

APN: 176-08-715-064
176-08-695-001

WHEN RECORDED, RETURN TO:
Clark County Department of Public Works
Attention: Denis Cederburg, Director
500 South Grand Central Parkway, Suite 2066
Las Vegas, Nevada 89155-4000

ASSIGNMENT OF THE REVOCABLE LICENSE AND MAINTENANCE AGREEMENT

This ASSIGNMENT OF THE REVOCABLE LICENSE AND MAINTENANCE AGREEMENT (this "Assignment") is made and entered into this 11th day of ~~July~~ June, 2021 ("Effective Date"), by and between CENTURY COMMUNITIES OF NEVADA, LLC, a Delaware limited liability company ("Assignor"); RHODES RANCH ASSOCIATION, INC., a Nevada non-profit corporation ("Assignee"); and the COUNTY OF CLARK, a political subdivision of the State of Nevada (the "County"). Each of the above is a "Party" and collectively are "Parties" to this Agreement.

RECITALS

A. The County of Clark and Assignor's predecessor in interest, RHODES RANCH LIMITED PARTNERSHIP ("Rhodes"), entered into a Revocable License and Maintenance Agreement dated October 22, 2014, recorded in the Clark County Recorder's Office as Book 20141023 and instrument no. 0001670, (the "License Agreement") for the purpose of allowing the construction and maintenance of Non-Standard Improvements consisting of landscaping over and within the County's right of way;

B. Assignor succeeded to all of the rights and interests of Rhodes in the master-planned community known as "Rhodes Ranch," including, without limitation, Rhodes' rights and obligations under the License Agreement;

C. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept from Assignor, Assignor's rights and obligations under the License Agreement arising from and after the Effective Date of this Assignment.

Now, therefore, in consideration of the several and mutual promises, agreements, covenants, understandings, undertakings, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties further covenant and agree as follows:

AGREEMENT

1. The parties agree that the Recitals are true and correct and by this reference incorporated herein as if fully set forth.

2. As of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee hereby assumes and accepts, all of Assignor's rights and obligations under the License Agreement arising from and after the Effective Date.

3. Assignee agrees to be bound by, and subject to, the terms of the entire License Agreement and comply fully with each and every term, restriction, duty and obligation of Assignor pursuant to the License Agreement, including but not limited to the insurance, indemnity, revocation and cash deposit provisions of the License Agreement.

4. Assignee hereby agrees to provide the County with certificates of insurance, as required by the License Agreement, at the time Assignee executes this Assignment.

5. Assignor hereby agrees that the cash deposit required in the License Agreement will remain with the County and will continue to be utilized by the County pursuant to the terms of the License Agreement. Upon completion of the License Agreement or termination or revocation of the License Agreement, any unused funds, if any, comprising the cash deposit will be returned to Assignee pursuant to the terms and conditions of the License Agreement.

6. Assignee hereby agrees that it will be responsible for all liabilities, terms, obligations, commitments, indemnities and duties of Assignor under the License Agreement from and after the Effective Date.

7. Assignee hereby agrees to indemnify, defend and hold harmless the County from and against any liability, claims, demands, causes of action, injuries, attorney's fees, costs arising out of or related to this Assignment.

8. Assignee and Assignor hereby agree that they will be jointly and severally responsible for all liabilities, terms, obligations, commitments, indemnities and duties under the License Agreement and Assignment that pre-date the Effective Date.

9. This Assignment will be recorded in the office of the County Recorder for the County and all of the terms, covenants, conditions, and provisions herein are expressly for the benefit of, and binding upon, the parties hereto, and the respective heirs, successors, successors in interest and assigns, successor purchasers, or anyone claiming under them as owners, of the land described in Exhibit "A" of the original License Agreement.

10. This Assignment shall be construed in accordance with and governed by the laws of the State of Nevada.

11. This Assignment may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. The illegality or invalidity of any provision of this Assignment will not affect the validity of the remainder of this Assignment.

13. No amendment or modification of this Assignment shall be deemed effective unless and until it is an express writing executed by both Assignor and Assignee. This Assignment constitutes the entire agreement between the parties and will not be modified unless in writing and signed by all parties.

14. No term or provision of this Assignment is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

CLARK COUNTY, NEVADA

Marilyn Kirkpatrick, Chairperson
Board of County Commissioners

ATTEST:

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM:

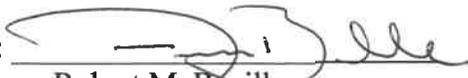


Laura C. Rehfeldt
Deputy District Attorney

Signature Page for the Assignment of the Revocable License and Maintenance Agreement

ASSIGNOR:

Century Communities of Nevada, LLC,
a Delaware limited liability company

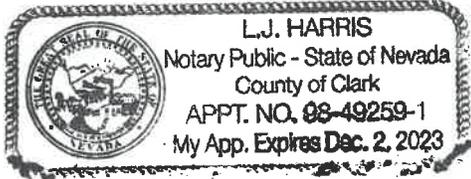
By: 
Name: Robert M. Beville
Its: Vice President

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 28 day of April, 2021, before me the undersigned, a Notary Public, in for said County and State, personally appeared Robert M. Beville of Century Communities of Nevada, LLC, a Delaware limited liability company who acknowledged to me that he/she executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.


NOTARY PUBLIC
in and for said County and State



Signature Page for the Assignment of the Revocable License and Maintenance Agreement

ASSIGNEE:

Rhodes Ranch Association, Inc.,
a Nevada non-profit corporation

By: Johnny Underwood
Its President

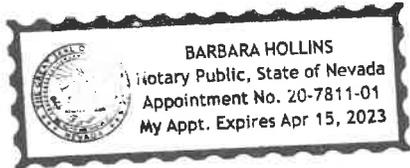
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 11 day of ~~April~~ ^{June}, 2021, before me the undersigned, a Notary Public, in for said County and State, personally appeared Johnny Underwood of Rhodes Ranch Association, Inc., a Nevada non-profit corporation who acknowledged to me that he/she executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

Barbara Hollins
NOTARY PUBLIC

in and for said County and State



**ATTACHING TO AND FORMING PART OF POLICY NUMBER
ISSUED TO:
Endorsement No. 22**

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR
POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY INSURANCE ENDORSEMENT

Where you are named as an additional Insured on the policy(ies) of others, this insurance shall only apply in excess of and shall not be contributory with other said policy(ies).

Notwithstanding the above or any other clauses contained within this insurance where required by written contract this insurance shall be primary to any other valid and collectable insurance.

