MEMORANDUM
Department of Public Works

TO: LAURA FITZPATRICK, COUNTY TREASURER
FROM: BRIDGET RUSSO, SID COORDINATOR
SUBJECT: SID NO. 159 – SUMMERLIN VILLAGES 16A
DATE: February 20, 2018

On November 3, 2015, Ordinance No. 4336 levying assessments for Special Improvement District No. 159 became effective. According to NRS 271.425, the County has the authority to apportion any uncollected amounts upon land divided in an equitable manner.

Please see attached spreadsheet for Reapportionment No. 19.

BR:st
Memorandum

to:       Bridget Russo
company:  Clark County Public Works
from:     Dennis Klingelhofer
re:       Reapportionment No. 19 REV – SID 159
cc:       
date:     February 16, 2018

We have completed revised Reapportionment No. 19 REV for Special Improvement District No. 159. Attached are the final reapportionment calculations, assessor’s maps and the revised Assessment Roll.

The reapportionment described will not increase the principal balance of any assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the Project which is financed by the assessment.

Please let me know if you have any questions, or need any further information.
### PREVIOUS APN

<table>
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<tr>
<th>APN</th>
<th>ASSESSED</th>
<th>UNASSESSED</th>
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**PREVIOUS APN TOTALS:** 36.63 1.87 $ 2,447,454.45

**TOTAL ACREAGE:** 38.50

### NEW APN

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<th>ORIGINAL ASSESSMENT</th>
<th>DESCRIPTION**</th>
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<tr>
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<td>$ -</td>
<td>COMMON LOT 41</td>
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</table>

**GRAND TOTAL:** 34.50 4.00 $ 2,447,454.45

**TOTAL ACREAGE:** 38.50
Treasurer’s Notes:

** Descriptions are references from the Assessor’s Maps which are based on the recorded parcel or tract maps. Common Lot refers to areas that are excluded from assessment.

Additional background and reference supporting SID 159 Reapportionment #19
Previous APNs is a result of SID 159 Reapportionment #4 (10/4/16)

Per the Final Engineer’s Report Submitted to Clark County on October 8, 2015: The initial assessments for Village 16A were levied to parcels located within the village based upon each parcel’s respective proposed net acreage based on current development plans provided by the developer. As these original parcels, within the village, subdivide into Merchant Builder parcels and final development plans are completed, their assessments will be reapportioned to the new parcels based on their actual net assessable acreage. For purposes of such apportionment, the term “net assessable area” shall exclude (i) areas excluded from the definition of “assessable property” pursuant to NRS 271.040, (ii) areas designated for school sites pursuant to NRS 271.366, (iii) areas designated on the assessment plat as being areas of non-assessment, and (iv) properties which are conveyed with restrictions limiting the uses of such properties to private streets, common areas, parks, landscaped areas and other permanent open space. The area of lands not included in the net assessable area may be estimated by the County in the case of any apportionment for which final legal descriptions of the excluded area are not yet available and any such estimate shall be final and conclusive absent fraud.

When a parcel is further subdivided into single-family residential lots, the uncollected amounts will be divided on a per lot basis; provided that the applicant, at the time of such apportionment, may request that the uncollected amounts be apportioned on a net area basis (rather than on a per lot basis).

When a parcel is further subdivided into multi-family residential units with individual assessor parcel numbers, the uncollected amounts will be divided on a per unit basis; provided that the applicant, at the time of such apportionment, may request that the uncollected amounts be apportioned on a net area basis (rather than on a per unit basis).

** Descriptions are references from the Assessor’s Maps which are based on the recorded parcel or tract maps. Paseo, Common Lot, and Open Space refer to areas that will be excluded from assessment if they keep that designation when the assessment is ultimately apportioned.

Common Element (Lot) refers to areas that are excluded from assessment. Private streets/roads are assigned an APN, but are excluded from assessment.

COMMON ELEMENT lots / PUBLIC RIGHT-OF-WAY / PRIVATE RIGHT-OF-WAY: Special assessments are not allowed (prohibited) against common elements lots, public right of way parcels and private streets/roads.
This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor’s Office. This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

Page dimensions: 792.0x612.0

Notes on the map:
- Parcel Boundary
- Sub Boundary
- Right of Way
- Road Easement
- HISTORIC LOT LINE
- HISTORIC SUB BOUNDARY
- HISTORIC PM/LD BOUNDARY
- SECTION LINE
- ROAD EASEMENT
- MATCH LEADER LINE
- AIR SPACE PCL
- ROAD PARCEL NUMBER
- SUB-PARCEL NUMBER
- ROAD NUMBER
- BLOCK NUMBER
- LOT NUMBER
- CONDOMINIUM UNIT
- AIR SPACE POL
- ROAD NUMBER
- RIGHT OF WAY PCL
- SUB-SURFACE PCL

Map Legend:
- Parcel Boundary
- Sub Boundary
- Right of Way
- Road Easement
- Match Leader Line
- Historic Lot Line
- Historic Sub Boundary
- Historic PM/LD Boundary
- Section Line
- Road Easement
- Match Leader Line
- Air Space Pol
- Road Parcel Number
- Sub-PARCEL Number
- Road Number
- Block Number
- Lot Number
- Condominium Unit
- Air Space Pol
- Right of Way PCL
- Sub-Surface PCL

Scale: 1" = 200' Rev 12/20/2017

TAX DIST 417
APN: 176-06-712-002

When recorded, return to:
Mail Tax Statements to:
County of Clark, Nevada
500 S. Grand Central Parkway
Las Vegas, Nevada 89155
Attention: Real Property Management

RPTT: Exempt, NRS 375.090(2)

GRANT, BARGAIN AND SALE DEED

Grantor, THE HOWARD HUGHES COMPANY, LLC, a Delaware limited liability company, does hereby Grant, Bargain, Sell and Convey to THE COUNTY OF CLARK, a political subdivision of the STATE OF NEVADA, Grantee, all of its right, title, and interest in the real property in County of Clark, State of Nevada described in Exhibit “A” attached hereto and incorporated herein by this reference ("Property"), together with all tenements, hereditaments and appurtenances thereunto belonging and in any way appertaining and subject to the following:

(a) If Grantee, at any time after conveyance, should determine, at its sole discretion, that the Property is no longer needed for a fire station, Grantee agrees to re-convey the parcel to Grantor at no cost to Grantee or Grantor.

EXECUTED this 7th day of June, 2018 at Las Vegas, Nevada.

GRANTOR:

THE HOWARD HUGHES COMPANY, LLC
a Delaware limited liability company

By: ____________________________
    Kevin T. Orrock, Vice President
STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on June 7, 2018, by Kevin T. Orrock, Vice President of The Howard Hughes Company, LLC.

[Signature]
Shirley A. Wing
Notary Public
My Commission Expires: 02-28-2020

[Seal]
SHIRLEY A. WING
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 02-28-20
Certificate No: 93-3428-1
EXHIBIT “A”

THE PROPERTY

All of Parcel 16A-LM as shown on the Amended Final Map of a Portion of Summerlin Village 16A, Unit 2, a Common Interest Community, on file in Book 154 of Plats, Page 70, in the Official Records of the Clark County, Nevada Recorder’s Office.
Real Property Transfer Tax Declaration

State of Nevada Declaration of Value

1. Assessor Parcel Number(s)
   a) 176-06-712-002

2. Type of Property
   a) X Vacant Land   b) □ Single Family Res.
   c) □ Condo/Twnhouse   d) □ 2-4 Plex
   e) □ Apartment Bldg.   f) □ Commercial/Industrial
   g) □ Agricultural   h) □ Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY
Document/Instrument No: __________
Book: __________ Page: __________
Date of Recording: __________
Notes: __________

3. Total Value/Sales Price of Property: $ 0
   Deed in Lieu of Foreclosure Only (Value of Property) ($ 0)
   Transfer Tax Value: $ 0
   Real Property Transfer Tax Due: $ 0

4. If Exemption Claimed:
   a. Transfer Tax Exemption, per NRS 375.090, Section: 2
   b. Explain Reason for Exemption: Transferring to a government agency.

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: ___________________________ Capacity: Vice President

Signature: ___________________________ Capacity: ___________________________

SELLER (GRANTOR) INFORMATION
The Howard Hughes Company, LLC
Address: 10801 W. Charleston Blvd. Ste. 300
City: Las Vegas
State: Nevada Zip: 89135

BUYER (GRANTEE) INFORMATION
The County of Clark
Address: 500 S Grand Central Parkway, 4th Flr
City: Las Vegas
State: Nevada Zip: 89155-1825

COMPANY REQUESTING RECORDING (REQUIRED IF NOT SELLER OR BUYER)
Print Name: ___________________________ Escrow No: ___________________________
Address: ___________________________
City: ___________________________
State: ________ Zip: ___________

(AS A PUBLIC RECORD THIS FORM MAY BE FILED/MICROFILMED)
ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of the ___ day of __________, 2018, by and between THE HOWARD HUGHES COMPANY, LLC, a Delaware limited liability company ("Hughes"), and THE COUNTY OF CLARK, a political subdivision of the STATE OF NEVADA COUNTY ("County").

RECITALS

A. Hughes is the owner of that certain real property described on Exhibit "A" attached hereto (the "Easement Area").

B. County is the owner of that certain real property described on Exhibit "B" attached hereto (the "Benefitted Parcel") pursuant to that certain Grant Bargain Sale Deed for the Property from Hughes, as grantor, to the County, as grantee, recorded of even date herewith (the "Deed").

C. Hughes conveyed the Benefitted Parcel to the County for the County's construction of a fire station (the "Fire Station").

D. Hughes has agreed to grant an easement for vehicular and pedestrian across the Easement Area for the benefit of the Benefitted Parcel for access to Maule Avenue.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby agreed as follows:

1. Grant of Easement; Amendment of Easement Area. Hughes hereby grants a non-exclusive easement (the "Easement") across the Easement Area for the use and enjoyment of the County. The Easement shall commence upon execution and recordation of this Agreement with the County Recorder of Clark County, Nevada and shall be perpetual in duration. Hughes and County acknowledge that the Easement Area as currently described is broader in width than will required for access once the Fire Station has constructed its access driveway to Maule Avenue (the "Driveway"). Accordingly, upon completion of construction of the Driveway, Hughes and the County shall record an amendment to this Agreement to more specifically describe the Easement Area, as constructed.

2. Purpose and Use. The purpose of the Easement shall be to allow for utilities, vehicular and pedestrian access, use and related purposes across the Easement Area to and from the Benefitted Parcel and Maule Avenue and for no other purpose except for the right to construct and maintain the
Easement Area for the purposes included in this Agreement. Any property rights retained by Hughes shall not in any way interfere, conflict and or impede with the County's rights and uses of the Easement Area.

3. Future Transfer. County acknowledges and agrees that Hughes has disclosed to County that the Easement Area may subsequently be conveyed by Hughes, in Hughes' sole discretion, to the Summerlin South Community Association, a Nevada non-profit corporation (the “Summerlin South Association”). Following any such conveyance, the Summerlin South Association shall succeed to Hughes’ rights under this Agreement and shall be subject to the terms and conditions of this Agreement.

4. Maintenance and Repair. County shall be responsible, at County's sole cost and expense, for the maintenance, repair and cleaning of the Easement Area and for the cost to repair any damage to the Easement Area or the removal of any debris from the Easement Area caused by County. If the County shall permit any portion of the Easement Area to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, then Hughes or its successors shall have the right, but in no way the obligation, to correct such condition, and to enter upon the Easement Area for the purpose of doing so provided Hughes gives the County ten (10) written notice to cure. County shall promptly reimburse Hughes or its successors for all costs incurred in correcting such condition. Hughes shall be responsible maintenance, repairs and cleaning of the Easement Area for all other uses not required herein by the County to maintain.

5. Insurance. The County is self-insured in accordance with the provisions of Nevada Revised Statutes Chapter 41.

6. Benefits and Burdens Run with the Land. The burden of the Easement herein granted shall run with the Easement Area and shall bind the successors in interest to Hughes as owners of the Easement Area. The benefits of the Easement are intended to and shall run with the land to the benefit of County’s successors in interest as owners of the Benefitted Parcel.

7. No Public Benefit or Dedication Intended. This Agreement is not intended and shall not be construed as conferring any benefit on the general public or to any party other than Hughes and County and their respective successors and assigns as provided herein. The parties hereto do not hereby dedicate or offer for dedication any real property or improvements whatsoever.

8. Entire Agreement. This instrument contains the entire agreement between the parties as to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

9. Notices. All notices, demands, requests, consents, approvals or other communications (for the purpose of this Section collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as either party shall designate by Notice to the other:

To Hughes:  THE HOWARD HUGHES COMPANY, LLC
10801 West Charleston Blvd., Suite 300
Las Vegas, Nevada 89135
Attention: Legal Department
Fax Number: 702-791-4425

To County: Clark County
500 South Grand Central Parkway
Las Vegas, NV 89155
Attn: Department of Real Property
10. **Binding Effect; Choice of Law.** This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto and shall be governed by and construed in accordance with the laws of the State of Nevada.

11. **Automatic Termination.** Pursuant to the Deed, if the County elects not to build a Fire Station on the Property and the Property is conveyed by the County back to Hughes, then this Agreement shall automatically terminate upon the recordation of the deed from the County, as grantor, to Hughes, as grantee, for the Property.

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

**Hughes:**

THE HOWARD HUGHES COMPANY, LLC, a Delaware limited liability company

By: ____________________________
Kevin T. Orrock
Vice President

**County:**

CLARK COUNTY

By: ____________________________

STATE OF NEVADA )
) ss.
COUNTY OF CLARK )

This instrument was acknowledged before me on **September 6**, 2018, by Kevin T. Orrock as Vice President of The Howard Hughes Company, LLC.

Notary Public

**STATE OF NEVADA )
) ss.
COUNTY OF CLARK )**

This instrument was acknowledged before me on __________________________, 2018, by __________________________ of __________________________ as __________________________.

Notary Public
EXHIBIT "A"

THE EASEMENT AREA

All of Common Lot 38 as shown on the Amended Final Map of a Portion of Summerlin Village 16A, Unit 2, a Common Interest Community, on file in Book 154 of Plats, Page 70, in the Official Records of the Clark County, Nevada Recorder's Office.
EXHIBIT "B"

THE BENEFITTED PARCEL

All of Parcel 16A-LM as shown on the Amended Final Map of a Portion of Summerlin Village 16A, Unit 2, a Common Interest Community, on file in Book 154 of Plats, Page 70, in the Official Records of the Clark County, Nevada Recorder's Office.
TITLE OF DOCUMENT
(Do NOT Abbreviate)

Affidavit of Waiver and Consent

Special Improvement District No. 159

Summerlin Village 16A

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:
Clark County Treasurer

RETURN TO: Name Clark County Treasurer
Address 500 S. Grand Central Parkway - 1st Floor
City/State/Zip Las Vegas, NV 89155

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name ____________________________________________
Address ____________________________________________
City/State/Zip _______________________________________

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
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STATE OF NEVADA  
COUNTY OF CLARK  

AFFIDAVIT OF WAIVER  
AND CONSENT

IN CONNECTION WITH CLARK COUNTY, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 159 (SUMMERLIN VILLAGE 16A)

The undersigned affiant, a duly authorized representative of William Lyon Homes, Inc., a California corporation (the "Owner"), hereby swears and states that:

1. The Owner is the sole and only owner of the tract of real property identified by Assessor's Parcel Number 176-06-712-001 (the "Property").

2. The Property is within the area sometimes designated as Clark County, Nevada, Special Improvement District No. 159 (Summerlin Village 16A)" (the “District”) in Clark County, Nevada (the “County” and “State,” respectively).

3. The Owner consents to the County’s reapportionment of the assessments on the Property in the manner described in Exhibit A attached hereto.

4. The Owner agrees to the County’s assessment of the Property as described herein and in Exhibit A attached hereto, and waives any and all formalities required by the laws of the United States of America and the State related to such assessments on the Property and the levy, lien and collection thereof.

5. The Owner agrees that the special benefit to and the market value of each of the parcels constituting the Property has increased from the projects funded by the assessments at least by the amount of the assessments provided in Exhibit A attached hereto.

6. The Owner agrees that it will not further subdivide the Property until the assessments on the Property have been reapportioned by the Board of County Commissioners of the County in the manner described in Exhibit A attached hereto.

7. The undersigned agrees that this affidavit shall be recorded in the office of the County Recorder of the County, and shall be binding upon the owner of the Property regardless of subsequent transfers or conveyances of the Property.

8. This affidavit may not be withdrawn without the written consent of the County.

9. The affiant is authorized and empowered to execute this affidavit of waiver and consent and further states that he is authorized and empowered to execute this affidavit on behalf of the Owner.
DATED this 30th day of April, 2018, at Clark County, Nevada.

WILLIAM LYON HOMES, INC.

By: [Signature]
Name: [Name]
Title: [Title]

STATE OF NEVADA )
COUNTY OF CLARK ) ss.

This affidavit was acknowledged before me on May 2nd, 2018 by

[Signature] as VP of Finance of William Lyon Homes, Inc., a California Corporation.

MARGE A. STASZAK
Notary Public State of Nevada
No: 07-5202-1
My Appt. Exp. Nov. 7, 2019

(Notarial Stamp)
EXHIBIT A

TABLE

<table>
<thead>
<tr>
<th>Assessor’s Parcel Number (APN)</th>
<th>Assessment After Reapportionment</th>
</tr>
</thead>
<tbody>
<tr>
<td>176-06-712-001</td>
<td>$2,093,460.31</td>
</tr>
</tbody>
</table>
TITLE OF DOCUMENT
(Do NOT Abbreviate)

Affidavit of Waiver and Consent

Special Improvement District No. 159

Summerlin Village 16A

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:
Clark County Treasurer

RETURN TO: Name Clark County Treasurer

Address 500 S. Grand Central Parkway - 1st Floor

City/State/Zip Las Vegas, NV 89155

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name__________________________

Address__________________________

City/State/Zip_______________________

This page provides additional information required by NRS 111.312 Sections 1-2. To print this document properly, do not use page scaling.

P:\Common\Forms & Notices\Cover Page Template Oct2017
STATE OF NEVADA
COUNTY OF CLARK

IN CONNECTION WITH CLARK COUNTY, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 159 (SUMMERLIN VILLAGE 16A)

The undersigned affiant, a duly authorized representative of The Waterpark, LLC, a Nevada limited liability company (the “Owner”), hereby swears and states that:

1. The Owner is the sole and only owner of the tract of real property identified by Assessor’s Parcel Number 176-06-712-003 (the “Property”).

2. The Property is within the area sometimes designated as Clark County, Nevada, Special Improvement District No. 159 (Summerlin Village 16A)” (the “District”) in Clark County, Nevada (the “County” and “State,” respectively).

3. The Owner consents to the County’s reapportionment of the assessments on the Property in the manner described in Exhibit A attached hereto.

4. The Owner agrees to the County’s assessment of the Property as described herein and in Exhibit A attached hereto, and waives any and all formalities required by the laws of the United States of America and the State related to such assessments on the Property and the levy, lien and collection thereof.

5. The Owner agrees that the special benefit to and the market value of each of the parcels constituting the Property has increased from the projects funded by the assessments at least by the amount of the assessments provided in Exhibit A attached hereto.

6. The Owner agrees that it will not further subdivide the Property until the assessments on the Property have been reapportioned by the Board of County Commissioners of the County in the manner described in Exhibit A attached hereto.

7. The undersigned agrees that this affidavit shall be recorded in the office of the County Recorder of the County, and shall be binding upon the owner of the Property regardless of subsequent transfers or conveyances of the Property.

8. This affidavit may not be withdrawn without the written consent of the County.

9. The affiant is authorized and empowered to execute this affidavit of waiver and consent and further states that he is authorized and empowered to execute this affidavit on behalf of the Owner.
DATED this 6th day of June, 2018, at Clark County, Nevada.

THE WATERPARK, LLC

By: Scott R. Bulloch
Name: Scott R. Bulloch
Title: MANAGER

STATE OF NEVADA )
) ss.
COUNTY OF CLARK )

This affidavit was acknowledged before me on June 6, 2018 by Scott R. Bulloch as Manager of The Waterpark, LLC, a Nevada limited liability company.

(Richard A. Rawson, Notary Public)
(State of Nevada)

(NOTARIAL STAMP)

(My Appt. Expires March 22, 2022)
<table>
<thead>
<tr>
<th>Assessor’s Parcel Number (APN)</th>
<th>Assessment After Reapportionment</th>
</tr>
</thead>
<tbody>
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<td>$353,994.14</td>
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