAS VALLEY
 & TREELINE - UNIT 1**

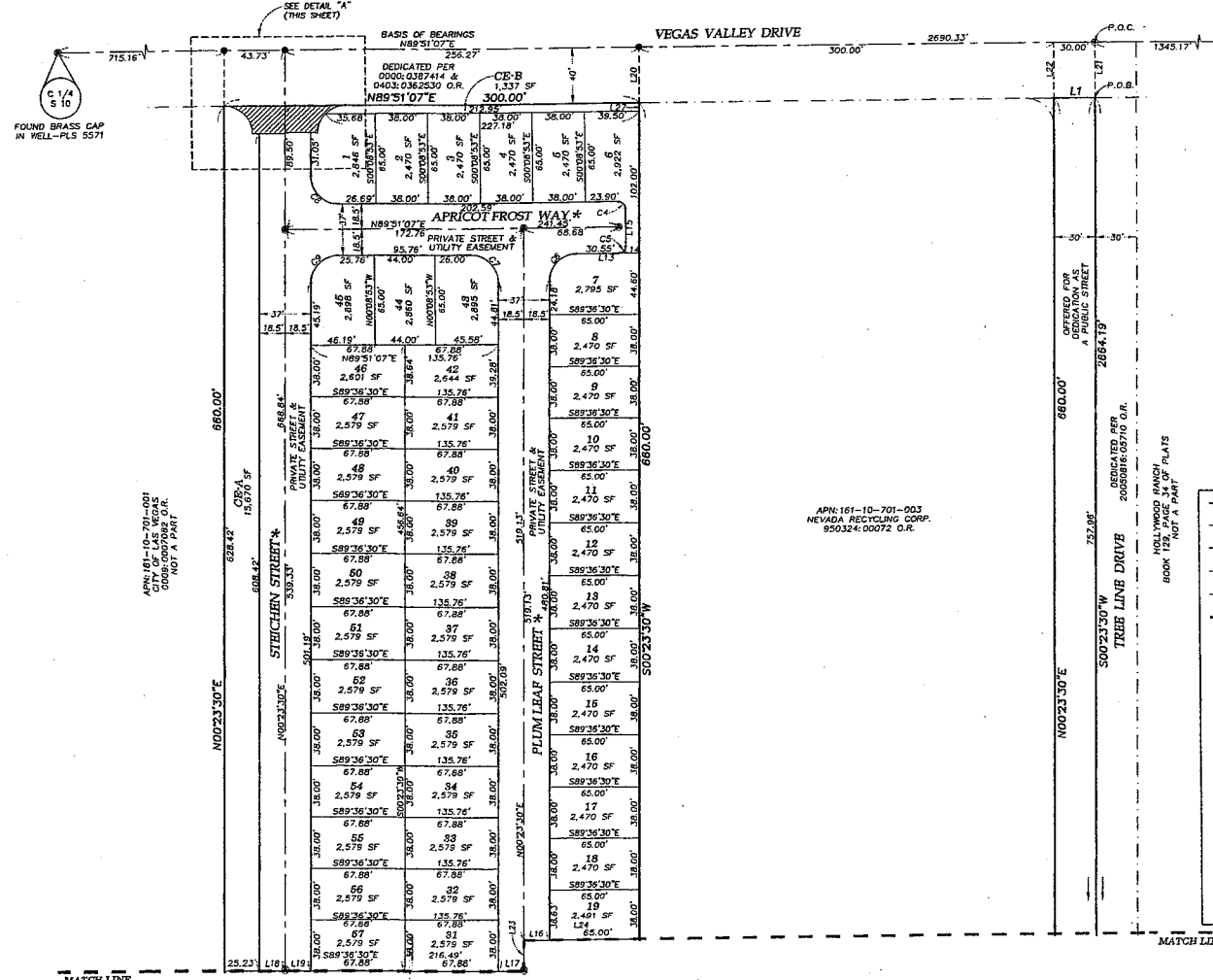
(A COMMON INTEREST COMMUNITY)
 A SUBDIVISION OF A PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10,
 TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA



FOUND BRASS
 CAP-PLS 4046
 1/4
 10/11



DETAIL "A"
 SCALE: 1" = 20'



APN: 161-10-701-003
 NEVADA RECYCLING CORP.
 95032-00072 C.O.R.

APN: 61-10-701-004
 CITY OF LAS VEGAS
 0006-0007099 C.O.R.
 NOT A PART

NOT A PART
 BOOK 127, PAGE 3/4 OF PLATS

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- ADJOINING LOT LINE
- MATCH LINE
- 15 LOT NUMBER-46 RESIDENTIAL LOTS
- CB-A COMMON ELEMENT-2 COMMON ELEMENTS
- FOUND MONUMENT AS SHOWN AND DESCRIBED
- SET TYPE III MONUMENT - PLS 14347 WITH REFERENCE MONUMENTS
- SET REBAR & ALUMINUM CAP - PLS 14347
- C10 CURVE NUMBER
- L15 LINE NUMBER
- APN ASSESSOR'S PARCEL NUMBER
- (O.F.D.) OFFERED FOR DEDICATION AS A PUBLIC STREET
- * PRIVATE STREET AND UTILITY EASEMENT HEREBY GRANTED TO THE HOMEOWNER'S ASSOCIATION PER THIS MAP

MATCH LINE

(SEE SHEET 3)

NOTE
 FOR LINE AND CURVE TABLES, SEE SHEET 6.

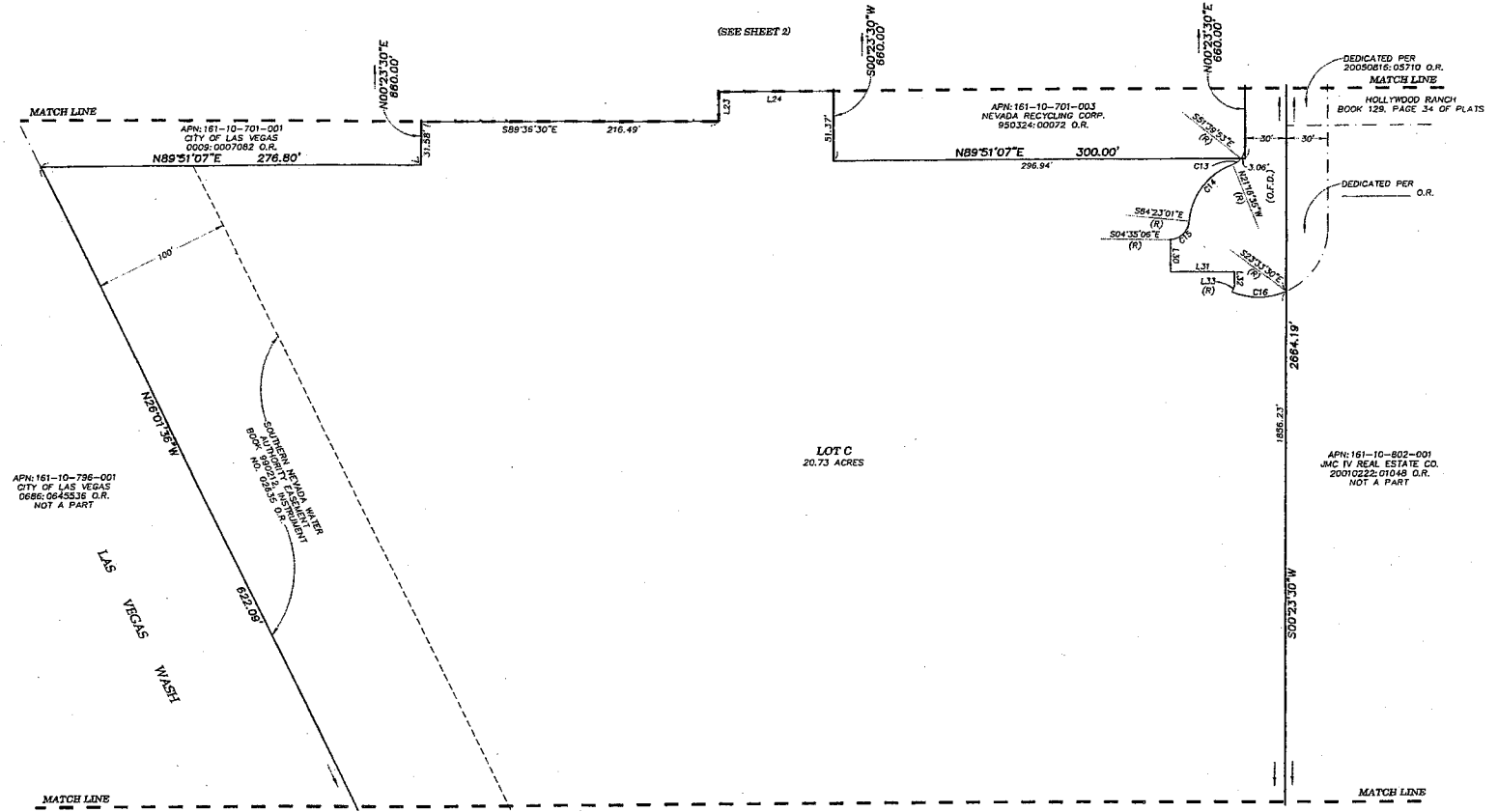
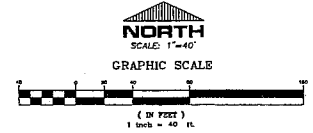
SHEET 2 OF 6

TANEY ENGINEERING
 4445 S. JONES BLVD. SUITE #1
 LAS VEGAS, NV 89103
 (702) 362-8844 FAX: (702) 362-5233

137-0026

THE FINAL MAP OF
**CRESTWOOD AKA VEGAS VALLEY
 & TREELINE - UNIT 1**

(A COMMON INTEREST COMMUNITY)
 A SUBDIVISION OF A PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10,
 TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA



(SEE SHEET 4)

NOTE
 FOR LINE AND CURVE TABLES, SEE SHEET 6.

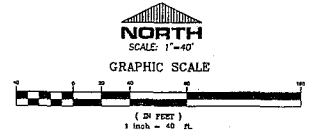
SHEET 3 OF 6



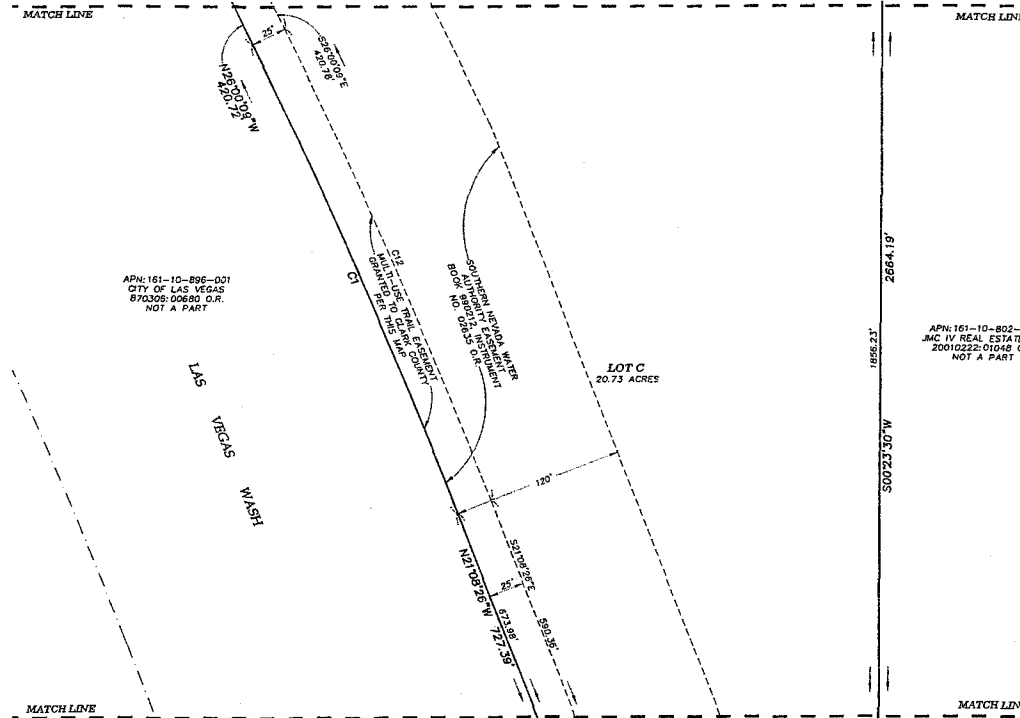
TANEY ENGINEERING
 4445 S. JONES BLVD. SUITE #1
 LAS VEGAS, NV 89103
 (702) 362-8844 FAX: (702) 362-5233

THE FINAL MAP OF
**CRESTWOOD AKA VEGAS VALLEY
 & TREELINE - UNIT 1**

(A COMMON INTEREST COMMUNITY)
 A SUBDIVISION OF A PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10,
 TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA



(SEE SHEET 4)



(SEE SHEET 6)

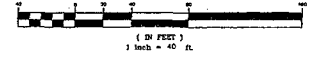
SHEET 5 OF 6



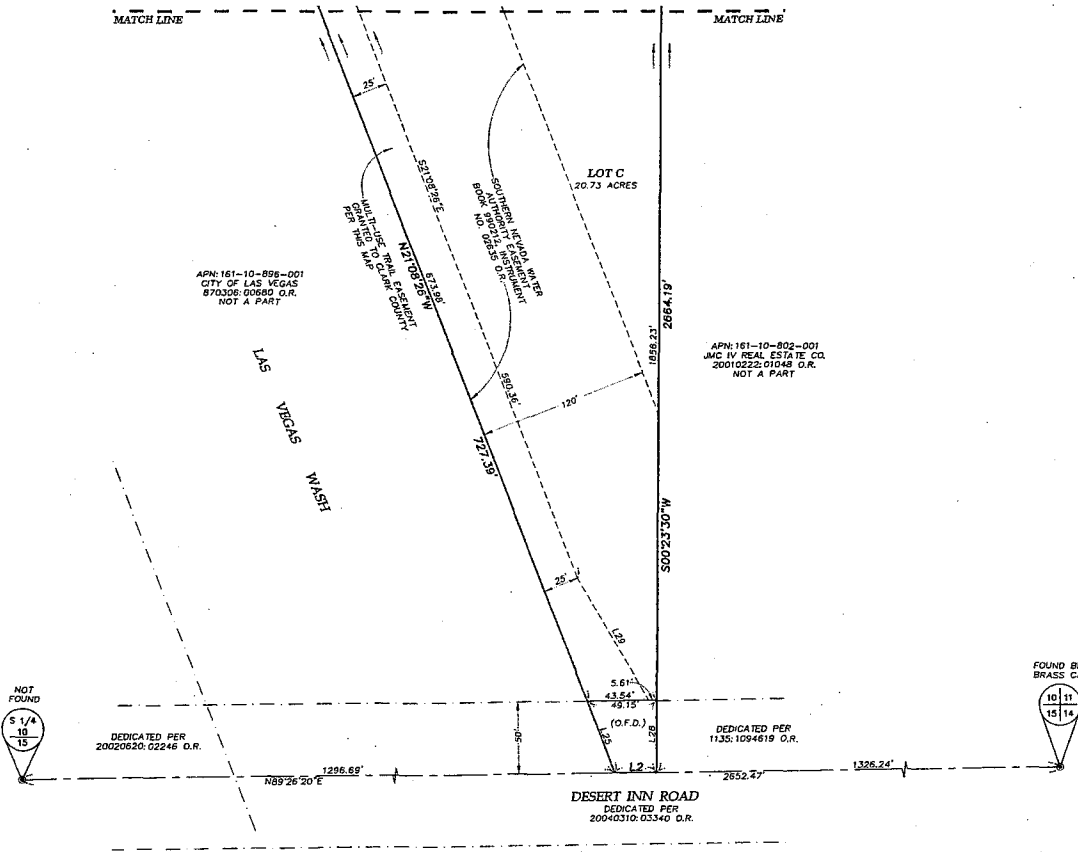
TANEY ENGINEERING
 4445 S. JONES BLVD. SUITE #1
 LAS VEGAS, NV 89103
 (702) 362-8844 FAX: (702) 362-5233

THE FINAL MAP OF
**CRESTWOOD AKA VEGAS VALLEY
 & TREELINE - UNIT 1**

(A COMMON INTEREST COMMUNITY)
 A SUBDIVISION OF A PORTION OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10,
 TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA



(SEE SHEET #)



LINE TABLE

LINE	BEARING	LENGTH
L1	N88°51'07"E	30.00'
L2	S89°26'20"W	28.85'
L3	N00°23'30"E	58.07'
L4	N88°51'07"E	0.04'
L5	S89°26'30"E	23.50'
L6	S89°26'30"E	5.00'
L7	S89°26'30"E	18.00'
L8	N00°23'30"E	0.82'
L9	S89°26'30"E	23.50'
L10	S89°26'30"E	18.50'
L11	S89°26'30"E	5.00'
L12	N00°23'30"E	40.00'
L13	N88°51'07"E	45.18'
L14	N88°51'07"E	16.64'
L15	N00°08'53"W	27.00'
L16	N88°51'00"E	18.50'
L17	S89°26'30"E	18.50'
L18	S89°26'30"E	16.50'
L19	S89°26'30"E	16.50'
L20	N00°23'30"E	26.00'
L21	N00°23'30"E	40.00'
L22	N00°23'30"E	40.00'
L23	N00°23'30"E	21.63'
L24	N88°51'00"E	33.50'
L25	S21°08'26"E	53.41'
L26	S00°23'30"W	50.01'
L27	S00°23'30"W	6.00'
L28	S26°11'36"E	50.15'
L29	S30°11'38"E	100.17'
L30	S00°08'50"E	23.84'
L31	N88°51'10"E	46.50'
L32	S00°08'50"E	10.11'
L33	S22°21'28"W	6.00'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	4250.00'	4°51'43"	360.64'	180.43'
C2	20.00'	90°32'23"	31.80'	20.19'
C3	20.00'	89°27'37"	31.80'	19.81'
C4	5.00'	90°00'00"	7.85'	5.00'
C5	5.00'	90°00'00"	7.85'	5.00'
C6	20.00'	89°27'37"	31.80'	19.81'
C7	20.00'	90°32'23"	31.80'	20.19'
C8	20.00'	90°32'23"	31.80'	20.19'
C9	20.00'	89°27'37"	31.80'	19.81'
C10	20.00'	43°33'14"	14.37'	8.05'
C11	20.00'	45°34'23"	14.91'	8.40'
C12	4275.00'	4°51'43"	362.76'	181.49'
C13	14.50'	30°24'03"	7.60'	4.94'
C14	50.80'	6°39'26"	35.82'	31.01'
C15	14.50'	79°47'55"	20.89'	12.54'
C16	50.50'	45°54'36"	40.47'	21.39'

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