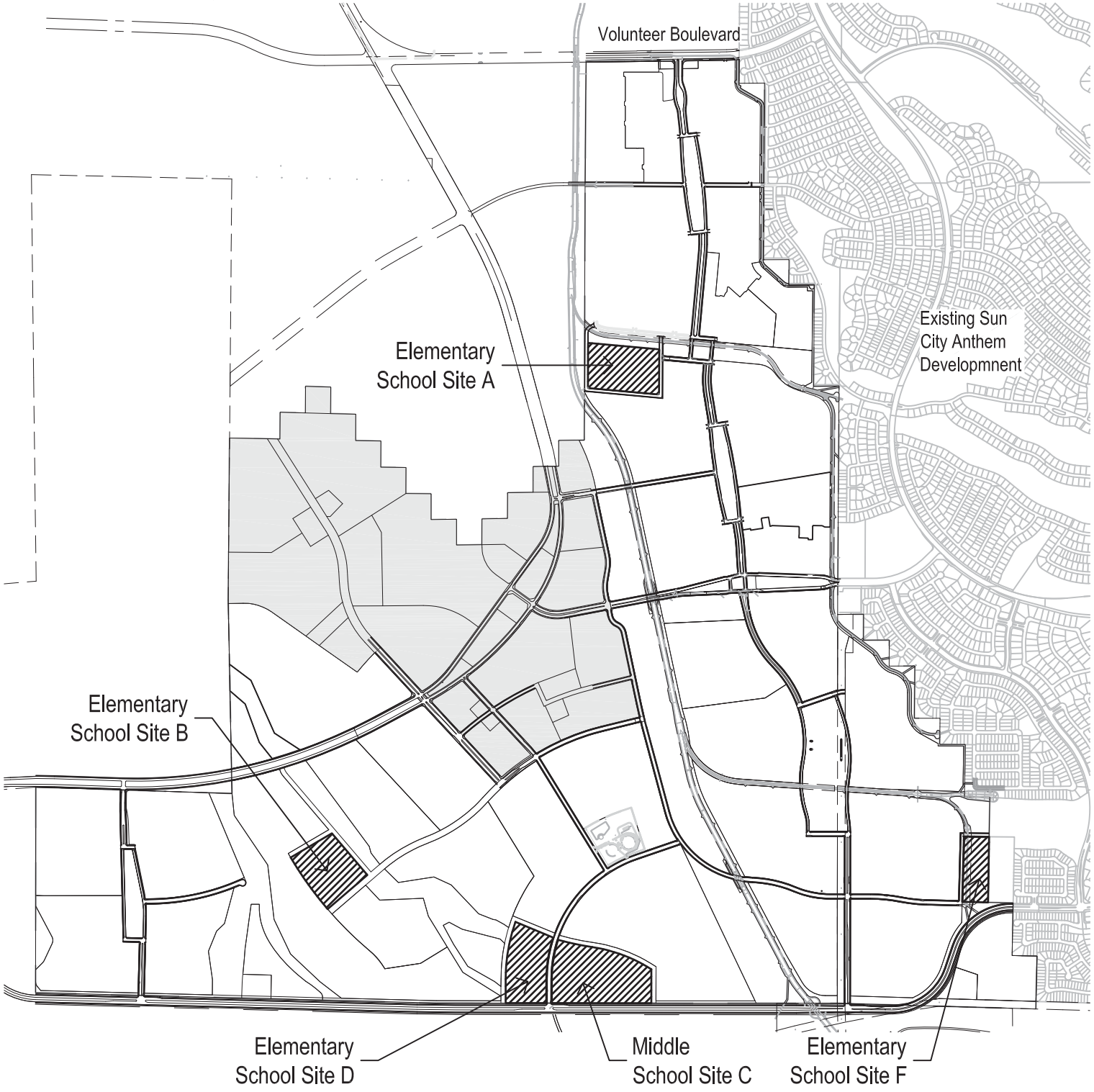
Exhibit J
School Sites.

AMENDED & RESTATED DEVELOPMENT AGREEMENT

EXHIBIT "J": SCHOOL SITES **DATE: JULY 25, 2013**

School Sites		62.65 ac.
A	Elementary School	12.49 ac.
B	Elementary School	11.88 ac.
C	Middle School	20.00 ac.
D	Elementary School	11.76 ac.
F	Elementary School	6.52 ac.



Memorandum of Understanding
Between the
City of Henderson and the
Clark County School District

This Memorandum of Understanding ("MOU") is made and entered into by the City of Henderson, a municipal corporation of the State of Nevada ("City"), and the Clark County School District, a political subdivision of the State of Nevada ("District").

WHEREAS:

A. There exists within and contiguous to the western boundary of City 6,000+/- acres of public land owned by the United States of America and managed by the Department of the Interior, Bureau of Land Management ("BLM"). Those 6,000+/- acres are commonly referred to as, and will be referred to in this MOU as, "West Henderson" or the "6,000 Acres".

B. In accordance with the provisions of the Federal Land Policy and Management Act of 1976, the Southern Nevada Public Land Management Act of 1998 ("SNPLMA"), the Clark County Conservation of Public Land and Natural Resources Act of 2002, and all other applicable federal and state legislation, and in accordance with applicable federal regulations, the 6,000 Acres are to be sold by BLM at public auction.

C. In anticipation of the BLM sale of West Henderson, City has adopted the West Henderson and Section 34 Land Use and Transportation Plan ("West Henderson Plan"), intended to serve as the guide for the eventual development of West Henderson as sold to bidders.

D. The District is responsible for providing the primary and secondary education of all school age children within Clark County. The West Henderson Plan demonstrates that residential development will occur upon sale of West Henderson and will, therefore, require additional schools for the District to provide the necessary education to the residents of West Henderson.

E. By and through the Recreation and Public Purposes Act, as amended, 43 U.S.C. 869, et seq. ("RPP Act"), the District is able to obtain from BLM public lands for use as school sites at no cost, or minimal cost, to the District.

F. City and District acknowledge that proper planning of West Henderson by the City and the ultimate high bidder requires flexibility in school site locations, but it is also in the public interest that the District not be exposed to costs as a result of the auction sale of West Henderson that it would not be exposed to if it utilized the RPP Act.

G. City and District acknowledge that the sale of the 6,000 Acres will take place over a long course of time through more than one auction and that this MOU is necessary so that City and District can work together in all upcoming auctions of West Henderson to insure that West Henderson is properly planned and that the District is provided with appropriate school sites.

NOW, THEREFORE, it is agreed as follows:

I. The purpose of this MOU is to provide for the proper development of West Henderson as it is sold by the BLM through the auction process as a community consistent with the standards of City and of the District. In that regard, the parties acknowledge that:

A. City is responsible to, and is best equipped to, plan and oversee the development of West Henderson;

B. District is responsible for, and is best suited for, determining the educational needs of the future residents of West Henderson and the educational standards applicable for public elementary, middle and high school sites in West Henderson;

C. District, in utilizing the RPP Act, avoids land acquisition costs;

D. District, in utilizing the RPP Act, selects sites that, if developed for schools, minimize its site preparation costs and offsite development costs, but if not used for schools, create development obstacles for the local jurisdiction, BLM and the master developer;

E. Only by working together can City and District assure proper planning for West Henderson to promote a high quality of life with proper primary and secondary educational facilities that eliminate site acquisition costs to District and minimize site preparation and offsite development costs to District; and

F. Working together through this MOU will best serve the future residents of West Henderson, the interests of City, and the interests of District.

II. Each party has specific responsibilities unique to itself and to be decided by itself without the consent of the other. Each party, however, shall consider the input of the other party when making its decisions in areas of its individual responsibility. The areas of individual responsibility are as follows:

A. As to City, City shall have the following areas of individual responsibility:

1. The comprehensive planning of West Henderson.
2. The zoning of the various parcels within West Henderson.
3. The identification of parcels within the 6,000 Acres to be sold at individual auctions by BLM, acting in concert with BLM.
4. The selection of dates for auctions by BLM, acting in concert with BLM.

B. District shall have the following areas of individual responsibility:

1. Identifying the number of acres necessary for a school site for its various types of schools.
2. Projecting the number of primary and secondary students to be expected from planned residential densities.
3. Identifying the types of schools and the number of each type needed based upon the District's school-age population projections.

III. Acting together the parties shall:

A. Prior to any sale of any portion of the 6,000 Acres, agree upon criteria for determining an appropriate site for location of a school. These criteria will be different depending on whether the proposed site is for an elementary school, middle school or high school. In determining the site criteria, the parties agree to act together in a reasonable manner considering the implications of the proposed site on construction costs to the District, costs to the developer, and impacts on the West Henderson Plan and City's obligations to provide services. Both parties agree that school site selection criteria needs to be flexible and not rigid to assure that the community obtains well-sited schools that minimize unnecessary costs both to the District and the developer and that do not impose unnecessary negative impacts on the City or the District.

B. In identifying school site criteria, the parties will consider:

1. Topography.
2. Access.
3. Sewer location.
4. Potable water lines.
5. Fire and police protection.
6. Drainage and storm drains.
7. Dry utilities and the proximity to overhead power lines.
8. Soil compatibility and other geotechnical information.
9. Flood zones.
10. Airport environs.
11. Proposed surrounding uses.
12. Traffic impacts and safety impacts.

C. In developing school site criteria, the following principles shall be applied:

1. Elimination of site acquisition costs for the District.
2. Assuring that District site preparation costs and offsite development costs are not greater than they would have been had the District chosen a site through the RPP Act process.

3. That the site be accessible from all four sides by a public roadway whenever possible.
4. That the site not have any abutting residential use planned wherever possible, however, residential use across a dedicated street would be permissible.

IV. The principles of this MOU will be enacted as follows:

A. District acknowledges that BLM will consider any RPP Act application as subject to joint selection under SNPLMA and that for so long as this MOU is in effect, City will object to any joint selection approval of any RPP Act application by District within West Henderson.

B. District may make application for RPP Act property within West Henderson, but upon identification of a parcel of West Henderson to be auctioned by BLM for publication in the Notice Of Realty Action ("NORA"), District agrees to withdraw any RPP Act applications, provided this MOU is still in effect and a Supplemental MOU entered into for a particular auction is still in effect.

C. For each individual auction of a portion of West Henderson, the parties will enter into a Supplemental MOU, supplementing this MOU as to any specifics of a particular parcel to be auctioned that need to be specifically referenced. Specifically, a Supplemental MOU will identify the types of schools and the numbers of each type of school along with their associated acreage, to be included within an auctioned parcel.

D. The requisite school sites identified in the Supplemental MOU will be required to be conveyed by the highest bidder to the District.

E. The highest bidder will need to enter into a development agreement and/or master plan for the auctioned parcel prior to receiving any entitlements to the property. In addition, the conveyance agreement will prohibit any assignment of any portion of the auctioned parcel to any person other than the highest bidder so as to assure City that it will be dealing with only one developer under a development agreement or master plan.

F. The development agreement and/or master plan will not be approved by City unless District and City have agreed on the location of the school sites and the developer has agreed to provide such.

G. It is anticipated that conveyance of title to the school sites to the District will occur as a condition of approval of the development agreement and/or master plan.

V. Miscellaneous:

A. To assure the proper functioning of this MOU, each party shall appoint a liaison to the other to be responsible for matters concerning this MOU. City's liaison will be the

City Manager or his designee. District's liaison will be the Director of the Demographics, Zoning and Realty Department or his designee.

B. Amendments and Supplements to this MOU may be proposed by either party and shall become effective only upon written approval of the parties.

C. This MOU, any amendments or supplements to this MOU, shall only be deemed approved when approved by the Board of Trustees of District and the City Council of City.

D. This MOU shall become effective as soon as signed by the parties hereto and shall continue in effect until canceled.

VI. Cancellation:

This MOU may be canceled by District only by action of the District's Board of Trustees at a public meeting properly noticed and with special written notice having previously been sent to City not less than thirty (30) days in advance of such Board meeting. This MOU may be canceled by City only by action of the City Council of City at a public meeting properly noticed and with special written notice having previously been sent to District not less than thirty (30) days in advance of such City Council meeting. Anything to the contrary notwithstanding, City may not exercise its right to cancel under this Paragraph VI until District has received title to any property as set forth in a Supplemental MOU. At such time as District has received title to all property to which it was to receive title pursuant to a Supplement MOU or Supplemental MOUs, then City shall have the right to cancel pursuant to this Paragraph VI.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this document between the City of Henderson and the Clark County School District, on the 24th day of June, 2004.

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES:

By: _____
Susan C. Brager-Wellman, President

ATTEST:

By: _____
Mary Beth Scow, Clerk

APPROVED AS TO FORM:

By: _____ 5/26/04
C. W. Hoffman, Jr., General Counsel

CITY OF HENDERSON:

By: _____
James B. Gibson, Mayor

ATTEST:

By: _____
Monica M. Simmons, CMC
City Clerk, City of Henderson

COUNCIL ACTION
APR 6 2004

APPROVED AS TO FORM:

By: _____
Shauna M Hughes
City Attorney
City of Henderson

West Henderson Public School Siting and Permitting Criteria			
Requirement	Elementary School	Middle/Jr High School	High School
Usable sites All sites specified herein represent net areas exclusive of required street dedications abutting the site	12.5 acres (proportionally, the area shall approximate 660 ft. x 825 ft.). Additional site acreage may be required where scarps are needed to create usable area or where street patterns or site configurations limit suitable on-site student pick-ups by buses or private vehicles.	20.0 acres (proportionally, the area shall approximate 660 ft. x 1320 ft.). Additional site acreage may be required where scarps are needed to create usable area or street patterns or site configurations limit suitable on-site student pick-ups by buses or private vehicles.	45.0 acres (proportionally, the area shall approximate 1320 ft. x 1485 ft.). Additional site acreage may be required where scarps are needed to create usable area.
Topographic slope conditions	The "usable sites" defined above are the minimum areas to which this topographic slope restriction applies. Each usable site should have a uniform slope averaging 2% or less in each direction. Where slopes exceeds 2%, the grading/import/export requirements necessary to make the site suitable for school operations and the schedule for grading must be identified prior to final selection of the site for a school. District must approve the topography of all proposed sites.		
Overhead power lines	Unless otherwise approved by the school district, no overhead power lines shall cross or be located within 300 feet of a school site.		
Geotechnical	Unless otherwise approved by school district, all proposed sites shall be free of known faults and fissures. The soils shall be relatively free of caliche, particularly hard caliche layers or bedrock near the surface that would cause excessive construction costs. Any abnormal conditions such as high salinity, expansive or collapsible soil, shall be disclosed to school district prior to acceptance of the site. A geotechnical study prepared by a licensed geotechnical engineer shall be provided to the school district for review prior to final selection of any site for school purposes.		
Zoning, use permits, variances, construction & other permits	Master planning for West Henderson Phase 1 shall include consultation with the school district for the purposes of identifying schools sites and impacts to student yields. Upon approval of a master plan for West Henderson Phase 1, the City shall amend the City's zoning map by adding public use zoning to designated public school sites. It shall thereafter be the responsibility of the school district to apply for and obtain use permits, variances, and all other required discretionary and construction approvals prior to constructing and operating a public school.		

Airport environs	Unless otherwise approved by school district, school sites will not be located in airport environs. If a site in an Airport Environs Overlay (AE) Zone is approved by the school district, construction may require noise attenuation per Henderson Municipal Code. Sites proposed for schools that lie wholly or partially within an AE Zone must be identified and assessed to determine any additional construction requirements prior to acceptance of the site.
Easements	No public or private easement (except avigation easement) that is not for the exclusive use of the school facility shall be granted over a school site by a developer without prior approval by the City and school district
Flood control	No site shall be accepted that is within a designated 100-year Flood Zone A unless all necessary mitigation measures are taken to remove the site from the flood zone. All expenses related to removing / mitigating a flood condition shall be the responsibility of the developer. School sites shall not be located next to or in close proximity to an open flood control channel. If there is an open channel nearby, it shall be fenced by the developer to restrict access in accordance with the Regional Flood Control Manual.
Storm drains	Storm drains, when required as part of the development, shall include a stub-out connection at the low point of the school site. The size and location shall be specified by the City Flood Control Administrator in accordance with the approved drainage plan. Public storm drain facilities and engineered surface drainage from off-site contributors shall not cross a school site unless approved by the school district.
Public roadway access	Developer shall dedicate and improve the developer's half-street right-of-way for each required street surrounding each school site. Developer may dedicate the right-of-way, prior to conveyance of the site, and improve district's half-street right-of-way for each required street surrounding each school site. Any remaining undedicated rights-of-way surrounding school sites shall be dedicated to the City immediately upon transfer of each school site to the school district. Approved primary and secondary paved roadway and pedestrian access suitable for fire/emergency response, school buses, parents driving students, daily neighborhood traffic, and students walking to school shall be provided by the master developer from the nearest collector street or arterial road to each school site prior to each school's scheduled opening for classes.
Water	Developer shall construct, at no cost to the district, dual-source public water lines in adjacent streets as approved by the City Public Works and Fire Departments. Facilities shall be sized appropriately to meet established minimum requirements. Unless otherwise approved by the school district, water lines serving users other than the school shall not cross the site.

Water stub-outs for fire protection	Developer shall construct all stub-outs, at no cost to the district, required for school fire protection systems to a point inside the school site at locations approved by the City of Henderson and the school district. Stub-outs shall be suitable for connection to double-detector-check assemblies. In the event a stub-out location is altered cost of relocation shall be borne by the school district. It the stub-out is not required it shall be removed and the cost of removal shall be borne by the school district.
Water stub-outs for school building	Developer shall construct at no cost to the district, one minimum-two-inch stub-out at each school site, including meter box, meter spacer and tailpiece per City code. The location is to be specified by the City of Henderson and the school district. In the event a stub-out location is altered the cost of relocation shall be borne by the school district. It the stub-out is not required it shall be removed and the cost of removal shall be borne by the school district.
Water laterals for onsite irrigation	Developer shall construct at no cost to the district, one six-inch lateral at each school site, including meter vault, meter spacer and tailpiece per City code. The location is to be specified by the school district. In the event a lateral location is altered cost of relocation shall be borne by the school district. It the lateral is not required it shall be removed and the cost of removal shall be borne by the school district.
Sanitary sewer	Developer shall construct at no cost to the district, public sanitary sewer to the serviceable (gravity flow) side of the site. Offsite infrastructure shall be sized with enough capacity to accommodate projected wastewater flows from all surrounding developments, including proposed school site. Sites requiring permanent lift stations are not acceptable. Where a temporary lift station is approved by the City and school district the developer shall be responsible for all costs of installation, operation, removal and restoration of the pump site for school use.
Dry utilities (power gas, telephone, cable TV)	Developer shall extend or provide for at no cost to the district, the extension of all dry utilities to each site prior to construction of each school. Dry utilities shall be of sufficient capacity for each designated school. Developer shall be responsible to ensure laterals for natural gas are stubbed to each school site. Developer shall provide utility boxes, conduit and cable for cable TV and telephone service to the school site. Developer shall be responsible to ensure provision of power transformers, conduit and cable to the site sufficient for each school facility

WEST HENDERSON
CCSD MOU
(NEW SUB-FOLDER)

First Supplemental Memorandum of Understanding
Between the
City of Henderson and the
Clark County School District

This First Supplemental Memorandum of Understanding ("1st Supplemental MOU") is made and entered into by the City of Henderson, a municipal corporation of the State of Nevada ("City"), and the Clark County School District, a political subdivision of the State of Nevada ("District"). Capitalized terms used but not defined herein shall have the meanings given to them in the Memorandum of Understanding dated April 6, 2004, (the "Master MOU").

WHEREAS:

A. City and District entered into the Master MOU to facilitate the orderly siting of school sites for District in connection with auctions of West Henderson by BLM.

B. BLM and the City have identified the portion of West Henderson to be first auctioned (the "First Sale Property"). The First Sale Property is generally identified by the map attached hereto as Exhibit 1.

C. BLM and the City have agreed to sell the First Sale Property at auction ("Auction") on June 2, 2004 (the "Auction Date").

D. District and the City agree that this Supplemental MOU is necessary to identify and set forth the Districts needs in regard to the First Sale Property

E. The Master MOU permits amendments in writing signed by the parties, and that this Supplemental MOU needs to be approved in writing by the parties.

NOW, THEREFORE, it is agreed as follows:

I. The Master MOU is hereby supplemented by the provisions of this 1st Supplemental MOU. This 1st Supplemental MOU supplements and furthers the provisions of the Master MOU. Nothing herein shall amend or alter the provisions of the Master MOU unless such amendment or alteration is expressly set forth herein.

II. The Master MOU is hereby supplemented by this 1st Supplemental MOU as follows:

A. School Sites. City shall require, of the ultimate high bidder, through a conveyance agreement and acknowledgement, the following school sites ("School Sites"):
1. Two (2) elementary schools with a public park combination of not less than 23 acres for each site.

2. Two (2) elementary schools without a public park combination of not less than 12.5 acres for each site.
3. One (1) 6.25 acre site to be utilized for residents of the Anthem development to the east of the First Sale Property.
4. One (1) middle school without a public park combination of not less than 20 acres for the site.
5. No high school sites.

B. Criteria. The site criteria attached to this 1st Supplemental MOU shall be utilized for identifying the School Sites.

C. RPP Act. Prior to publication of the NORA, District shall withdraw:
1. All RPP Act acreage to which it is entitled in the First Sale Property.
2. All RPP Act applications which it has filed that would affect the First Sale Property.

D. City shall deliver to the District, solely for the District to determine compliance with the Master MOU and this 1st Supplemental MOU:
1. Prior to execution, a copy of the formal development agreement.
2. Prior to approval, a copy of the proposed master plan.

III. Cancellation:

This 1st Supplemental MOU may not be canceled by either party unless the Auction is cancelled by BLM or delayed for more than 180 days beyond the Auction Date.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this document between the City of Henderson and the Clark County School District, on the 26th day of August, 2004.

CLARK COUNTY SCHOOL DISTRICT:

By: Susan C. Brager-Wellman
Susan C. Brager-Wellman, President
[PRINTED NAME, TITLE]
A person authorized by action of the Board of Trustees

CITY OF HENDERSON:

By:
James B. Gibson, Mayor

ATTEST:

By: Mary Beth Scow
Mary Beth Scow, Clerk
[PRINTED NAME, TITLE]
A person authorized to attest to an action of the Board of Trustees

ATTEST:

By:
Monica M. Simmons, CMC
City Clerk, City of Henderson

COUNCIL ACTION
APR 6 2004

APPROVED AS TO FORM:

By: 8/16/04
C. W. Hoffman, Jr., General Counsel

APPROVED AS TO FORM:

By:
Shauna M Hughes
City Attorney
City of Henderson

AN AFFIRMATIVE ACTION
EQUAL OPPORTUNITY EMPLOYER

CLARK COUNTY SCHOOL DISTRICT

FACILITIES DIVISION
"Yes, we can"

BOARD OF SCHOOL TRUSTEES
Mrs. Susan C. Brager-Wellman, President
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Mrs. Mary Beth Scow, Clerk
Mrs. Shirley C. Barber, Member
Mrs. Ruth L. Johnson, Member
Mrs. Sheila R. Moulton, Member
Mrs. Denise M. Brodsky, Member
Mr. Carlos Arturo Garcia, Superintendent

May 4, 2005

David M. Norris, AICP
Real Property Specialist
City o Henderson
240 Water Street
Henderson, Nevada 89009

RE: SOUTH EDGE – WEST HENDERSON
SCHOOL SITE LOCATIONS

Dear Mr. Norris,

Pursuant to our meeting and discussions during our meeting of April 27, 2005 regarding the locations for the school sites within the South Edge Master Planned Community (the "Community") in West Henderson, we have attached an exhibit provided by South Edge LLC that outlines our mutual understanding as to the appropriate number and location of the school sites.

The exhibit provides the number, type and location of the school sites as provided by South Edge LLC and agreed to by the Clark County School District. We believe this exhibit meets the intent of both the Memorandum of Understanding between the City of Henderson and the Clark County School District (the "MOU") and the First Supplemental Memorandum of Understanding (the "First Supplement") between the same parties which relates specifically to the Community.

Please note the construction time line for a high school is estimated at 40 months from the time the site is defined. The Clark County School District would like to express their concern regarding the timing of the future high school for the South Edge Community. The Clark County School District recommends defining the boundary of the first high school site as soon as possible.

In closing, we appreciate the working relationship with you and your staff and look forward to continued relations in the future.

Sincerely,

Matthew J. LaCroix
Director, Realty

Approved by,

SOUTH EDGE, LLC

Larry W. Bross
Dated: 5-5-05

1212 EUCALYPTUS ANNEX LAS VEGAS, NEVADA 89121 TELEPHONE (702) 799-6435 / FAX 799-5436

FACILITIES DIVISION, *Real Property Management*

4212 EUCALYPTUS ANNEX • LAS VEGAS, NEVADA 89121 • (702) 799-5214 • FAX (702) 799-5436

CCSD
CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

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Terri Janison, Vice President
Mary Beth Scow, Clerk
Larry P. Mason, Member
Shirley Barber, Member
Sheila Moulton, Member
Carolyn Edwards, Member

Dr. Walt Rulffes, Superintendent

June 5, 2007

David M. Norris, AICP
City of Henderson
240 Water Street
Henderson, NV 89009

Re: Inspirada

Dear Mr. Norris:

Please be advised we have reviewed South Edge, LLC's (Developer) request for an additional 2,000 units within Inspirada Town Center. The Clark County School District (CCSD) is in concurrence with the additional units subject to the following:

Developer shall, at no cost to CCSD, donate three and one-half (3.5) elementary school sites and one (1) middle school site within the boundaries of the master planned community as previously depicted on Exhibit J and made a part thereof within the Development Agreement dated May 24, 2005. The Developer shall provide at no cost to CCSD full off-site improvements which shall include rough grading of the school sites to a two (2) percent slope for all three and a half (3.5) elementary school sites and one (1) middle school site located within and adjacent to the boundaries of the master planned community.

The proposed master planned community comprising a total of 13,500 residential units will be a significant contributor to the need for a high school site in West Henderson. The Developer shall assist in the coordination between CCSD, the City of Henderson and the Bureau of Land Management (BLM) to secure the use of a forty (40) acre BLM site for a high school. The Developer's coordination efforts and assistance shall be to provide the assessment of alternative site locations based upon working with the CCSD staff, BLM staff and the COH staff. Once a viable site is established then Developer will analyze access, hydrology impacts, utility needs, and underlying reservations and provide the CCSD with legal descriptions for the final site location.

If you should have questions or need additional information, please do not hesitate to contact me.

Cordially,

Linda K. Perri
Director II

Cc: Richard B. Holmes
Tom Amick

FINANCE & OPERATIONS, *REAL PROPERTY MANAGEMENT*

4190 McLeod Drive • LAS VEGAS, NV 89121 • (702) 799-5214 • FAX (702) 799-5436

CCSD
CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

Carolyn Edwards, President
Lorraine Alderman, Vice President
Deanna L. Wright, Clerk
Erin E. Cranor, Member
Chris Garvey, Member
Patrice Tew, Member
Dr. Linda E. Young, Member

Pat Skorkowsky, Interim Superintendent

May 10, 2013

Michael Tassi, Planning Manager
City of Henderson
Community Development and Services
240 Water Street
Henderson, NV 89009

Re: Inspirada School Sites

Dear Mr. Tassi:

In regards to the language for the schools within the proposed Development Agreement between the City of Henderson (City) and the Inspirada Builders, LLC (Consortium), the Clark County School District (District) repeats its earlier concerns expressed to City staff and to the Consortium. Specifically, if presented a choice, the District would not accept these parcel sites today as the District is concerned with potential excessive development costs it will incur to make these specific sites suitable for use for new school construction within current standards. The District is also concerned with other deviations from District development criteria such as limited transportation corridors and difficult accessibility.

The District acknowledges that the City has stated it will not enforce site criteria standards on the Consortium as more stringent than those referenced in certain letters of approval from the District, dated May 4, 2005 and June 5, 2007, respectively regarding South Edge-West Henderson School Site Locations. These letters set forth all of the obligations of the developer of the master planned community as referenced in that certain Memorandum of Understanding, as supplemented by the First Supplemental Memorandum of Understanding, each entered into by and between the District and the City. The City has further stated that the criteria listed in the First Supplemental MOU will be complied with except for those deviations as reference in the above-referenced letters and per the recorded parent final map. The City of Henderson has stated that those deviations are as follows:

1.) Two and a half of the elementary school sites as approved by CCSD are less than the 12.5 acres referenced in the site criteria; and

2.) Roads will be provided on all four sides of all schools, per the criteria, except for the ½ school site, which will only be three sides but will be four with the incorporation of the road abutting the park site.

The District acknowledges these deviations from its standards and reiterates that such acknowledgment does not constitute waiver of any other development criteria contained in that certain Memorandum of Understanding, as supplemented by the First Supplemental Memorandum of Understanding.

Sincerely,

Jeff Weiler
Chief Financial Officer, CCSD

Cc: Carlos McDade, General Counsel CCSD
Sally Galati, Assistant City Attorney, City of Henderson
File

CITY OF HENDERSON
240 Water Street
P. O. Box 95050
Henderson, NV 89009-5050

July 11, 2013

Jeff Weiler
Chief Financial Officer, CCSD
5100 West Sahara Avenue
Las Vegas, NV 89146

Subject: Inspirada School Sites

Dear Mr. Weiler:

We are in receipt of your letter dated May 10, 2013 and will include it in the exhibit related to schools in the Amended Development Agreement (Exhibit J). This clarification letter will also be included as part of Exhibit J.

The purpose of this letter is to clarify certain statements made in your letter, specifically, the statement implying that the School District had no choice in accepting the parcels as school sites; and to document the reasons for the deviations from the MOU.

The City worked with the School District and the Developer to change the school sites in the planned community from the previously approved sites. Nonetheless, the sites presently remain as originally located. Please know that if the School District and the Developer later agree to future changes to the school sites, a modification of the Amended Development Agreement would be required.

Regarding the "other deviations" you mention in the first paragraph of the May 10, 2013 letter (limited transportation corridors and difficult accessibility); these items are not specific elements of the site criteria attached to the first supplemental MOU. Therefore, the City does not agree that these items can be classified as deviations.

The City agrees that the two deviations to the MOU site criteria are as outlined in your letter. As clarification, the deviation related to the reduction in the standard acreage for the two school sites is the result of the School District's prior acceptance of these sites at sizes less than required by the site criteria. Also for clarification purposes, the deviation related to the inability to have roads surrounding the ½ school site is a result of the impossibility of providing roads on all four sides due to the site directly abutting the other ½ of the overall school site. However, it is important to note that the current proposal substantially complies with criteria in the MOU.

The City of Henderson continues to be committed to working in good faith with the Clark County School District to fulfill the terms of the MOU and First Supplemental MOU to accomplish a mutually beneficial result for this project and the entirety of West Henderson. Please contact me immediately if you have any concerns about the clarifications contained within this letter so that they can be addressed before the Amended Development Agreement is finalized on July 22, 2013. If we do not hear from you before this date, we will presume you have no issue with the clarifications discussed herein.

Sincerely,

Michael Tassi, AICP
Planning Manager

MT:mt

cc: Jacob Snow, City Manager
Bristol Ellington, Assistant City Manager
Josh Reid, City Attorney
Stephanie Garcia-Vause, Community Development and Services Director
Tracy Foutz, Assistant Director of Community Development and Services
Sally Galati, Assistant City Attorney
Tom Amick, Attorney for IBLLC