

**AMENDED AGREEMENT BETWEEN MOUNTAIN'S EDGE MASTER
ASSOCIATION AND CLARK COUNTY REGARDING ADDING IMPROVEMENTS
AND/ OR AMENITIES TO EXISTING PARKS WITHIN THE MOUNTAIN'S EDGE
COMMUNITY**

This Amended Agreement ("MEMA Agreement") is entered into as of _____, 2024 (the "Effective Date") by and between Clark County (the "County") and Mountain's Edge Master Association ("MEMA" or the "Association") a Nevada non-profit cooperative corporation (collectively, the "Parties").

RECITAL OF PURPOSE

The Parties are entering into this MEMA Agreement for the purpose of fulfilling the purpose and objective of the Third Amended Development Agreement between Clark County and Mountains Edge, LLC, (the "Developer") (the "Development Agreement"), with respect to enhancing parks within Mountain's Edge. Specifically, Section 4.02(B)(3)(b)(v) of the Third Amended Development Agreement contemplated the construction of Helen Stewart Park (Park 228), a 10-acre park to be located within and for the benefit of MEMA, once the Residential Construction Tax Fund ("RCT Fund"), derived from residential construction taxes collected from building permits issued for residential construction within MEMA, reached the threshold amount of \$1.6 million (following the construction of Paiute Park (Park 125)). The Development Agreement further provided that Helen Stewart Park could be built in phases in a manner agreeable to Clark County if insufficient funds were generated to reach the threshold amount. After consulting Clark County staff and the Developer, it became apparent that the \$1.6 million-dollar threshold to trigger planning and construction of Helen Stewart Park under the Development Agreement would not be reached due to the limited scope of development remaining within MEMA.

In light of the foregoing, MEMA approached Clark County with an alternative proposal that will enable MEMA to utilize money contributed by the original developer and maintained by County in the ME Park Account to add improvements and/or amenities to existing parks within Mountain's Edge ("Existing Parks") and thereby satisfy the purpose of the Third Amended

Development Agreement. Thus, MEMA and Clark County hereby enter into this MEMA Agreement concerning utilization of the funds in the ME Park Account for park improvements/amenities in connection with Existing Parks within Mountain's Edge.

MUTUAL UNDERSTANDING

1. Clark County has established and maintained a separate revenue account (the "ME Park Account") totaling approximately \$1.35 million. Beginning on the Effective Date, MEMA shall have the exclusive right to request the use of funds available in the ME Park Account for construction and/or installation of improvements and/ or amenities to Existing Parks in accordance with the terms below. The County may, at its discretion, contribute additional funds from the County's general Park District Fund into the ME Park Account; provided, however, that with respect to the additional funds only, MEMA shall be obligated to pay the prevailing wage(s) required pursuant to NRS Chapter 338 for park improvements or amenities, including the construction and/or installation thereof.

2. MEMA shall conduct a survey of its members and residents at MEMA's own cost and expense, regarding the proposed type and location of improvements or amenities in existing parks. MEMA will advise the Commissioner's Office, District F, of the survey results and consult with the Commissioner's Office in formulating a plan for the construction and installation of the proposed improvements and/or amenities. Subsequently, after considering the survey results and the Commissioner's recommendations, MEMA shall present its formulated plan at a general meeting of MEMA members regarding the type and location of improvements and/ or amenities within Existing Parks.

3. MEMA shall cause the preparation of proposed park improvement/ amenity Plans (hereinafter "Plans"), cost estimate and a construction or installation timetable, and may use funds from the ME Park Account for these planning purposes subject to the limitations set forth in Section 11 below. The Plans shall conform to the County standards for park improvements, equipment and materials. The cost estimate shall be based on reasonable estimates of the market rate and shall include a twenty percent contingency in the event the actual cost to complete ultimately exceeds initial expectations.

4. Before commencing any work, MEMA shall submit detailed plans to the Director of Real Property Management (“Director”). Approval or denial of the Plans, including the type and location of improvements or amenities to be constructed or installed, are within the sole discretion of the Director. No work shall commence until and unless Plans are approved by the Director or her designee; provided, however, that the Director shall respond to MEMA’s plans and/or proposals in a reasonably timely manner. Such approval is separate from and does take the place of any approval issued or required by any Clark County agency or department that would otherwise be required of a similar development project undertaken by a private property owner outside of the provisions of this Agreement, under its general governmental authority.

5. MEMA shall apply for and obtain all required approvals, permits, and inspections for constructing/ installing the improvements and amenities, including approval of a design review application by the County, and plan of development approval by the Bureau of Land Management, if required.

a) If required, MEMA shall design and prepare plans for design review application purposes, including a description and site plan of the type and location of improvements and/or amenities, and may use funds set aside in the ME Park Account for this specific purpose, subject to the limitations set forth in Section 11 below. The design review application may be heard before the Enterprise Town Advisory Board and/or the Clark County Planning Commission for recommendation. The final decision on the Design Review Application, however, shall be made in a reasonably timely manner by the Board of County Commissioners (“BCC”). MEMA shall be responsible for providing representation at each meeting or hearing at which the design review application is heard.

b) If the project is located on land leased to the County by the Bureau of Land Management (BLM) or otherwise on land patented to the County by the BLM, MEMA understands that a plan of development may need to be submitted to BLM and prior approval obtained for the new improvements. MEMA shall coordinate with County to determine if such plan of development update is needed and shall provide, at the direction of County, any materials or documents necessary to process a plan of development update.

6. Upon approval from the County of the proposed Plans, cost estimate and construction or installation timetable, MEMA shall arrange for the construction or installation and payment of costs to construct or install the improvements or amenities. MEMA agrees to construct the improvements/ amenities according to the structural engineering calculations, drawings, specifications, and details as

shown on the approved Plans. MEMA agrees to provide the evaluation of drawings and design, consultation, inspection, construction oversight, coordination and supervision of the any contractors/sub-contractors as necessary to complete construction/ installation according to all applicable state and local codes, law and regulations.

7. In addition to planning costs, as further articulated in Section 11 below, the County shall reimburse MEMA only for the labor, material and consultant costs incurred in constructing and installing the approved improvements and/or amenities. The Parties acknowledge that this Agreement does not require Clark County to pay for any services, material or labor for construction/ installation of the improvements or amenities out of a fund or account other than the ME Park Account. MEMA shall submit invoices to the Director of Real Property Management. Upon receipt of the respective invoice(s), the County shall make the reimbursement payment to MEMA, or inform MEMA in writing why it does not concur with the invoice(s), within thirty (30) days.

8. MEMA shall also keep County informed of the status by providing monthly updates to the Commissioner's Office, District F, regarding the progress of construction or installation of park improvements and amenities. County shall not be obligated to reimburse MEMA for any invoice that causes the total aggregate costs incurred by MEMA to exceed the approximate \$1.35 million in funds in the ME Park Account described in Section 1 above.

9. MEMA shall notify the Director prior to commencement of construction/ installation and shall work with the Director and the Department of Parks and Recreation in scheduling construction times in order to avoid interference with use of the park by patrons. During construction/ installation, MEMA shall minimize the interference with use of the remainder of the park by patrons and shall take all reasonable precautions to ensure the safety of patrons of the park and all persons. Once construction has commenced, MEMA shall diligently pursue construction/ installation to completion.

10. MEMA shall keep and maintain the improvements and amenities in good order, condition and repair (including any such replacement and restoration required for that purpose at Director's sole discretion) and shall provide all reasonable precautions for the safety and protection of patrons,

persons and property. Once construction/ installation has been completed, MEMA will continue to monitor the improvements/ amenities for any needed repairs and complete those repairs within three (3) days of notification by phone or certified letter from Clark County, to repair the area to assure the improvements/ amenities are safe for users or groups. Any repairs or general maintenance completed as contemplated in this Section 10 shall not be subject to reimbursement from the County and shall be completed at MEMA's own cost and expense, as is consistent with existing maintenance agreements between the Parties. Upon completion of each improvement or amenity, MEMA will provide County with a copy of all manuals, warranties, Material Safety Data Sheets (MSDS) and as-built drawings/ plans for the improvements and amenities within thirty (30) days of completion or installation of the improvement or amenity.

11. MEMA may use up to but no more than ten percent (10%) of the total funds deposited in the ME Park Account to pay for the cost incurred by MEMA to design and prepare plans for the design review application process contemplated herein, and for preparing park improvement/ amenity plans, cost estimates and a construction timetable and other related costs in preparation for the actual construction/ installation of the improvements and amenities.

12. From the commencement of the construction or installation until construction or installation of the improvement or amenity is completed and accepted by Clark County, MEMA shall maintain insurance coverage as follows:

- a) Commercial General Liability insurance and Commercial Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability. The Commercial General Liability insurance policies shall name Clark County, its commission members, officers, and employees as additional insureds for any covered liability arising out of such party's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-

made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until Clark County has received at least thirty (30) days' advance written notice of such cancellation or change. MEMA shall be responsible for notifying Clark County of such change or cancellation. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed twenty-five thousand dollars (\$25,000).

b) Workers compensation insurance in the State of Nevada, in accordance with NRS Chapters 616A-616D, inclusive; provided, however, a party that is a sole proprietor shall be required to submit an affidavit in a form provided by Clark County indicating that the party has elected not to be included in the coverage under Chapters 616A-616D, inclusive, and is otherwise in compliance with those provisions.

c) If MEMA subcontracts for the work described, then MEMA shall be responsible for ensuring that MEMA's subcontractor carries these required insurances.

13. MEMA shall indemnify and hold Clark County harmless from any and all claims, demands, causes of action, judgments, liabilities, losses, costs, expenses (including attorneys' fees), liens, charges and encumbrances of any kind whatsoever in connection with, arising out of or by reason of the construction, installation and use of an improvement or amenity in any way connected with the Agreement.

GENERAL PROVISIONS

1. **Other Projects.** The rights and obligations of the Parties under this Agreement shall not be affected by any interim, unrelated projects planned and developed by MEMA using private funding, assessments, or other sources that do not implicate or exhaust the ME Park Account. Nothing herein is intended to exempt MEMA, its contractors or subcontractors from review, approval, and oversight by any required Clark County agency that would otherwise be required of a similar development project undertaken by a private property owner outside of the provisions of this Agreement

2. **Prior Agreements and Amendments.** This MEMA Agreement contains all of the

agreements and understanding of the Parties with respect to any matter covered or mentioned in this Agreement, and no other agreements or understandings, including prior agreements and memorandums of understandings between the Parties, shall be effective for any purpose. No provision of this Agreement may be amended or added except by a written amendment signed by both Parties. For the avoidance of uncertainty, this MEMA Agreement supersedes and controls over any prior agreements entered into between the parties relating to the subject matter of this MEMA Agreement, which prior agreements are hereby null and void.

3. **Notice.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to the County:

Clark County Real Property Management
Attention: Director of Real Property Management,
500 S Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155-1744
Phone: (702) 455-4314

If to the MEMA:

Mountains Edge Master Association
Attention: Community Manager
8015 S. Blue Diamond, Suite 120
Las Vegas, NV 89178
Phone: (702) 457-6362
Fax: (702) 253-7739

4. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute

a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5. **Choice of Law/Venue.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof.

6. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

7. **Relationship of the Parties.** Nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form or business organization between the Parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

8. **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9. **No Attorneys Fees or Costs.** In the event that any Party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed

or prosecuted to final judgment, the prevailing party shall not be entitled to its reasonable attorneys' fees and court costs incurred, in addition to any other damages or relief forwarded.

10. **Counterparts; Electronic Delivery.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

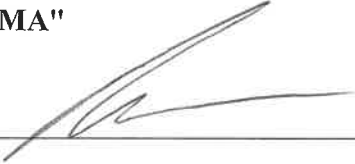
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Date shown below.

CLARK COUNTY "County"

By: _____
Tick Segerblom
Chair, Board of County Commissioners

Date: _____

**MOUNTAINS EDGE MASTER ASSOCIATION
"MEMA"**

By: _____


Printed Name: MARK LEVAN

Title: PRESIDENT

Date of Execution by HOA: September 25, 2024