



SURETY BOND REQUEST FORM

NOTE: INCOMPLETE REQUEST FORMS WILL BE RETURNED, RESULTING IN BONDING DELAYS. BONDS WILL NOT BE ISSUED UNTIL ALL INFORMATION IS RECEIVED.

Date: 3/15/2006

Requested By: Kelli Simmons Phone: # (702) 458-7700

Division: Las Vegas Land Division-U.S. Home Corporation ☐ Homebuilding or ☒ Land (check one)

Marketing Platform: (check one): ☒ DS ☐ EI or ☐ Other _____

JDE Billing Code:

Joint Venture: ☐ Yes ☐ No (check one)

Lennar Land Partners? ☐ Yes ☐ No

**Division Controller Authorization/Signature: _____

Principal Name (this must be the exact name of the Lennar entity to be shown on the bond): Lennar Communities Nevada LLC

Obligee Name: City of Las Vegas

Obligee Address: 400 E Stewart Avenue, Las Vegas, NV 89101

Number of Bond Form Originals required by the Obligee: 1 Delivery Date: 03/15/06

Community Name: Arroyo Canyon JDE Company Code:

Tract/Plat/Phase/Section (Please specify):

Description of Improvements: Offsite

City: Las Vegas State: Nevada

Estimated Completion Date: 8/22/08

ATTACH THE FOLLOWING DOCUMENTS:

☒ Blank Bond Forms

☐ Copy of bond instructions

☒ Copy of the Agreement

☐ DRE Forms (for California DRE bonds)

☐ Engineer/Cost Estimate Breakdown

Bond Type Offsite Bond Amount \$50,000.00

Bond Type _____ Bond Amount \$

Bond Type _____ Bond Amount \$

Bond Type _____ Bond Amount \$

Comments or Special Instructions

FAX OR MAIL COMPLETED BOND REQUEST FORM AND ATTACHMENTS TO BOTH:

Lennar Risk Management
Surety Administrator
25 Enterprise, Aliso Viejo, CA 92656
Contact: Dina Printy
Phone: (949) 349-8226
Fax: (949) 349-0815
E-mail: dina.printy@lennar.com

Aon Risk Services, Inc.
Surety Account Manager
1901 Main Street, Suite 300, Irvine, CA 92614
Contact: Grace Reza
Phone: (949) 608-6378
Fax: (949) 608-6455
E-mail: grace_reza@ars.aon.com

****Type the signature block below, as approved by Lennar Corporate Legal, for the entity named as Principal on the requested bond(s), or attach if additional space is required:**

Robert Johnson – Lennar Communities Nevada LLC

OFF-SITE IMPROVEMENTS AGREEMENT PERFORMANCE BOND

ARROYO CANYON

LD PROJECT# DS3354
BOND NUMBER _____
DATE EXECUTED _____

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BONDS BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUE 683A.090 AND BONDS MUST BE ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned PRINCIPAL AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, the obligee of this bond hereinafter referred to as the CITY, in the penal sum of _____ DOLLARS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the PRINCIPAL is entering into a certain contract with the CITY, entitled DRAINAGE IMPROVEMENTS MAINTENANCE AGREEMENT, a copy of which is attached hereto and incorporated herein;

NOW THEREFORE, if said PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said contract during the original term of said contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said PRINCIPAL or said SURETY hereunder, nor shall any extensions of time granted under the provisions of said Contract release either said PRINCIPAL or said SURETY, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this ____ day of _____, 200__

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:

(Resident Agent)

(State of Nevada, License Number)

(Appointed Agent Name)

By: _____
(Signature)

Address: _____

Telephone: _____

(PRINCIPAL)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(State of Nevada, License Number)

(Appointed Agent Name)

By: _____
(Signature)

Address: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

DRAINAGE IMPROVEMENTS
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and ARROYO CANYON HOLDINGS, LLC, 2920 N. GREEN VALLEY PKWY, #811, HENDERSON, NEVADA 89014 hereinafter referred to as "Developer")

W I T N E S S E T H:

WHEREAS, the Developer is the owner of record of that certain real property that is located within the corporate boundaries of the City AS SHOWN IN EXHIBIT "A" (the "Property" herein); and

WHEREAS, the Developer has or there will have been constructed certain Drainage structures on adjacent property as flood control facilities to protect the Property as shown in Exhibit A; and

WHEREAS, the City of Las Vegas Public Works Department – Flood Control Section, at a review held on AUGUST 8, 2003 **CONDITIONALLY** approved the Drainage Study (3354) for the Property, the approval of which is conditioned upon the completion of a Drainage Improvement Maintenance Agreement to guarantee maintenance of said Drainage Structures (the "Drainage Improvements" herein); and

WHEREAS, by its execution of this Agreement, the Developer intends to bind and obligate itself and its heirs, successors and assigns to inspect, maintain, and repair the Drainage Improvements in the manner and at the times that are hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained and of other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, said parties do hereby agree as follows:

1. COVENANT OF MAINTENANCE AND WORKSITE CLEAN-UP: The Developer, for itself, its heirs, successors and assigns, hereby covenants and agrees that:

(A) At its sole cost and expense, the Developer shall maintain the Drainage Improvements strictly in accordance with plans and specifications that are approved by the City pursuant to Paragraph 2 hereof, and shall be responsible for the removal, at its sole cost and expense and to the City's satisfaction, of all rubbish, trash, debris, surplus material and equipment from the area that is the subject of this Agreement (hereinafter the "Worksite").

- (B) The Developer shall inspect and maintain the Drainage Improvements continually until the City of Las Vegas provides written notice to take over the inspection and maintenance duties.

Once the above conditions are met, all guaranties and obligations shall terminate for construction, reconstruction, alteration, inspection, removal and maintenance of the Drainage Improvements pursuant to this Agreement.

2. PLANS AND SPECIFICATIONS: The Developer agrees to submit to the City, and obtain the approval of the City of as-built plans and specifications for the Drainage Improvements. Thereafter, the continued maintenance of the Drainage Improvements shall be in accordance with the approved plans and specifications (hereinafter the "Improvement Plans"). The Developer hereby assumes full and complete responsibility for the accuracy of the Improvement Plans, and any subsequent approval thereof by the City shall not relieve the Developer of such responsibility.

3. STATEMENT OF INSPECTION: In the event the City Engineer, or his authorized representative, inspects any of the work that is described in Paragraph 2 above and finds that such work has been performed in a satisfactory manner, the City Engineer, or his authorized representative, shall issue a statement of inspection; provided, however, that the inspection and approval of the work shall not relieve the Developer of its responsibility for the proper maintenance of the work in accordance with the standards that are set forth in Paragraph 6 hereof, or abridge the right of the City to require the correction of faulty workmanship or the replacement of defective materials at any time during the course of the work, notwithstanding the fact that the construction has been completed according to the Improvement Plans. Should subsurface conditions, including without limitation excess water, clay salts, voids or similar defects, subsequently be discovered, the City may require the Developer, at the Developer's sole cost and expense, to alter the Improvement Plans for any further construction or to correct, change or reconstruct the area that is affected by such conditions, or to take both of such actions subject to the limitations of Paragraph 1(B), above.

4. UTILITIES: The Developer agrees, at its sole cost and expense, to make any adjustment in the construction and installation of the Drainage Improvements which is necessary in order to accommodate the location of all existing utilities or, in the alternative and with the approval of the utility company that owns such utilities, to adjust such utilities in order to avoid any conflict between them and the Drainage Improvements.

5. APPROVAL:

(A) The City shall have no obligation to approve the Drainage Improvements as-built, notwithstanding any prior approval. The City hereby reserves the right to require the correction by the Developer of any portion of the Drainage Improvements that does not comply with the standards that are set forth in Paragraph 6 hereof, subject to the limitations of Paragraph 1(B), above.

(B) It is expressly understood and agreed by the Developer that any inspection and approval of the Drainage Improvements do not relieve the Developer of its responsibility for latent defects in the work. The Developer also expressly agrees to assume any consequence of proceeding with modifications to the existing detention basin.

6. STANDARDS OF CONSTRUCTION AND INSTALLATION: The Developer agrees that the maintenance and repair of the Drainage Improvements shall be in accordance with all applicable ordinances, regulations and requirements of the City, including any public works standards that the City may deem necessary or appropriate for the Project, subject to the limitations of Paragraph 1(B), above.

7. INSPECTION, MAINTENANCE AND REPAIR OF DRAINAGE IMPROVEMENTS:

(A) The Developer shall be responsible for maintaining the Drainage Improvements in accordance with the Improvement Plans. If, at any time during the effective period of this Agreement, the Drainage Improvements are altered by periodic runoff that is diverted within the Drainage Improvements, or are otherwise in need of repair, the Developer shall in a timely manner restore the Drainage Improvements to their original improved state. Maintenance and restoration which may be requested or demanded by the City shall be performed within such *reasonable* time as the City may indicate by written notice. Maintenance of the Drainage Improvements shall continue until terminated in accordance with Paragraph 1(B).

(B) The Developer and its representatives shall visually monitor the Drainage Improvements continually until termination of such obligation in accordance with Paragraph 1(B). The Developer shall be responsible for conducting site inspections at least once every 30 days and after any storm event that produces storm water discharge within the Drainage Improvements. Upon any such inspection that reveals any obvious change to the Drainage Improvements, a written inspection report shall be prepared and forwarded to the City's Department of Public Works for review. In the event of any significant change, the City shall be contacted immediately in order to allow the City the opportunity to conduct its own inspection.

8. **DEFAULT:** In the event the Developer fails to perform any obligation described in Paragraph 7 (hereinafter the "Additional Work") and such failure is not cured within the reasonable time specified for such cure, the City may, at its option, proceed to perform any such work or obligation at the expense of the Developer or pursue its remedies under the performance security that is provided for in Paragraph 9 hereof, or take both of such actions.

9. **PERFORMANCE SECURITY:**

In order to secure the faithful performance of all of the terms, conditions and covenants of this Agreement, the Developer agrees to execute and deliver to the City a performance bond, in the amount of \$50,000.00 which is issued by a surety company that is authorized to transact business within the State of Nevada and is in a form that is approved by the City Attorney. Said performance bond shall name the City as the obligee thereof; shall be in a penal sum that is equal to the above referenced amount and shall be conditioned that the Developer shall perform the Additional Work in a timely manner as described in Paragraph 7, or, in the event of the default of the Developer so to do, that the proceeds of said bond may, at the option of the City and to the extent needed, be used for the payment of the Additional Work upon the City's exercise of its option to complete the same; and shall provide that any application to the surety for the release thereof shall not be granted unless such application is accompanied by a written statement by the City Engineer to the effect that all of the work that is required of the Developer hereunder has been completed in a satisfactory manner, is in full accordance with the terms hereof and has been approved by the City.

10. **DELIVERY:** Upon the Developer's delivery to the City of the performance security that is required in Paragraph 9 and any insurance certificates required pursuant to Paragraph 15, and the acceptance thereof by the City, the City shall, if otherwise warranted, perform all such acts as may be appropriate in order to permit the recordation of the Developer's final map(s) for the Property.

11. **OCCUPANCY OR FINAL INSPECTION:** The City may withhold any certificate of occupancy or final inspection with respect to the Property if and to the extent the Developer is in default of any of its obligations under this Agreement.

12. **PERFORMANCE OF ADDITIONAL AGREEMENTS:** The Developer further agrees that, in addition to its performance of all of the terms, conditions and covenants on its part to be performed under this Agreement, it will faithfully comply with all the conditions that may have been imposed by the Planning Commission,

the City Council, the City's Department of Public Works, or any of them, in order to obtain approval for the final map or to obtain any other development permit or approval.

13. RESPONSIBILITY FOR THE WORKSITE: Subject to the limitations of Paragraph 1(B), the Developer hereby assumes all responsibility for protecting and caring for the work and maintaining the Worksite and all other areas in which any construction work or Additional Work has taken or will take place, in a safe and secure manner from the date of the execution of this Agreement. The responsibilities that are assumed herein by the Developer shall include without limitation the responsibility to keep the Worksite free and clear of dangerous accumulations of rubbish, trash and debris and to install and maintain, in a sufficient number, any necessary barricades, traffic controls, lights, excavation covers and similar protection devices.

14. INDEMNIFICATION:

(A) The Developer hereby agrees to protect, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which the City, its officers, employees or agents, may suffer, or which may be sought against, or are recovered or obtainable from, the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Developer or its contractor, subcontractors, agents or anyone who is or was directly or indirectly employed by, or acting in concert with, the Developer, its contractor, subcontractors or agents in the construction of the Drainage Improvements or the Additional Work associated therewith, subject to the limitations of Paragraph 1(B).

(B) In this connection, the Developer expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Developer has agreed to indemnify the City, its officers, employees and agents. If the Developer fails so to do, the City shall have the right, but not the obligation to defend same and to charge all of the reasonable direct and incidental costs of such defense, including attorneys' fees and court costs, to the Developer, and the City may recover such costs, or such portion thereof as may be available, from the performance security that it holds pursuant to Paragraph 9 above, if such security has not theretofore been exhausted or released.

15. INSURANCE:

(A) The Developer further agrees to secure and maintain, at a minimum and at its sole cost and expense, the following liability insurance coverages with respect to the use, maintenance, and repair of the Drainage Improvements, which coverages shall be maintained throughout the existence of this Agreement:

- (1) Personal injury liability for injury or death to one person:
\$1,000,000.00;
- (2) Personal injury liability for injury or death to any number of persons
with respect to one occurrence: \$3,000,000.00;
- (3) Property damage liability per occurrence:
\$1,000,000.00.

The City shall be named as an additional party insured under all of the liability coverages that are obtained with respect to the Improvements. The coverages that are required herein must be written by a company which is acceptable to the City and which is licensed to do business in the State of Nevada, and each policy with respect thereto shall provide that such coverages may not be canceled or materially altered without providing the City with sixty (60) calendar days' prior written notice of such cancellation or alteration.

(B) The Developer shall submit to the City a certificate of insurance, which evidences the required coverages. Such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer that would exist if separate policies had been written for each the Developer and the City.

(C) In the event that any of the insurance coverages that are required herein is canceled, terminated, reduced or restricted, and the Developer fails to obtain equivalent replacement coverage before such cancellation, termination, reduction or restriction becomes effective, the City may avail itself of any remedy for breach provided herein or at law or in equity.

16. ASSIGNABILITY: Subject to approval by the City through the City Manager, Developer shall have the right to assign the *rights*, duties, covenants, obligations, representations and warranties stated herein or arising here from to a homeowners' association for the Property provided such association has the financial capability to assume such duties and obligations and to provide the performance security required by Section 9 herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to
be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

The "City"

ATTEST:

BARBARA JO RONEMUS , City Clerk

Approved as to form:

Date

ARROYO CANYON HOLDINGS, LLC

By _____
The Developer

2920 N. GREEN VALLEY PKWY, #811
HENDERSON, NEVADA 89014

CERTIFICATE

I, _____, certify that I am a (the) _____ of the limited liability company named as Owner in the foregoing Agreement; that _____, who signed said Agreement on behalf of the Owner was then a (the) _____ of that company; and that he or she was duly authorized to sign said Agreement for and in behalf of that company.

OWNER

(Manager, Agent or Member)

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 20_____, before me personally appeared _____, known or proved to me to be the person who executed the above instrument, who acknowledged that ___he is a (the) _____ of _____, the company named as Owner above, and that ___he executed the foregoing instrument on behalf of said company for the purposes therein stated.

NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE

PLEASE COMPLETE FORM IN BLACK INK.
DO NOT SIGN IN 1-INCH MARGINS

WHEN RECORDED, MAIL TO:

Land Development Services
Department of Public Works
400 E. Stewart Avenue
Las Vegas, Nevada 89101

CITY OF LAS VEGAS				DATE:	
INTER-OFFICE MEMORANDUM				August 12, 2003	
TO: Land Development Services Department of Public Works				FROM: Albert Sung, P.E. Flood Control Project Engineer Department of Public Works	
SUBJECT:		Conceptual Drainage Study for: Arroyo Canyon		COPIES TO: Tetra Tech, Inc.	
Cross Streets:		SWC Tee Pee Lane & Deer Springs Way		Kimball Hill Homes	
FILE NO.:		F:\Depot\DSMEMOS\DS3354B.doc		Bart Anderson, P.E., DevCo	
Parcel Number:		125-19-701-004 & -005			
Zoning Action:		ZON-1834			
FEMA Flood Zone		YES	No	X	
Proposed Storm Drain		YES	X	No	
HISTORY	DATE RECEIVED	DATE REVIEWED	COMMENTS	REVIEW FEES	FEES PAID G.R. #
1 st Submittal	6/4/2003	6/18/2003	Not Approved	\$250.00	105442: \$250
2 nd Submittal	7/25/2003	8/8/2003	See Comments Below	\$250.00	108319: \$250
TOTAL FEES (LDDRS):				\$500.00	----

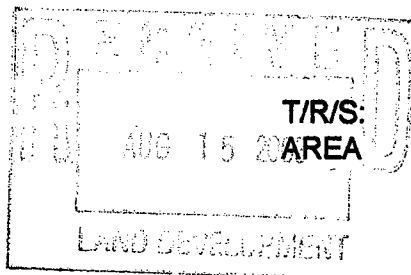
REMARKS:

The Drainage Study for the subject project has been reviewed and:

X	is approved subject to conformance to all City standards and the following conditions.
	must be resubmitted or supplemented including the following:
	Is conditionally approved subject to Clark County Regional Flood Control District concurrence

1. Per previous comment #10, the minimum maintenance bond for the offsite channel to the west is \$50,000.
2. Detail D/DT1 must specify the stem wall as "8"-CMU" solid grout wall. Also, revise all pertinent details of solid grout wall to be "8"-CMU".
3. The northeast corner of Lot 25 appears to have a gap. Close the gap with the proposed floodwall.
4. The public drainage easement in "C.E. 'A'" and "C.E. 'B'" must include the area between the curb line and the adjacent lot line. Revise accordingly.
5. All drainage easements must be "Common Lots" and "Public Drainage Easement to be privately maintained by the Homeowners Association" to be labeled in the grading plan and recorded as such on the final map.

END OF REMARKS
B&H/ays



T/R/S: T19S/R60E/19
G-19

CITY OF LAS VEGAS INTER-OFFICE MEMORANDUM				DATE: June 20, 2003	
TO: Land Development Services Department of Public Works				FROM: Albert Sung, P.E. Flood Control Project Engineer Department of Public Works	
SUBJECT:		Conceptual Drainage Study for: Arroyo Canyon		COPIES TO: Tetra Tech, Inc.	
Cross Streets:		Desert Foothills Drive & Desert Sunrise		Kimball Hill Homes	
FILE NO.:		F:\Depot\DSMEMOS\DS3354A.doc		Bart Anderson, J.E. Co	
Parcel Number:		125-19-701-004 & -005		B&H City of Las Vegas	
Zoning Action:		ZON-1834			
FEMA Flood Zone		YES	No	X	
Proposed Storm Drain		YES	No	X	
HISTORY	DATE RECEIVED	DATE REVIEWED	COMMENTS	REVIEW	FEES PAID
1 st Submittal	6/4/2003	6/18/2003	See Comments Below	\$250.00	105442: \$250
TOTAL FEES (LDDRS):				\$250.00	----

REMARKS:

The Drainage Study for the subject project has been reviewed and:

	is approved subject to conformance to all City standards and the following conditions.
X	must be resubmitted or supplemented including the following:
	Is conditionally approved subject to Clark County Regional Flood Control District concurrence

1. The proposed finish floor elevations of Lot 3 and Lot 25 along Deer Springs Way do not meet the twice-the-depth criterion. Either raise Lot 3 to 94.2FF and Lot 25 to 108.1FF or solid grout the proposed stem wall as shown in detail D/DT1.
2. At the turn from Sitting Bull Street to Crazy Horse Avenue, a proposed grade of 98.00AC goes down to 89.64AC in a mere 50' creating a 16+% steep slope. Review and revise accordingly.
3. Along Bath Drive, raise Lot 12 to 83.76FF and Lot 13 to 86.1FF.
4. Note that there are some top of curb elevations around Lot 1, Lot 17, Lot 32 and Lot 39 that are higher than the proposed finish floor. Either raise the finish floor elevations by six inches above the high points or extend the retaining wall beyond the high point for protection.
5. Label the Q₁₀₀ in "PP1" of Deer Springs Way.
6. Clearly distinguish between the proposed public drainage easement (privately maintained) and the corresponding C.E. "A" or C.E."B" on the grading plan unless C.E. "A" and C.E. "B" are intended as drainage easement also.
7. Provide sections from Yellow Hair Street in the two driveways to Tee Pee Lane detailing both the common element and the driveway. Detail J/DT1 does not represent these two locations. Provide bollards at the entrance of the drainage easement.
8. Provide hydraulic calculations for the flume shown in Detail O. Note that the concrete channel depth must be greater than the Q₁₀₀ depth plus freeboard and entrance losses.

9. Modify sections K/DT1 and M/DT1 to remove the 2% side slope and leave the 3:1 side slope indication which is more appropriate. Solid grout the wall on the lower side a minimum of three courses above the adjacent high grade.
10. Address the patent easement to the west and the intended ultimate improvements. The project proposes to build a temporary drainage facility along the west boundary. Prior to improvement plan approval the developer must complete a maintenance and liability agreement for the interim drainage improvements (off-site channel) and post a minimum maintenance bond of (\$50,000 or another amount set by the drainage study) for the improvements. The engineer must submit an 8.5"X11" exhibit of the facility that adequately shows the location and limits of the drainage facility to Flood Control for approval. Once the drainage study is conditionally approved, the engineer should contact the City's Land Development Section (229-6371) to begin the agreement process.
11. The improvement plans show improvements within a Patent Easement. The engineer must supply the City of Las Vegas ROW section with patent easement documents, legal descriptions and coordinate a Declaration of Utilization with the City of Las Vegas ROW prior to approval of improvement plans.
12. Grade the open space with grades and actual slopes and contours.
13. On Sheet GR show the walls where they exist using the line symbols in the Legend. The wall indications are missing in part along all sides of the development. Indicate the finished floor elevations of all existing lots within 100' of the perimeter of this site.
14. Private streets must be public drainage easements. Provide a note on the grading plans "Note: All private streets are P.U.E., Public Sewer Easements, and Public Drainage Easements to be privately maintained by HOA."
15. All drainage easements must be "Common Lots" and "Public Drainage Easement to be privately maintained by the Homeowners Association" to be labeled in the grading plan and recorded as such on the final map.
16. The engineer must provide a table on the grading plans that shows a quantity estimate of all private flood control improvements such as solid grouted stem wall, protection berm and/or riprap. The private flood control improvements must be bonded and inspected.

END OF REMARKS
B&H

T/R/S: T19S/R60E/19
AREA G-19

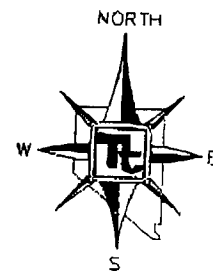
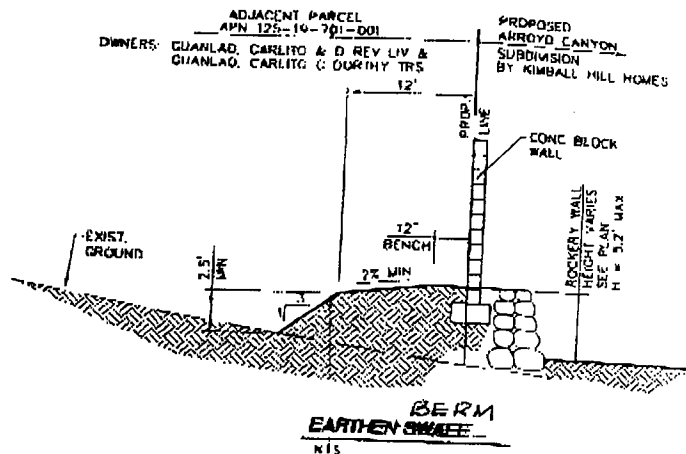
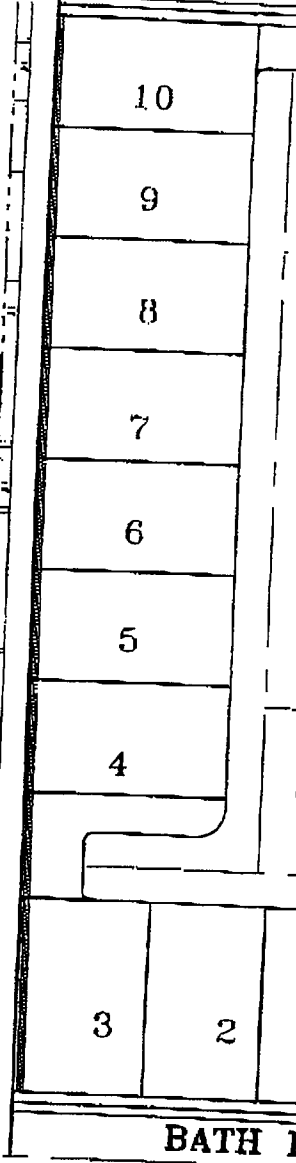
APN: 125-19-601-00B

ZONE: U
OWNER: TRAN NHU THI
MASTER PLANNED: R

DEER SPRINGS WAY

APN: 125-19-701-001
ZONE: U
OWNER: GUANLAO CARLITO C & D REV LIV TR &
GUANLAO CARLITO C DORTHY TRS
MASTER PLANNED: R

B & R M
EARTHEN SWALE



SCALE 1"=100'

BASIS OF BEARINGS

NORTH 89°37'43" WEST BEING THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT MAP IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA IN FILE 107 OF SURVEYS, AT PAGE 31.

BENCHMARK

RIVET AND PLATE IN CONCRETE CYLINDER NW CORNER OF DEER SPRINGS AND RILEY.
#BLV9020E6 775.1977 METERS/2543.29 FEET

DRAINAGE STUDY NO. DS3354A



TETRA TECH, INC.

INFRASTRUCTURE SOUTHWEST GROUP
401 N. Buffalo Dr. Suite 100, Las Vegas, Nevada 89125 (702) 242-4200

**SWALE EXHIBIT
ARROYO CANYON**

CITY OF LAS VEGAS

TO: DANIELLE @ LENNAR

FROM: ADELLE WRIGHT

DATE: MARCH 6, 2006

RE: MAINTENANCE AGREEMENT ARROYO CANYON

Danielle,

Please note that the attached performance bond is specifically for a DRAINAGE IMPROVEMENTS MAINTENANCE AGREEMENT (see paragraph 3 on the bond form). The bond company will need to complete the attached form for this agreement.

Adelle