

**CITY OF NORTH LAS VEGAS, NEVADA
MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is made and entered into as of _____, 2021 by and between the CITY OF NORTH LAS VEGAS, NEVADA (the “**City**”), and D.R. HORTON, INC., a Delaware corporation (the “**Developer**”).

WHEREAS, the Developer has requested that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form a Special Improvement District within the City (the “**District**”), to levy special assessments, and to issue one or more series of bonds (the “**Bonds**”) to provide for the construction, acquisition, or furnishing of certain public improvements benefitting the properties in the District;

WHEREAS, the Developer owns, or is under contract to buy, all of the real property that is included within the boundaries of the proposed District;

WHEREAS, the parties hereto wish to enter into this MOU to establish an understanding of certain conditions that may be required of the Developer in an effort to assist the City with the formation of the District.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

1. The Developer and City agree that the following conditions may be required of the parties hereto to assist with the formation of the District:

A. Upon a date to be determined by the City, the Developer will not add additional parcels to the District.

B. Prior to the City’s approval of the District, the Developer will not record any final maps.

C. The City will meet with the Developer to break up the various District projects into smaller scopes of work (e.g., sewer, water, storm drain, curb and sidewalk, paving, etc.) in an effort to simplify submittals and related reviews.

D. The City shall not issue a Certificate of Occupancy for any habitable building structure that does not have safe and fully accessible off-site improvements. This determination shall be at the discretion of the Director of Public Works.

E. For Village 1, the Developer has agreed that no concurrent SID's will be allowed during the development of this District.

F. Prior to processing any reapportionment of any air parcel, the Developer will be required to provide and track Certificates of Occupancy for the associated air parcels.

2. This MOU shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this MOU in the City of North Las Vegas, Nevada, as of the date and year first herein above written.

CITY OF NORTH LAS VEGAS, NEVADA

John J. Lee, Mayor
City of North Las Vegas, Nevada

Jackie Rodgers, Acting City Clerk
City of North Las Vegas, Nevada

APPROVED AS TO FORM:

Micaela Moore, City Attorney

D.R. HORTON, INC.

By: _____
Name: _____
Title: _____