

**SOUTHWEST GAS CORPORATION
INCREMENTAL NATURAL GAS FACILITIES AGREEMENT**

This INCREMENTAL NATURAL GAS FACILITIES AGREEMENT (the "Agreement") is made and entered into as of the 16 day of July, 2008, by and between SOUTHWEST GAS CORPORATION, a California corporation, (the "Utility") and CITY PARKWAY V, INC., a Nevada non-profit Corporation, (the "Customer") All signatories to this Agreement are referred to collectively as the "Parties" or singly as the "Party".

RECITALS

WHEREAS, Customer is the owner of certain pieces of real property located north of Bonneville Avenue, south and east of Grand Central Parkway and west of the railroad track lines operated by Union Pacific Railroad in Las Vegas, Nevada, commonly known as the Union Park Development and consisting of approximately 61 acres ("Property"); and

WHEREAS, the Property is being master planned and developed by City Parkway through its agent, Newland Communities, LLC. Current planned projects on the Property include a 2,000-seat performing arts center, the "Keep Memory Alive, the Foundation for the Lou Ruvo Brain Institute," the World Jewelry Center (over 50 story building with more than 900,000 square feet), 125,000 square foot shopping promenade, 1.9 million square feet of Class A office space, 363,000 square feet of ground-floor retail space, 3,100 high-rise residential units and a hotel/casino (collectively, "Planned Projects"). The Planned Projects are subject to change from time to time; and

WHEREAS, Customer desires Utility to provide gas services to Planned Projects at the Property; and

WHEREAS, Utility provides natural gas sales distribution and transportation service as a public utility in the states of Nevada, Arizona, and California. Utility's retail certificated service territory encompasses an extensive portion of the state of Nevada, including Clark County and the city of Las Vegas; and

WHEREAS, Customer desires Utility to install infrastructure in order to provide gas services to Planned Projects at the Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I - DELIVERY POINT AND FACILITIES

Delivery of natural gas by the Utility shall be to the Property in a mutually agreeable location. To serve Customer's maximum hourly flow rate of 294 MCFH at 5 psig (the "Peak Load Requirement"), Utility will install approximately 3,526 feet of six-inch PE pipeline and appurtenances. Collectively, these are the Incremental Natural Gas Facilities that are the subject of this Agreement.

If Customer requires an hourly flow rate higher than what is specified by Customer in this Agreement for the Peak Load Requirement, Utility would need to construct additional upstream facilities. Extension and construction of these additional upstream facilities would be made in accordance with Rule 9 of Utility's Nevada Gas Tariff in effect at the time of Customer's requested increase in hourly flow rates. Customer will be responsible for requesting additional capacity requirements from Utility.

ARTICLE II - APPLICABLE RATES AND CONTRIBUTIONS

This Agreement shall be subject to the provisions of Utility's Nevada Gas Tariff No. Six and the rules and regulations applicable thereto on file with the Public Utilities Commission of Nevada, as may be amended or superseded from time to time, which by this reference are incorporated herein and made a part hereof.

As a condition precedent to commencement of this Agreement and before any obligation by Utility to perform, Customer agrees to pay Utility a contribution in aid of construction (the "CIAC") equal to the full cost of the Incremental Natural Gas Facilities, which includes any applicable Federal Income Tax in accordance with NAC 704.6532 and Article V.A of this Agreement. Based upon Utility's estimated construction costs, the CIAC shall be Two Hundred Forty-Seven Thousand Eight Hundred Twenty-Six U.S. Dollars (\$247,826).

Once the Incremental Natural Gas Facilities have been installed (the "Completion Date"), the Utility will compare actual construction costs incurred to construct the Incremental Natural Gas Facilities, inclusive of any applicable Federal Income Tax in accordance with NAC 704.6532 (collectively the "Final Costs") to the CIAC paid by the Customer. If the CIAC paid by the Customer is less than the Final Costs, the Customer hereby agrees to pay to Utility the difference of the CIAC and the Final Costs within thirty days of presentment of an invoice by Utility. If the CIAC is greater than the Final Costs, Utility will refund the difference to the Customer. Notwithstanding the payment of any amounts by the Customer, the Incremental Natural Gas Facilities will be owned and operated by the Utility.

ARTICLE III - TERM OF AGREEMENT

Once signed by the Parties, this Agreement shall become effective on the date first noted above and shall continue in effect until such time as all the obligations of the Parties have been satisfied.

ARTICLE IV - NOTICES

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, by mail or facsimile with all postage and charges prepaid, to either Customer or Utility at the place designated. Routine communications shall be considered as duly delivered two (2) business days after deposit in U.S. mail, first-class postage prepaid. Unless changed, the addresses of the Parties are as follows:

SOUTHWEST GAS CORPORATION

Attn: Key Account Management
P.O. Box 98510, LVB-106
Las Vegas, NV 89193-8510
Phone No. 702-364-3063
Fax No. 702-365-5904

CITY PARKWAY V, INC.

Attn: Douglas A. Selby, President
400 Stewart Ave.
Las Vegas, NV 89101
Phone No. 702-229-6501
Fax No. 702-388-1807

Either Party may change its address at any time upon written notice to the other.

ARTICLE V - OTHER OPERATING PROVISIONS

A. PAYMENT

As a condition precedent to the commencement of this Agreement and before any obligation by Utility to perform, Customer shall tender payment of the CIAC to Utility by check, made payable to Southwest Gas Corporation at the address noted in Article IV.

B. COMPLETION OF FACILITIES

Utility shall install, own, operate, and maintain all natural gas facilities as required to provide gas service to the delivery point as described in Article I.

Utility's completion of the Incremental Natural Gas Facilities is contingent upon Customer providing to Utility, at Customer's sole expense, all necessary easements and/or rights of way which are adequate, in the reasonable opinion of Utility, for the location, installation, operation, maintenance, and removal of the Incremental Natural Gas Facilities, including any easements and/or rights of way necessary to reach Customer's property. For such easements or rights of way, Customer shall name Utility as grantee. When required, Utility will submit the appropriate easement and/or right of way forms to Customer for signature.

Customer hereby grants Utility such rights of ingress and egress as may be necessary or convenient to enable the Utility to install, operate, inspect, maintain, repair, and remove meters, gauges, pipelines, fittings, and regulators, and all other equipment and apparatus which Utility may elect to install as described in Article I, or to complete a survey of the number and type of natural gas equipment installed by Customer. Customer agrees that no permanent obstructions, buildings, structures, fences or trees, except for street, road or driveway purposes, will be placed upon, over, or under Utility's pipeline facilities or within the easement areas provided by Customer to Utility.

In the event that Customer elects to take transportation service at any time during the term of this Agreement, Customer shall be responsible for the costs of telemetry equipment and installation and Customer shall provide phone and electric service to Utility's meter set assembly per Utility's specifications.

Utility makes no representations, warranties, or promises, either express or implied, with respect to the Completion Date for construction of the Incremental Natural Gas Facilities. However, Utility will use all commercially reasonable efforts to complete the Incremental Natural Gas Facilities by Customer's requested Completion Date of November 1, 2008.

C. LIMIT OF LIABILITY

Neither Utility, nor its affiliates, directors, officers, employees, contractors, subcontractors, or agents shall be liable for any special, incidental, indirect, exemplary, consequential, or any other damages, including, without limitation, loss of product, loss of profit or revenue, loss of use, costs of replacement power or supply, or delivery obligations as a result of any delay in completing construction of the Incremental Natural Gas Facilities by the requested Completion Date, even if Utility has been advised of the possibility of such damages.

D. RECOVERY OF COSTS

Customer acknowledges that, between the effective date of this Agreement and the Completion Date of the Incremental Natural Gas Facilities, Utility shall incur certain costs and expenses in furtherance of construction of the Incremental Natural Gas Facilities, including, but not limited to,

permitting, engineering design, surveying, and materials procurement. In the event Customer does not proceed with or complete its Planned Projects, for whatever reason(s), then Customer shall reimburse Utility for all such costs and expenses incurred by Utility, but only to the extent such costs are directly related to the Incremental Natural Gas Facilities.

If Utility terminates this Agreement for any material reason permitted by this Agreement or Utility's tariffs, prior to the Completion Date, Utility shall determine the total costs owed by Customer for any costs incurred by Utility as of such date for labor and materials with respect to the Incremental Natural Gas Facilities. Customer shall reimburse Utility for all such costs and expenses incurred by Utility, but only to the extent such costs are directly related to the Incremental Natural Gas Facilities.

It is expressly understood and agreed by Customer that the obligation to reimburse Utility for the costs associated with the Incremental Natural Gas Facilities shall survive the termination of this Agreement by either Party for any reason. Customer also agrees that, in all events, Utility will retain ownership of the Incremental Natural Gas Facilities free and clear of any claim by Customer.

E. CONFIDENTIALITY

Neither Utility or Customer, nor their respective affiliates, directors, officers, employees, agents or permitted assignees shall disclose to any third party the terms and provisions of this Agreement without the other Party's prior written consent, except as required by law, including Nevada Revised Statute 241, or by the Public Utilities Commission of Nevada, provided the disclosing Party gives immediate notice of such a requirement to the non-disclosing Party and cooperates in asserting any exclusions or privileges that may be available by law or in seeking a protective order with respect to such required disclosures. As a public body, City Parkway is subject to open meeting law provisions of Nevada Revised Statute 241.

ARTICLE VI- PRIOR AGREEMENTS

When this Agreement takes effect, it supersedes, cancels, and terminates the following agreement(s):

- None -

ARTICLE VII - REGULATORY REQUIREMENTS

This Agreement, all terms and provisions contained or incorporated herein, and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction over the subject matter of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of Nevada as it may from time to time direct in the exercise of its jurisdiction.

Should the Public Utilities Commission of Nevada or any other regulatory or successor governmental agency having jurisdiction over this Agreement impose by statute, rule, order, or regulation any terms or conditions upon this Agreement that are not satisfactory to Utility, then Utility, upon issuance of such statute, rule, order, or regulation, and following thirty (30) days written notification to Customer, or sooner, if so required, may terminate this Agreement without further obligation or consequence.

ARTICLE VIII - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment or transfer by Customer hereunder shall be made without written approval of Utility. Such approval shall not be unreasonably withheld. As between the Parties

hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been effectuated.

ARTICLE IX - RULES

The standard rules of the Utility as authorized by and on file with the Public Utilities Commission of Nevada in the Utility's Nevada Gas Tariff shall apply to the transaction to be performed hereunder, and are hereby incorporated by reference into this Agreement, except as otherwise provided in this Agreement.

ARTICLE X – RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to create any partnership, joint venture, employment relationship, franchise, or agency as between the Parties. The relationship of the Parties hereunder shall be that of independent parties. Neither Party is intended to have, nor shall any represent to any other person that it has any power, right or authority to bind the other Party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party, except as expressly required or authorized by this Agreement, or as otherwise permitted in writing.

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to the Agreement and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third person the right of subrogation or action over any Party to the Agreement.

ARTICLE XI – AUTHORITY TO EXECUTE; MODIFICATIONS

The Parties represent and warrant that the person executing the Agreement has the right, power, and authority to bind its company to the terms and conditions of this Agreement. Modifications or changes to this Agreement must be in writing and signed by the Parties.

ARTICLE XII - SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner so as to be effective and valid under applicable law. If any provision of this Agreement shall be deemed to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity. Such prohibition or invalidity shall not invalidate the remainder of the provision or the other provisions of this Agreement.

ARTICLE XIII – CUMULATIVE RIGHTS; NO WAIVER OF RIGHTS

Each and every right granted to a Party or allowed by law or equity shall be cumulative and not exclusive. No failure to exercise, or a delay in exercising any right, will operate as a waiver thereof, nor will any single or partial excuse of any right by a Party preclude any other or future exercise thereof or the exercise of any other right.

ARTICLE XIV – GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the state of Nevada, without consideration of its choice of law provisions.

ARTICLE XV – HEADINGS; ENTIRE AGREEMENT

The headings appearing at the commencement of each article of this Agreement are descriptive only and for convenience, and shall not define, limit, or describe the scope or intent of this Agreement, nor in any way affect this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior agreements and understandings, oral or written, between the Parties, regarding the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

The signatures of the duly authorized representatives of the Parties below represent the mutual acceptance of this Agreement.

“Utility”

**Southwest Gas Corporation
a California corporation**

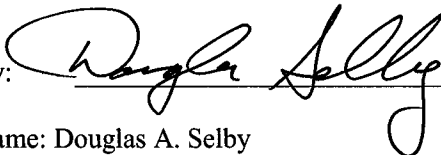
By:  _____

Name: William N. Moody

Title: Vice President Gas Resources

“Customer”

**City Parkway V, Inc.
a Nevada non-profit corporation**

By:  _____

Name: Douglas A. Selby

Title: President

Attest



Steve Houchens, Secretary

Approved as to Form

 7/7/08
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney