

**PROPERTY CONVEYANCE AND CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND THE SUN CITY
SUMMERLIN COMMUNITY ASSOCIATION, INC.**

This Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association Inc ("Agreement") is dated this _____ day of _____, 2010, by and between the City of Las Vegas (the "City") and the Sun City Summerlin Community Association Inc ("SCSCAI"). The City and SCSCAI may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

1. The City is a political subdivision of the State of Nevada.
2. SCSCAI is a Nevada not-for-profit homeowner's association formed pursuant to the provisions of NRS 116B, 81.410 through 81.540 and governed by the SCSCAI Community Association Board. The City and SCSCAI desire to have a fire station close to Sun City Summerlin residents so there is a rapid response time by the Fire Department to residents within the Sun City community.
3. City of Las Vegas Fire and Rescue ("CLVFR") has been attempting to secure a location for a fire station in the immediate area of Sun City Summerlin in order to serve not only the residents of Sun City Summerlin effectively and efficiently, but also the area surrounding Sun City Summerlin. CLVFR has not been successful in finding suitable real property for a fire station that would result in the acquisition of land and the construction of a fire station within its allotted budget.
4. SCSCAI is the owner of three golf courses within Sun City Summerlin. At the northeast intersection of Del Webb Boulevard and Sundial Drive, SCSCAI has offered to sell to the City for \$1.00 certain golf course property to be used for the construction by the City of a fire station upon that site. The City will also accept conveyance of certain SCSCAI-owned and maintained landscaping area along Cheyenne Avenue.
5. The City acknowledges that because of the current economic environment, the City is not funding any capital projects not currently under a contract for construction. The construction of the fire station contemplated by this Agreement is subject to this funding freeze, but the City will use its best efforts to commence construction on the fire station within ten years from the effective date of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. SCSCAI Obligation to Sell Property to the City

Provided that the Parties are not in default under this Agreement and all conditions precedent to such conveyance have occurred, conveyance to the City of title to the Subject Property and the Cheyenne Parcels shall be completed as provided herein. The City and SCSCAI agree to perform all acts necessary for conveyance of title, to the extent required hereunder, in sufficient time for title to be conveyed in accordance with the provisions contained herein.

A. Property to be Conveyed.

1. The Subject Property is approximately .85 acres in size and generally located at the northeast corner of Del Webb Boulevard and Sundial Drive. A general depiction of the Subject Property is attached hereto as "Exhibit 1". A specific legal description of the Subject Property is attached hereto as "Exhibit 2".
2. The Cheyenne Parcels are of varying size but are all located along Cheyenne Avenue between 215 and Rampart Boulevard. A general depiction of the Cheyenne Parcels is attached hereto as "Exhibit 3". Specific legal descriptions of the Cheyenne Parcels are attached hereto as "Exhibit 4".

B. Conveyance of Title. In accordance with, and subject to the terms, covenants and conditions precedent of this Agreement, SCSCAI shall convey the Subject Property and the Cheyenne Parcels to the City in fee simple title and the City agrees to pay SCSCAI one dollar (\$1.00) and accepts conveyance of the Subject Property and the Cheyenne Parcels.

C. Form of Deed. The Subject Property and the Cheyenne Parcels shall be conveyed by grant, bargain and sale deed, and shall include, among other language that is normal and customary, language to indicate a reversionary interest in the Subject Property by SCSCAI as provided in Section V, herein. No reversionary interest shall exist with regard to the Cheyenne Parcels, except as otherwise provided by Section IV(C), herein.

D. Escrow. The City agrees to open an escrow with an escrow company within ten (10) days of the approval of this Agreement by the City Council. This Agreement constitutes the joint escrow instructions of the Parties, and a copy of the Agreement executed by both Parties shall be delivered to the escrow agent upon the opening of escrow. The Parties shall provide additional escrow instructions as necessary and consistent with the terms of this Agreement, but any additional escrow instructions shall not conflict with the terms of this Agreement.

The escrow agent shall prepare grant, bargain and sale deeds for the Subject Property and the Cheyenne Parcels for approval by the Parties consistent with the terms of this Agreement, and the deed or deeds, as the case may be, shall be deposited with the escrow

agent to be recorded at the close of escrow. The City of Las Vegas shall deposit with the escrow agent the sum of one dollar (\$1.00) to be disbursed to SCSCAI at the close of escrow.

E. Fees and Costs. The City shall pay any and all fees or costs, recording or otherwise, associated with the escrow account and the closing of escrow.

F. Title Report. The escrow agent shall, upon execution of this document by the Parties and delivery of this Agreement to the escrow agent, prepare and deliver to the City and SCSCAI a preliminary title report of all documents therein covering or relating to the Subject Property and the Cheyenne Parcels. If the City disapproves of any exception(s) set forth in the preliminary title report, the City shall give the escrow agent written notice thereof. The escrow agent shall then give immediate written notification to SCSCAI of the City's disapproval of any exception. Failure of the City to give written notice of the disapproval of any exception within thirty (30) days of receipt of the title report shall be deemed an approval of all exceptions. If the City disapproves any exception, SCSCAI shall have ten (10) calendar days from the date of SCSCAI's receipt of written notice of disapproval to agree to remove the exception. If SCSCAI does not agree to remove the exception within said ten day period, or does not respond to the objection within 10 calendar days from the date of SCSCAI's receipt of written notice of disapproval, this Agreement may be terminated by the City. The City may waive the objection by notifying the escrow agent in writing of its waiver and close escrow.

G. Title Insurance. The City shall obtain and pay for title insurance at its option.

H. Taxes and Assessments. All Real Estate Property Taxes and government assessments accrued prior to the closing shall be borne by SCSCAI. Subsequent to closing, the City shall only be obligated to pay any outstanding government assessments applicable to the City, if any. No SCSCAI homeowner's association dues or assessments shall accrue against the Subject Property, and the City shall not be obligated to pay any SCSCAI homeowner's association dues or assessments, for any reason. The payment of Real Estate Transfer Taxes for the Subject Property shall be Zero Dollars (\$0.00). The payment of Real Estate transfer Taxes for the Cheyenne Parcels shall be Zero Dollars (\$0.00).

I. Conditions precedent to Closing. The escrow shall not close, and the conveyance of the Subject Property and the Cheyenne Parcels to the City shall not occur until such time as the following actions occur:

1. Written SCSCAI Board approval of the Fire Station site plan is deposited by SCSCAI with the escrow agent;
2. Written SCSCAI Board approval of construction of the Fire Station upon the terms indicated herein is deposited by SCSCAI with the escrow agent;

3. Written SCSCAI Board approval of the conveyance of the Subject Property and Cheyenne Parcels upon the terms indicated herein is deposited by SCSCAI with the escrow agent;
4. Notice of Final Action of the Las Vegas City Council for any land use entitlements deemed necessary by the Director of Planning and Zoning permitting the construction of the Fire Station is deposited by the City with the escrow agent;
5. Parcel map to create the Subject Parcel approved by the City, ready for recordation is deposited with the escrow agent;
6. Grant, bargain and sale deeds signed by SCSCAI and deposited with the escrow agent as provided herein and deposit by the City of one dollar (\$1.00);
7. Inspection by the City and SCSCAI of the Cheyenne Parcels, to include existing landscaping, the northern wall of the drainage channel and the SCSCAI Homeowner's Perimeter Wall, as well as completion of all repairs to any existing damage to the northern wall of the drainage channel and the SCSCAI Homeowner's Perimeter Wall, to include painting over existing graffiti, as well as repair of any existing structural damage to the northern wall of the drainage channel and the SCSCAI Homeowner's Perimeter Wall by SCSCAI. A document indicating acceptance by the City of the completion of such maintenance and repairs to the northern wall of the drainage channel by SCSCAI shall be deposited with the escrow agent;
8. An agreement to be approved by the City Manager and SCSCAI indicating amount and manner of reimbursement to SCSCAI by the City, as provided by the terms of this Agreement, for SCSCAI' redesign and physical reconfiguration of the tee box affected by the Subject Property. This agreement shall be deposited with the escrow agent;
9. An agreement approved by the City Council and SCSCAI pertaining to the maintenance and repair of the SCSCAI Homeowner's Perimeter Wall (as shown in "Exhibit 5") and all drainage facilities east of the perimeter wall of the Fire Station consistent with the terms of this agreement. Such agreement shall include provisions that indicate that the adjacent property owners or SCSCAI, as applicable are solely responsible for the maintenance and/or repair of the SCSCAI Homeowner's Perimeter Wall, including, but not limited to: general maintenance, structural integrity, graffiti removal and any repainting or stucco repair pursuant to the SCSCAI CC&Rs. This agreement shall be deposited with the escrow agent; and

10. An encroachment agreement approved by the City Manager and SCSCAI, whereby SCSCAI's golf course customers may enter the Subject Property for the purpose of playing golf, in exchange for SCSCAI' holding the City harmless and fully indemnifying the City and its officers and employees for any claims, causes of action or lawsuits based upon injury or death occurring upon the Subject Property and arising out of SCSCAI' use of the Subject Property. In addition, the encroachment agreement shall indicate that SCSCAI shall fully maintain the Subject Property until such time as the Tee Box reconstruction is commenced.

J. Closing. Upon such time as the City and SCSCAI have performed pursuant to the terms and covenants of this Agreement and satisfied the conditions precedent, the escrow agent shall deliver the escrow proceeds of one dollar to SCSCAI, record the parcel map creating the Subject Property, record the deed for the Subject Property, record the deeds for the Cheyenne Parcels and deliver all deeds to the City.

II. City Obligation to Construct Fire Station.

A. Fire Station Design. The City shall design a fire station for construction upon the Subject Property that satisfies the following conditions:

1. The fire station building shall be no larger than seven thousand, nine hundred square feet (7,900 sq.ft.), and not have more than two apparatus bays;
2. The fire station building shall conform to the SCSCAI architectural and color standards and will be complementary in design to surrounding residences;
3. Geometrics permitting, the fire station shall be designed to be a "back-in" station, and not a "drive-through" station;
4. The fire station building will include one room, no larger than one-hundred twenty (120) square feet to be used exclusively by the SCSCAI Emergency Response Team for the storage of SCSCAI Emergency Response Team Equipment. The room shall be air-conditioned and accessible from the outside only. The type of equipment to be stored in this room shall not be flammable, and the type and quantity of stored equipment is at the discretion of the Fire Chief. The SCSCAI Emergency Response Team will be given a key or key card (whichever is utilized) to access the storage room, but access to the storage room is at the discretion of the person in charge at the fire station, who will also have access to the room. SCSCAI understands that the person in charge of the fire station may access the room from time to time to confirm that no improper materials are stored at the fire station and for good cause this person in charge may from time to time be required to restrict SCSCAI access to this storage room; and
5. The fire station shall not be initially designed with a security gate and/or walls (other than a perimeter wall), but subsequent construction of such a

gate or walls (other than a perimeter wall) is at the discretion of the Fire Chief, upon consultation with SCSCAI. If a gate or walls (other than a perimeter wall) are ultimately determined to be necessary, the design of the gate and/or walls (as with the perimeter wall) shall comply with the SCSCAI architectural and color standards. However, SCSCAI is limited to commenting on the aesthetics of such a gate and/or walls and SCSCAI board approval shall not be unreasonably withheld for the City's construction of the gate and/or walls.

B. Fire Station Construction.

The City shall construct a fire station upon the Subject Property, and the City will use its best efforts to commence construction of the fire station within ten (10) years after the effective date of this Agreement. SCSCAI acknowledges and agrees that the timing of construction shall be at the sole discretion of the City, but not before the following actions occur:

1. The City shall notify SCSCAI that construction of the Fire Station shall commence within one hundred-eighty (180) days, and SCSCAI shall complete all necessary reconstruction of the Tee Box to accommodate the fire station construction upon the Subject Property. Tee Box reconstruction shall not commence prior to receiving notification of the commencement of fire station construction from the City. The Tee Box reconstruction shall be completed to the satisfaction of each Party before construction of the fire station commences.
2. All necessary approvals for construction of the fire station have been granted by the appropriate entities and authorities;
3. Conveyance of the Subject Property and Cheyenne Parcels to the City as provided herein; and
4. Construction of a perimeter wall on the Subject Property by the City (which shall be a wrought iron fence with pilasters consistent with SCSCAI architectural and color standards) in accordance with SCSCAI and City Council site plan approvals.

C. Fire Station Operation. The City will staff and operate the fire station as soon as practicable subsequent to the completion of construction of the fire station. SCSCAI acknowledges and agrees that the timing of staffing and operation of the fire station shall be at the sole discretion of the City.

1. Staffing. Upon commencing the operation of the Fire Station, CLVFR will endeavor to man the fire station with a minimum of six (6) firefighters. SCSCAI acknowledges and agrees that such staffing levels shall be at the sole discretion of the Fire Chief.
2. Apparatus. Upon commencing the operation of the Fire Station, CLVFR will endeavor to equip the station with at least one rescue unit and one

engine. SCSCAI acknowledges and agrees that equipment allocation shall be at the sole discretion of the Fire Chief.

3. Operating Procedures. CLVFR shall operate the fire station pursuant to CLVFR standard operating procedures for its fire station. SCSCAI acknowledges and agrees that CLVFR standard operating procedures may be amended from time to time at the sole discretion of the Fire Chief. However, regarding noise control, CLVFR and SCSCAI agree to the following:
 - a. the fire station will have no outdoor speakers of any kind, unless otherwise required by law;
 - b. the equipment at the fire station will be equipped with back-up alarms, but CLVFR shall endeavor to utilize a quiet system for back-up guidance when backing equipment into the station.
 - c. attached hereto at Exhibit "6" is the current CLVFR noise control standard operating procedure. SCSCAI acknowledges and agrees that this noise control standard operating procedure may be amended from time to time at the sole discretion of the Fire Chief.
 - d. The fire station will be designed with an outdoor barbeque and picnic table for use by the firefighters assigned to the fire station, their families and their guests. CLVFR will take all reasonable measures to minimize loud and prolonged noise emanating from the barbeque and picnic area.

III. City Obligation to Reimburse SCSCAI for Reconstruction of Tee Box.

As indicated above, a condition precedent to closing is the documentation of the City obligation to reimburse SCSCAI for costs, associated with the design and reconstruction of a tee box, associated cart paths and drainage facilities necessary for the construction of the fire station that are within the area of the reconstructed tee boxes and associated cart paths ("Tee Box") affected by the creation and conveyance of the Subject Property as depicted on Exhibit 1. In addition, construction of the fire station may not begin until such time as the reconstruction of the Tee Box is complete.

- A. Reimbursement Not-to-Exceed Amount. Any reimbursement to SCSCAI by the City for design and reconstruction of the Tee Box affected by the creation and conveyance of the Subject Parcel shall not exceed \$184,195.00, except that once design of the Tee Box commences, any City-mandated changes that increase costs shall also be paid for by the City. The same shall be true of any City-mandated changes that occur during the reconstruction phase of the Tee Box. The agreement to be negotiated for reimbursement of these monies shall indicate that if the actual cost of reconstruction exceeds the not-to-exceed amount, then the Parties shall renegotiate such not-to-exceed amount in order to reasonably reimburse SCSCAI for the costs of reconstruction at the time of reconstruction of the Tee Box.

- B. City's Obligation to Reimburse. The City's obligation to reimburse SCSCAI for the design and reconstruction of the Tee Box accrues only upon the completion of the reconstruction of the Tee Box. Actual reimbursement of costs will occur as defined by that certain agreement of the Parties as delineated by paragraph Section I(I)(8), herein.
- C. City Termination of Agreement. If this Agreement is terminated by the City as provided by Section IV(A) or (B) herein prior to or after the conveyance of the Subject Parcel to the City, and provided that SCSCAI received written notification regarding construction of the fire station as provided by II(B)(1) herein, and SCSCAI completed reconstruction of the Tee Box, the City shall pay to SCSCAI all monies necessary to complete the Tee Box reconstruction in accordance with Section III(A) above as liquidated damages for the termination of this Agreement by the City.
- D. SCSCAI Termination of Agreement Prior to Conveyance of Subject Property. If this Agreement is terminated by SCSCAI (for other than an uncured breach by the City) as provided by Section IV(A) herein prior to the conveyance of the Subject Parcel to the City, SCSCAI acknowledges and agrees that the City shall have no obligation to reimburse SCSCAI for any costs associated with the design and reconstruction of the Tee Box, nor any other damages, of any kind, associated with the design and reconstruction of the Tee Box, specifically including any costs necessary to return the Tee Box back to its original position.
- E. SCSCAI Termination of Agreement After Conveyance of Subject Property. If this Agreement is terminated by SCSCAI (for other than an uncured breach by the City) as provided by Section IV(C) herein after the conveyance of the Subject Parcel to the City, and provided that SCSCAI received written notification regarding construction of the fire station as provided by II(B)(1) herein, and SCSCAI completed reconstruction of the Tee Box, the City shall pay to SCSCAI all monies necessary to complete the Tee Box reconstruction in accordance with Section III(A) above as liquidated damages for the termination of this Agreement by the City.

IV. Termination of Agreement

- A. By Either Party; Without Cause. This Agreement may be terminated by either Party, for any reason, or no reason at all, upon fourteen (14) calendar days notice to the other Party at any time prior to the close of escrow and conveyance of the Subject Property and the Cheyenne Parcels to the City. Reimbursement costs related to such termination shall be paid to the non-terminating party as otherwise set forth in this agreement as provided by Paragraph III, above. Once escrow has closed and the Subject Property and the Cheyenne Parcels have been conveyed to the City, termination of this Agreement by either Party is only permitted pursuant to IV(B) or IV(C) below.

B. By the City; Failure to Fund Construction. This Agreement may be terminated by the City, upon a declaration by the City Council at a regularly-scheduled public hearing that the City is not going to fund the construction of the fire station contemplated by this Agreement. Upon this declaration, this Agreement is terminated, and the City shall, by grant, bargain and sale deed, convey the Subject Property back to SCSCAI and SCSCAI shall accept such conveyance and record the deeds reconveying such property. Reimbursement costs related to such termination shall be paid to the non-terminating party as otherwise set forth in this agreement as provided by Paragraph III, above.

C. By SCSCAI; For Cause after Designated Time Period. This Agreement may be terminated by SCSCAI, if the City has not commenced construction by a date prior to ten years from the effective date of this Agreement. SCSCAI shall deliver a written notice of termination to the City, and upon receipt of such notice, the City shall, by grant, bargain and sale deed convey the Subject Property and the Cheyenne Parcels back to SCSCAI and SCSCAI shall accept such conveyance and record the deeds reconveying such property. Reimbursement costs related to such termination shall be paid to the non-terminating party as otherwise set forth in this agreement as provided by Paragraph III, above.

V. Reversion of Subject Parcel to SCSCAI; Limitations.

A. Reversion of the Subject Parcel to SCSCAI. If the City discontinues the use of the Subject Property as a fire station, the Subject Property shall revert back to the ownership of SCSCAI, except as otherwise provided below. For SCSCAI to assert such right of reversion, a discontinuation of use must occur for a period of time longer than one-hundred eighty consecutive (180) calendar days from the date upon which the use of the Subject Property as a fire station was discontinued by the City. At all times subsequent to a discontinuation of the use of the Subject Property as a fire station, the City agrees that it will continue to maintain the Subject Property in a reasonable condition, unless SCSCAI's right to reversion accrues and SCSCAI exercises such right.

B. Use of the Subject Property for an Agreed Public Use Permitted. The Parties acknowledge that the intended use for the Subject Property is as a fire station. However, during the 180 consecutive day period where the use of the fire station is discontinued by the City ("Period of Discontinued Use"), the City and SCSCAI shall meet and confer in good faith as to what other appropriate public uses by the City and residents of SCSCAI, if any, would be acceptable to SCSCAI on the Subject Property and otherwise specifically permitted by the CC&Rs of SCSCAI. During the Period of Discontinued Use, the SCSCAI Board shall consider proposed alternative public uses at a public meeting of the SCSCAI Board, and such proposed public uses shall not be unreasonably denied by the SCSCAI Board. If an alternative public use is approved by the SCSCAI Board, SCSCAI has no right to assert its right of reversion to the Subject Property.

C. Right of Reversion Accrual. SCSCAI acknowledges and understands that it cannot assert any right to revert based upon a delay in the actual construction or initial operation of the fire station by the City, except as provided by Section IV(C), herein.

D. Except as otherwise provided by Section IV(C), above, once the Cheyenne Parcels are conveyed to the City, the Cheyenne Parcels shall remain the property of the City and the City shall be responsible for all costs involved in timely and properly maintaining these parcels. Additionally, the City shall not place any building(s) or other structure(s) on the Cheyenne Parcels without first giving written notice to and receiving input from SCSCAI.

VI. Default and Effect of Default

A. General Default Events; Opportunity to Cure. In the event of any noncompliance with any provision of this Agreement, the Party alleging noncompliance shall deliver to the other by certified mail a five (5) business day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which five (5) business day period the Party alleged to be in default shall not be considered in default for the purposes of the remedies for default as provided herein. If the default is corrected, then no default shall exist and the Party alleging the non-compliance party shall take no further action.

If the default cannot be reasonably cured within the five (5) business day cure period, the non-compliant Party may request a reasonable extension of time from the other Party to cure the default, and as long as the non-compliant party is reasonably acting to cure the default, then the Party alleging the non-compliance shall take no further action. If the non-compliant party does not act reasonably in its cure of the alleged default, the Party alleging the non-compliance may declare the non-compliant party in default.

B. Default; Remedies. If a default exists pursuant to Section VI(A), above, or an alleged default is not corrected within the relevant cure period pursuant to Section VI(A) above, the non-complaint Party is in default, the Party alleging non-compliance may declare the breaching party in default and upon a declaration of default, either Party may institute legal proceedings consistent in a court of competent jurisdiction consistent with the terms of this Agreement.

VII. Miscellaneous Provisions.

A. SCSCAI Representations. SCSCAI represents and warrants as follows:

1. SCSCAI is a Nevada non-profit corporation duly formed and validly existing under the laws of the State of Nevada and has the full corporate power and authority to execute this Agreement.
2. The person signing this Agreement and any documents and instruments in connection herewith on behalf of the SCSCAI has full power and authority to do so. All necessary action has been taken to duly authorize the

execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by SCSCAI of the covenants and obligations to be performed and carried out by it hereunder.

3. SCSCAI, to the best of the SCSCAI' knowledge, is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.
4. There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by SCSCAI or filed by the SCSCAI, or to the best of SCSCAI' knowledge, pending in any current judicial or administrative proceeding against SCSCAI.

B. City Representations. The City represents and warrants as follows:

1. All persons signing this Agreement and/or any documents and instruments in connection herewith on behalf of the City have full corporate and municipal power and authority to do so.
2. All necessary action has been taken to duly authorize the execution and delivery by City of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by City of the covenants and obligations to be performed and carried out by it hereunder.

C. Further Assurances. The Parties shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

D. Survival--Closing. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive each Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

E. Time of Essence. Time is of the essence with respect to the performance of all terms, covenants, conditions and provisions of this Agreement. No provision of the Escrow Instructions shall extend the date of Closing or provide either party hereto with any grace period not provided in this Agreement.

F. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and SCSCAI. No term or provision of this Agreement 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.

G. Governing Law. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Nevada.

H. Entire Agreement; Amendment. Save and except for other agreements to be executed by the Parties as provided herein, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon either Party unless in writing signed by a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by that Party, or of any other provision or condition of the Agreement.

I. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections and subsections.

J. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party causing this Agreement or any part of this Agreement to be drafted. The Parties acknowledge that each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

K. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the governing board of the City effective October 1, 1999, SCSCAI warrants that it has disclosed, on the form attached hereto as "Exhibit 7", all principals and partners of

SCSCAI as well as all persons and entities holding more than one percent (1%) interest in SCSCAI. Throughout the term hereof, the SCSCAI shall notify the City in writing of any significant change in the above disclosure within fifteen (15) days of any such change.

L. Maintenance of Cheyenne Parcels and Northern Flood Channel Wall by City. Upon conveyance of the Cheyenne Parcels to the City as provided herein, the City shall maintain any landscaping existing at the time of conveyance and the northern flood channel wall a part of the Cheyenne Parcels according to City maintenance standards. At no time will the City be responsible for the maintenance, repair, replacement or structural integrity of any SCSCAI Homeowner's Perimeter Wall. A depiction of the Northern Flood Channel Wall is attached hereto as "Exhibit 10".

SCSCAI acknowledges and understands that the City has no plans to improve the landscaping that exists upon the Cheyenne Parcels and that any change to the landscaping is at the sole discretion of the City.

M. Maintenance of Walls by SCSCAI. SCSCAI acknowledges that any and every wall not otherwise defined as the Northern Flood Channel Wall that is adjacent to the Cheyenne Parcels are the responsibility of SCSCAI and such walls shall be maintained and repaired by SCSCAI. The City shall permit SCSCAI to enter the Cheyenne Parcels to repair or maintain such walls upon reasonable notice and approval by the City Department of Field Operations. At the option of SCSCAI, it may request an appropriate written instrument from the City to enter onto the Cheyenne Parcels for maintenance and repair purposes.

SCSCAI hereby agrees to fully indemnify, pay any and all costs to defend and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs for any claims against the City by any party for maintenance, repair, replacement or any other structural damage that occurs or did occur or was alleged to have occurred in the design or construction of any and every wall not otherwise defined as the Northern Flood Channel Wall that is adjacent to the Cheyenne Parcels. As provided at Section I(I)(9), the Parties will negotiate and execute a separate agreement requiring SCSCAI to maintain such walls, and such agreement will delineate the standard by which such walls will be maintained.

N. Ownership and Maintenance of the Drainage Facilities off of the Fire Station property by SCSCAI. SCSCAI acknowledges that the alignment and discharge points for the proposed storm drain improvements as depicted on the approved improvements plans are acceptable to the SCSCAI. SCSCAI does own and shall maintain those portions of the storm drain facilities, inclusive of pipes, cleanouts and riprap located on the SCSCAI property in accordance with the approved improvement plans.

The City acknowledges that it does own and shall maintain those portions of the storm drain facilities located on the Subject Property in accordance with the approved improvement plans.

O. Limited Indemnification.

1. City Indemnification of SCSCAI. Subject to NRS Chapter 41, the City shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless SCSCAI, and its respective officers, members, agents and employees, from and against any and all actions, claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, which may arise out of, be caused by or result from the City's performance of its obligations under this Agreement.

2. SCSCAI Indemnification of City. Subject to NRS Chapter 41, SCSCAI shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the City, and its respective officers, members, agents and employees, from and against any and all actions, claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, which may arise out of, be caused by or result from SCSCAI's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.

By: _____

Its: _____

CITY OF LAS VEGAS

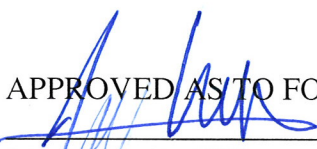
By: _____

OSCAR B. GOODMAN, Mayor

ATTEST:

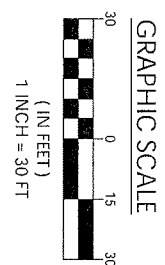
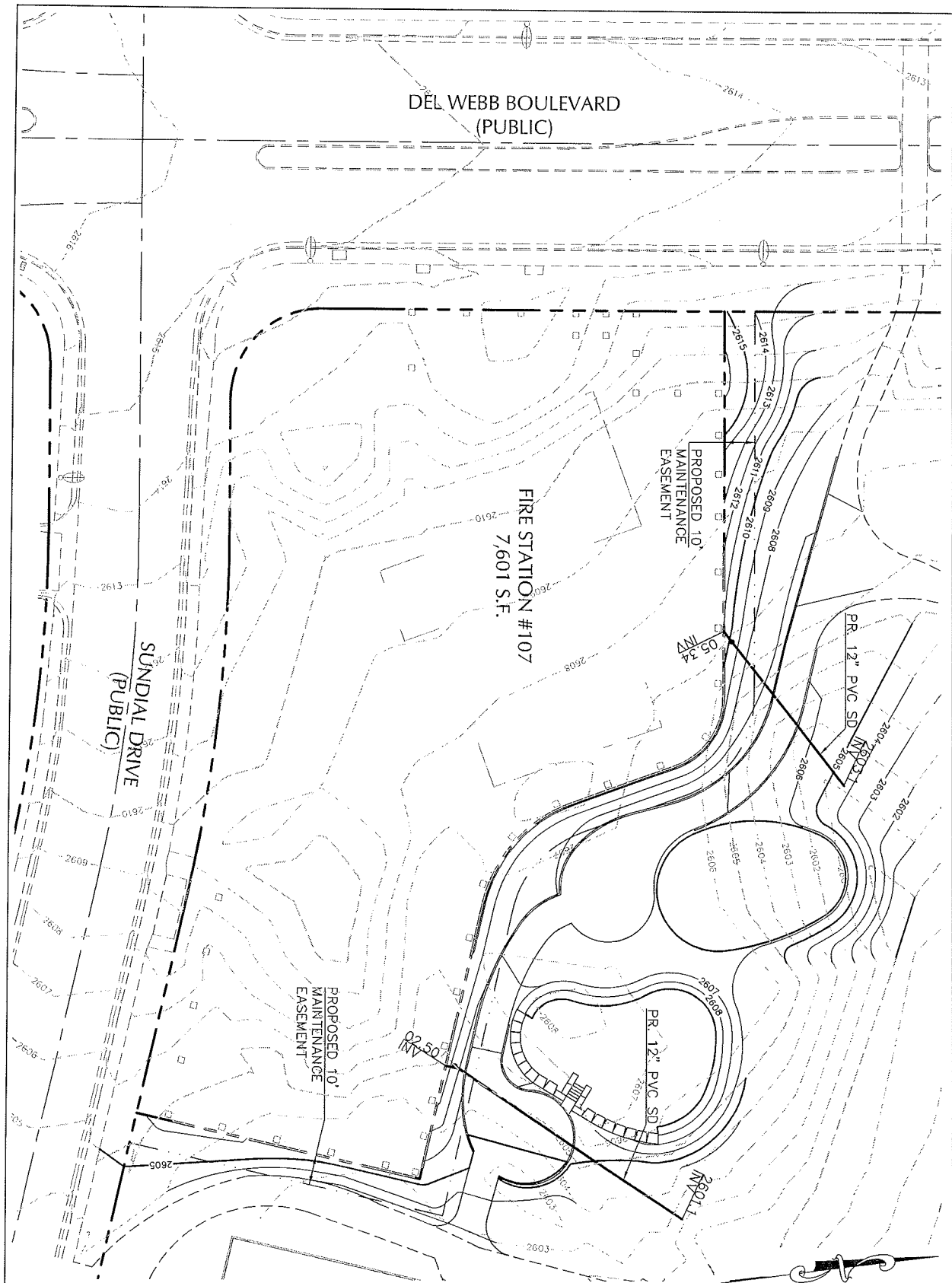
BEVERLY BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:



JAMES B. LEWIS
DEPUTY CITY ATTORNEY

Exhibit 1



DATE 09/03/09
 DESIGN BY R. GOEBEL
 DRAWN BY R. GOEBEL
 CHECKED BY T. MILLER, P.E.



EXHIBIT 1
FIRE STATION #107
PROPOSED SITE PLAN

Exhibit 2

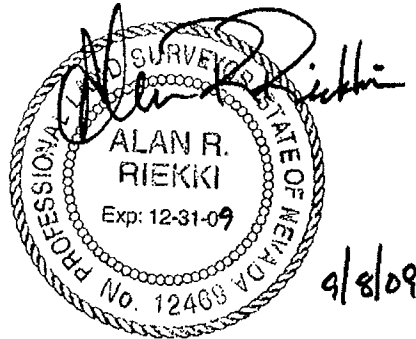
RE: APN 138-17-310-001

SEPTEMBER. 8, 2009

BY: ARR

P.R. BY HJB

(PAGE 1 OF 2)



EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND FOR FIRE STATION 107, LOCATED WITHIN PARCEL 1 OF PARCEL MAP: FILE 84-12, LOCATED AT THE NORTHEAST CORNER OF DEL WEBB BOULEVARD AND SUNDIAL DRIVE, IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF DEL WEBB BOULEVARD AND SUNDIAL DRIVE, AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 84 OF PARCEL MAPS, AT PAGE 12; THENCE NORTH 07°00'00" EAST, ALONG THE CENTERLINE OF SAID DEL WEBB BOULEVARD, 192.63 FEET; THENCE SOUTH 83°00'00" EAST, DEPARTING THE CENTERLINE OF SAID DEL WEBB BOULEVARD, 55.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEL WEBB BOULEVARD, SAME BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 83°00'00" EAST 126.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 24.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 29.32 FEET THROUGH A CENTRAL ANGLE OF 70°00'00"; THENCE TANGENT TO SAID CURVE SOUTH 13°00'00" EAST, 35.95 FEET TO BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 46.00 FEET; THENCE SOUTHEASTERLY 45.91 FEET THROUGH A CENTRAL ANGLE OF 57°11'08"; THENCE TANGENT TO SAID CURVE, SOUTH 70°11'08" EAST, 91.99 FEET; THENCE SOUTH 19°48'52" WEST, 95.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SUNDIAL DRIVE; THENCE NORTH 70°11'08" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 71.71 FEET TO BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 530.00 FEET; THENCE WESTERLY

SEPTEMBER 8, 2009
APN 138-17-310-001
LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)

ALONG SAID CURVE, 118.54 FEET, THROUGH A CENTRAL ANGLE OF $12^{\circ}48'52''$; THENCE TANGENT TO SAID CURVE NORTH $83^{\circ}00'00''$ WEST, 45.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 47.12 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEL WEBB BOULEVARD; THENCE NORTH $07^{\circ}00'00''$ EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 132.63 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 36,833 SQUARE FEET MORE OR LESS.

BASIS OF BEARINGS:

NORTH $07^{\circ}00'00''$ EAST, BEING THE BEARING OF THE CENTERLINE OF DEL WEBB BOULEVARD, AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 84 OF PARCEL MAPS, AT PAGE 12.

END OF DESCRIPTION.

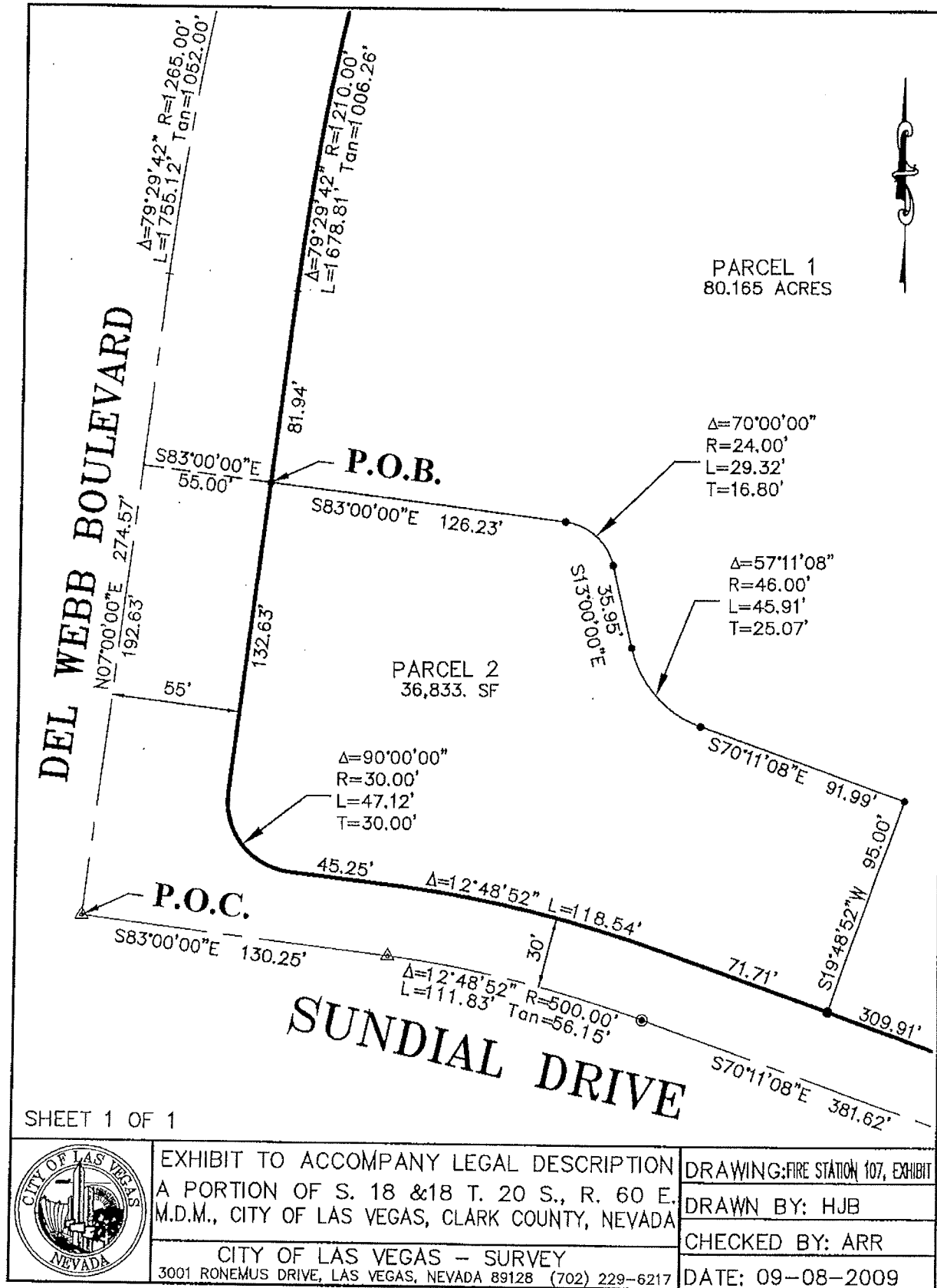


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF S. 18 & 18 T. 20 S., R. 60 E.
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: FIRE STATION 107, EXHIBIT
DRAWN BY: HJB
CHECKED BY: ARR
DATE: 09-08-2009

Exhibit 3



Cheyenne Parcels



Prepared by the City of Las Vegas
Aerial Photo Station
and 99

Exhibit 4



JUNE 12, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:

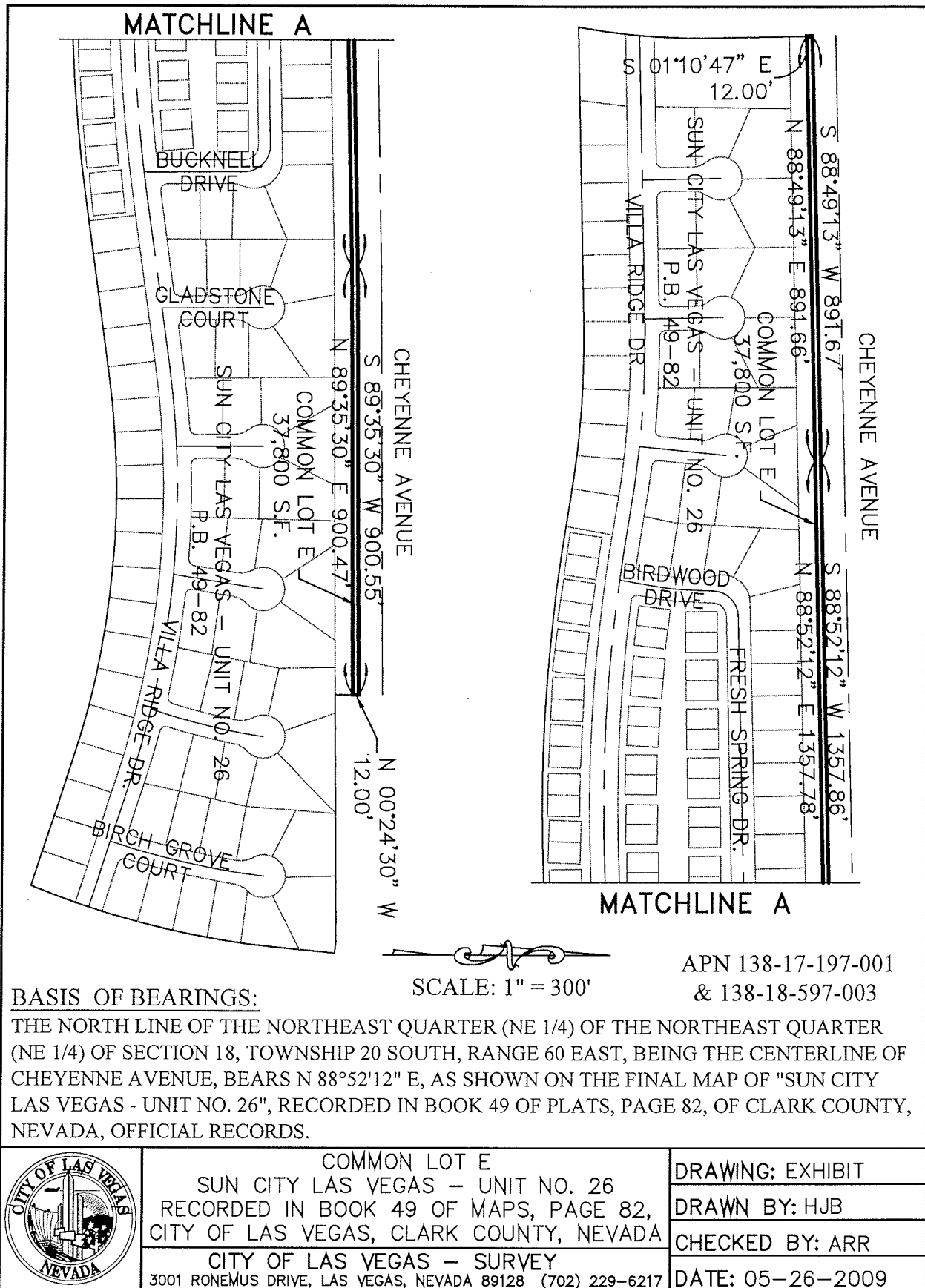
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

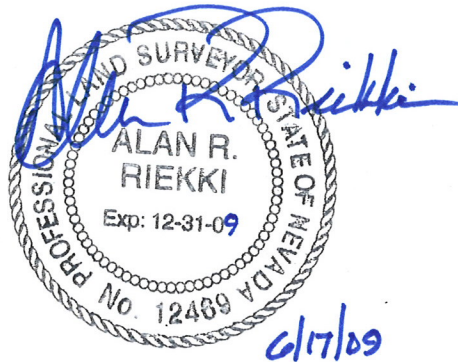
**LEGAL DESCRIPTION
APN 138-17-197-001 &
APN 138-18-597-003**

BEING COMMON LOT E OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS - UNIT NO. 26" RECORDED JUNE, 5, 1991 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 49 OF PLATS, AT PAGE 82, LYING WITHIN SECTIONS 17 & 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 37,800 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.





JUNE 12, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

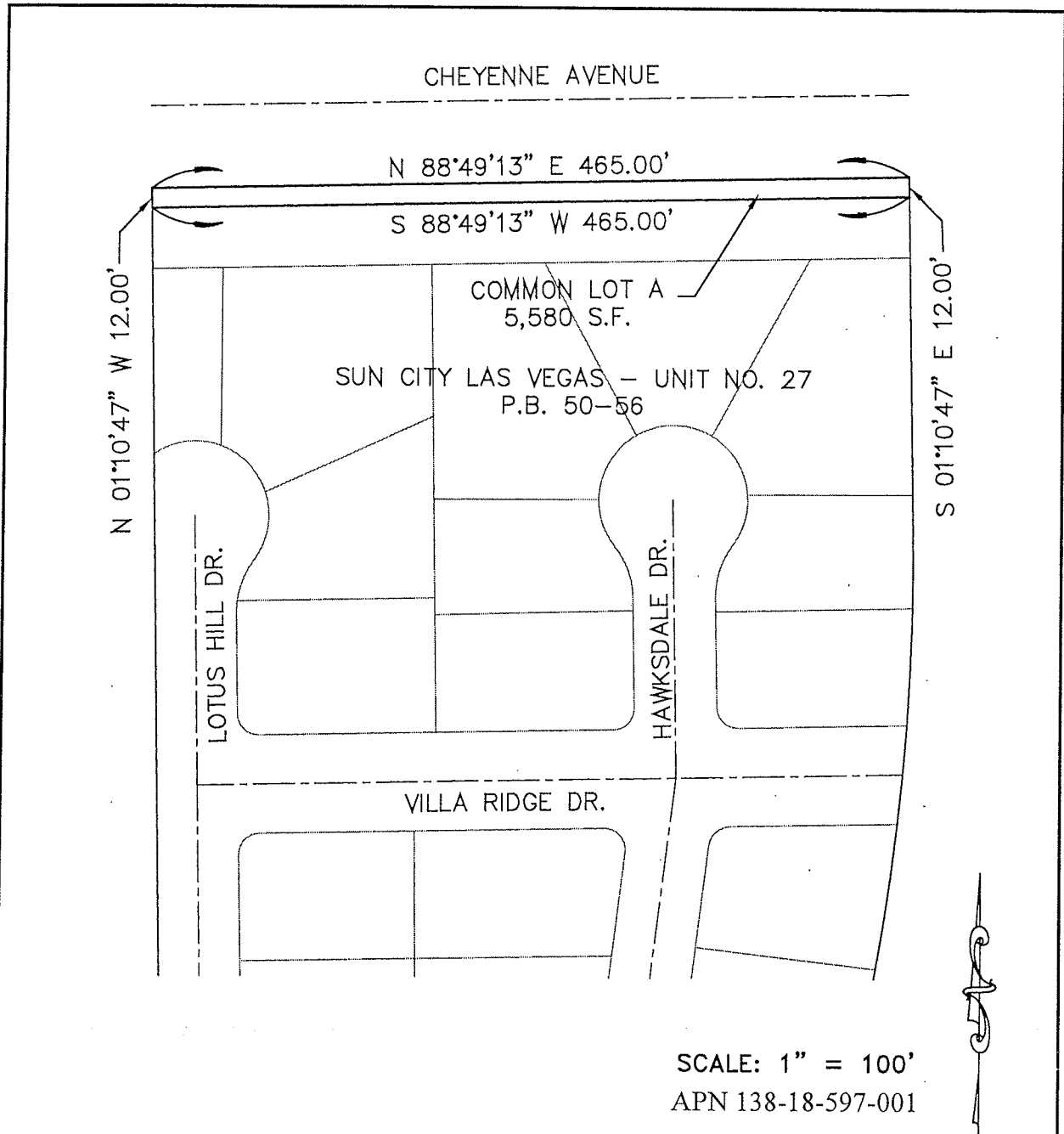
**LEGAL DESCRIPTION
APN 138-18-597-001**

BEING COMMON LOT A OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 27" RECORDED AUGUST 16TH, 1991 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 50 OF PLATS, AT PAGE 56, LYING WITHIN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 5,580 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdkproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-597-001.doc



BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°49'13" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 27", RECORDED IN BOOK 50 OF PLATS, PAGE 56, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

	COMMON LOT A SUN CITY LAS VEGAS - UNIT NO. 27 RECORDED IN BOOK 50 OF MAPS, PAGE 56, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	DRAWING: EXHIBIT
		DRAWN BY: HJB
		CHECKED BY: ARR
		DATE: 05-26-2009

CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217



JUNE 12, 2009
BY: ARR
P.R. BY: JVT
(PAGE 1 OF 1)

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

**LEGAL DESCRIPTION
APN 138-17-597-002**

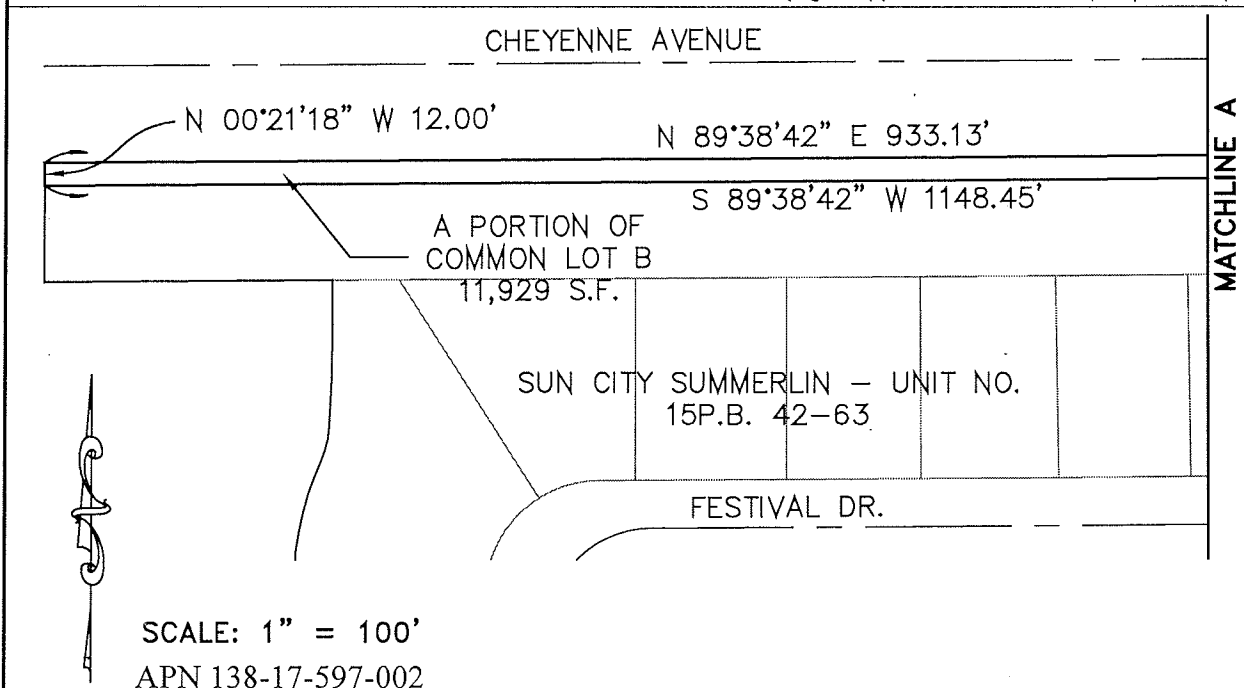
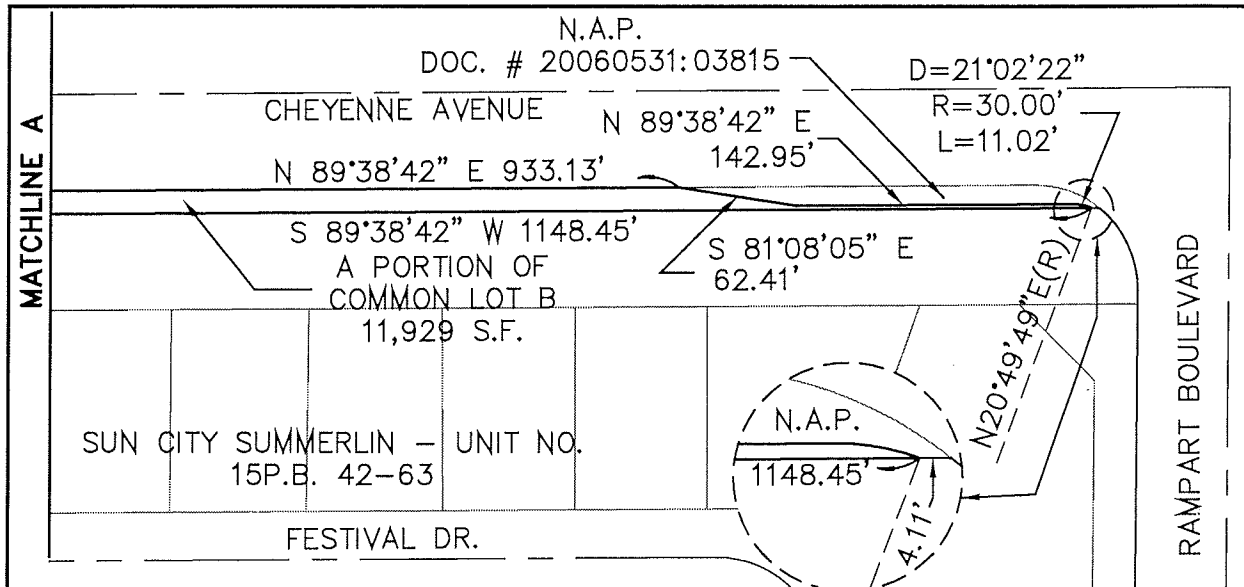
BEING COMMON LOT B OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 15" RECORDED MAY 12, 1989 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 42 OF PLATS, AT PAGE 63, LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

EXCEPTING THEREFROM THAT PORTION OF SAID COMMON LOT B CONVEYED TO THE CITY OF LAS VEGAS BY GRANT DEED RECORDED MAY 5TH, 2006 IN THE OFFICE OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA IN DOCUMENT: 20060531:0003815 CLARK COUNTY, OFFICIAL RECORDS.

CONTAINING 11,929 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

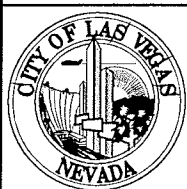
END OF DESCRIPTION.

F:\#Depot\#Department\sdkproj\Survey\FIRE STATION 107-1\legal descriptions\APN 138-17-597-002.do



BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 89°38'42" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY SUMMERLIN - UNIT NO. 15", RECORDED IN BOOK 42 OF PLATS, PAGE 63, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.



A PORTION OF COMMON LOT B
SUN CITY SUMMERLIN - UNIT NO. 15
RECORDED IN BOOK 42 OF MAPS, PAGE 63,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: EXHIBIT

DRAWN BY: HJB

CHECKED BY: ARR

DATE: 05-26-2009



JUNE 15, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

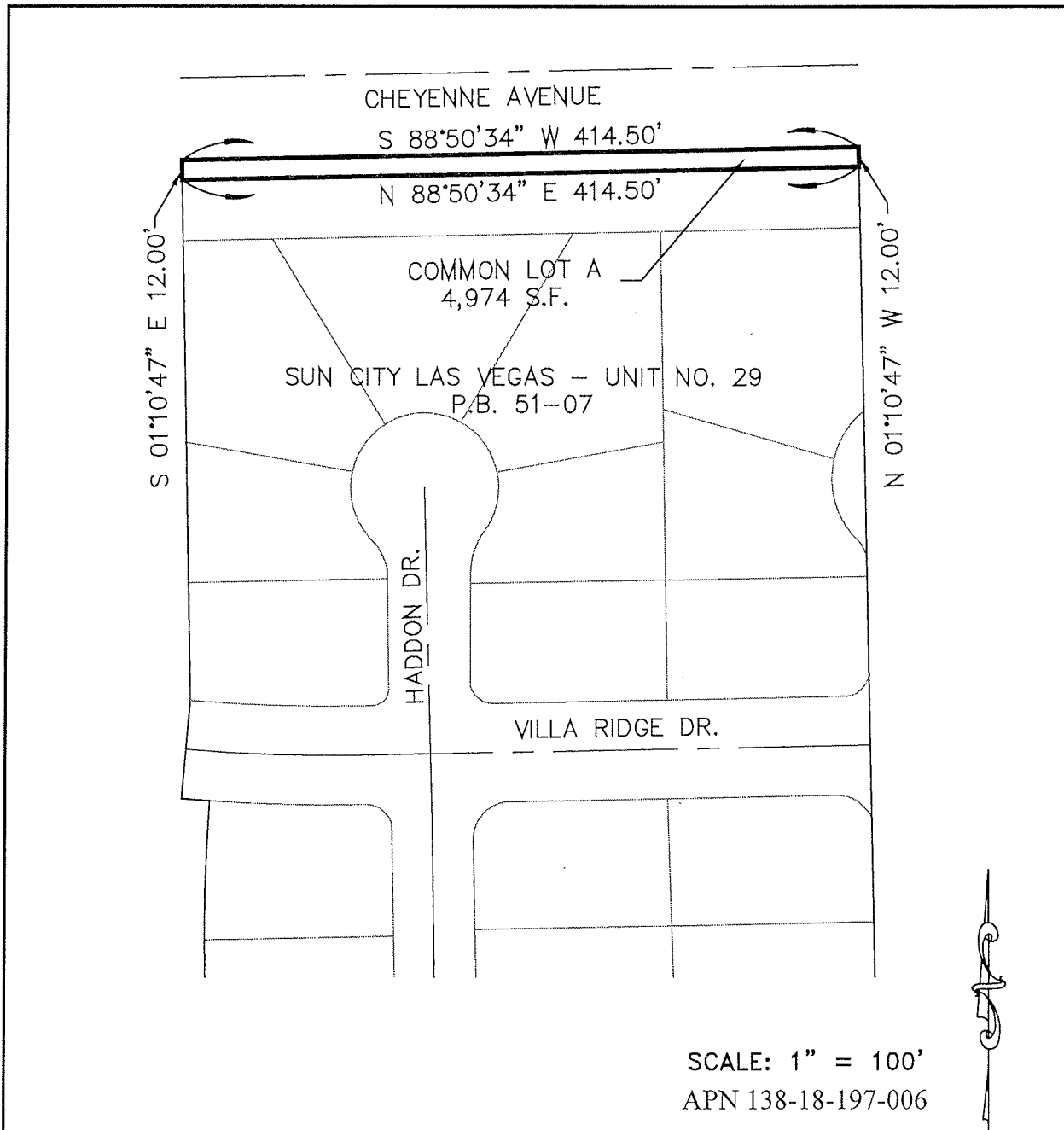
**LEGAL DESCRIPTION
APN 138-18-197-006**

BEING COMMON LOT A OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 29" RECORDED OCTOBER 18th, 1991 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 51 OF PLATS, AT PAGE 7, LYING WITHIN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 4,974 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdkproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-197-006.doc



BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

	COMMON LOT A		DRAWING: EXHIBIT
	SUN CITY LAS VEGAS — UNIT NO. 29		DRAWN BY: HJB
	RECORDED IN BOOK 51 OF MAPS, PAGE 07,		CHECKED BY: ARR
	CITY OF LAS VEGAS, CLARK COUNTY, NEVADA		DATE: 05-26-2009
	CITY OF LAS VEGAS — SURVEY		
	3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217		



JUNE 12, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

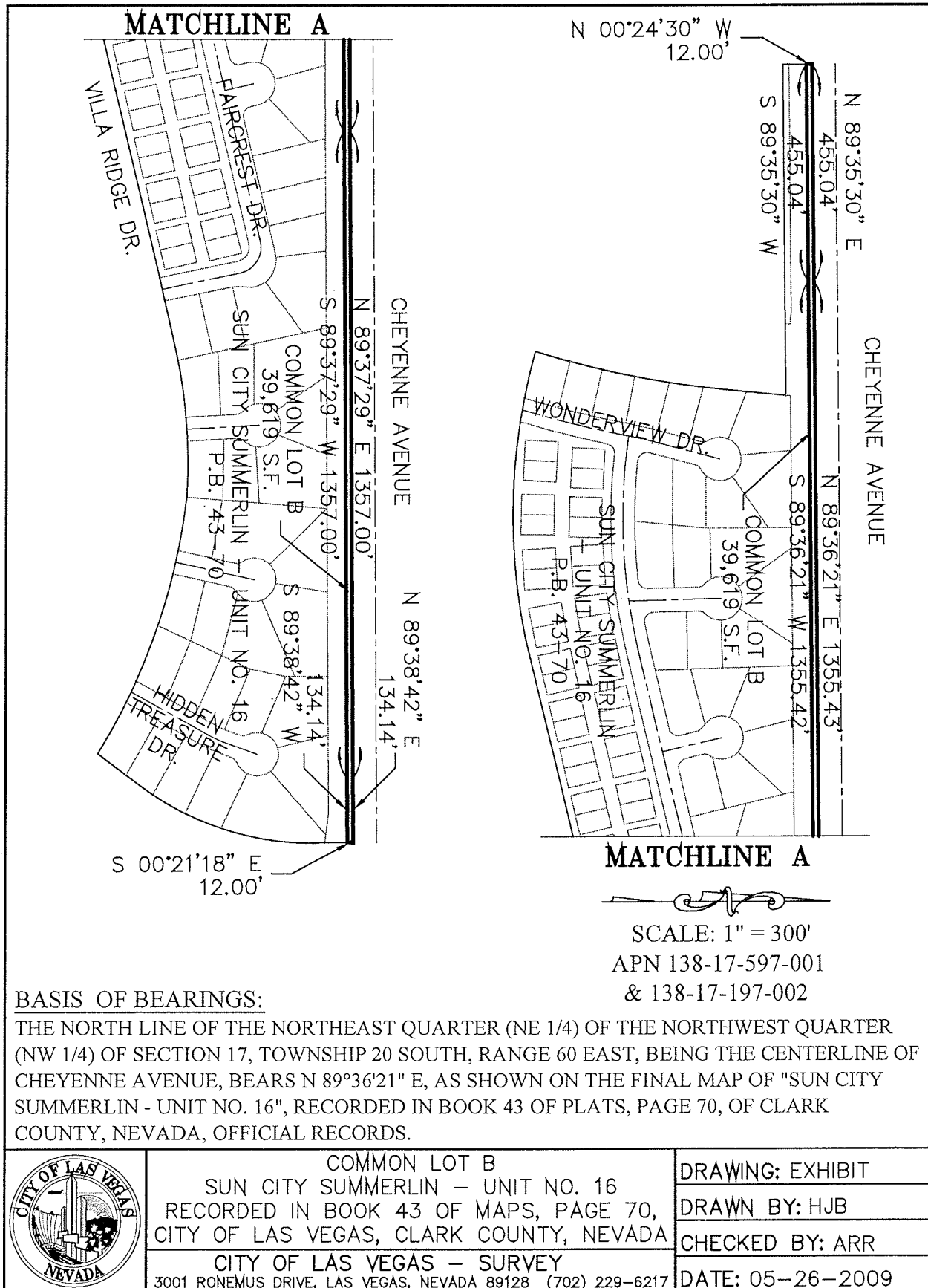
**LEGAL DESCRIPTION
APN 138-17-597-001**

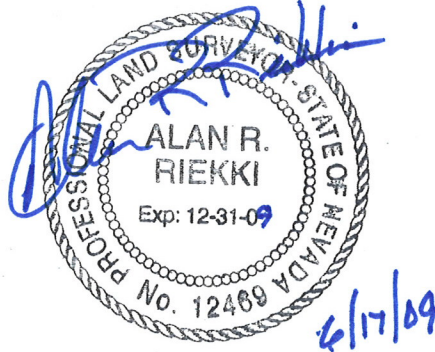
BEING COMMON LOT B OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY SUMMERLIN – UNIT NO. 16" RECORDED SEPTEMBER 1, 1989 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 43 OF PLATS, AT PAGE 70, LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 39,619 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-17-597-001.doc





JUNE 15, 2009
BY: JVT
P.R. BY: ARR
(PAGE 1 OF 1)

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF CHEYENNE BOULEVARD WEST OF RAMPART BOULEVARD FOR DEED PURPOSES

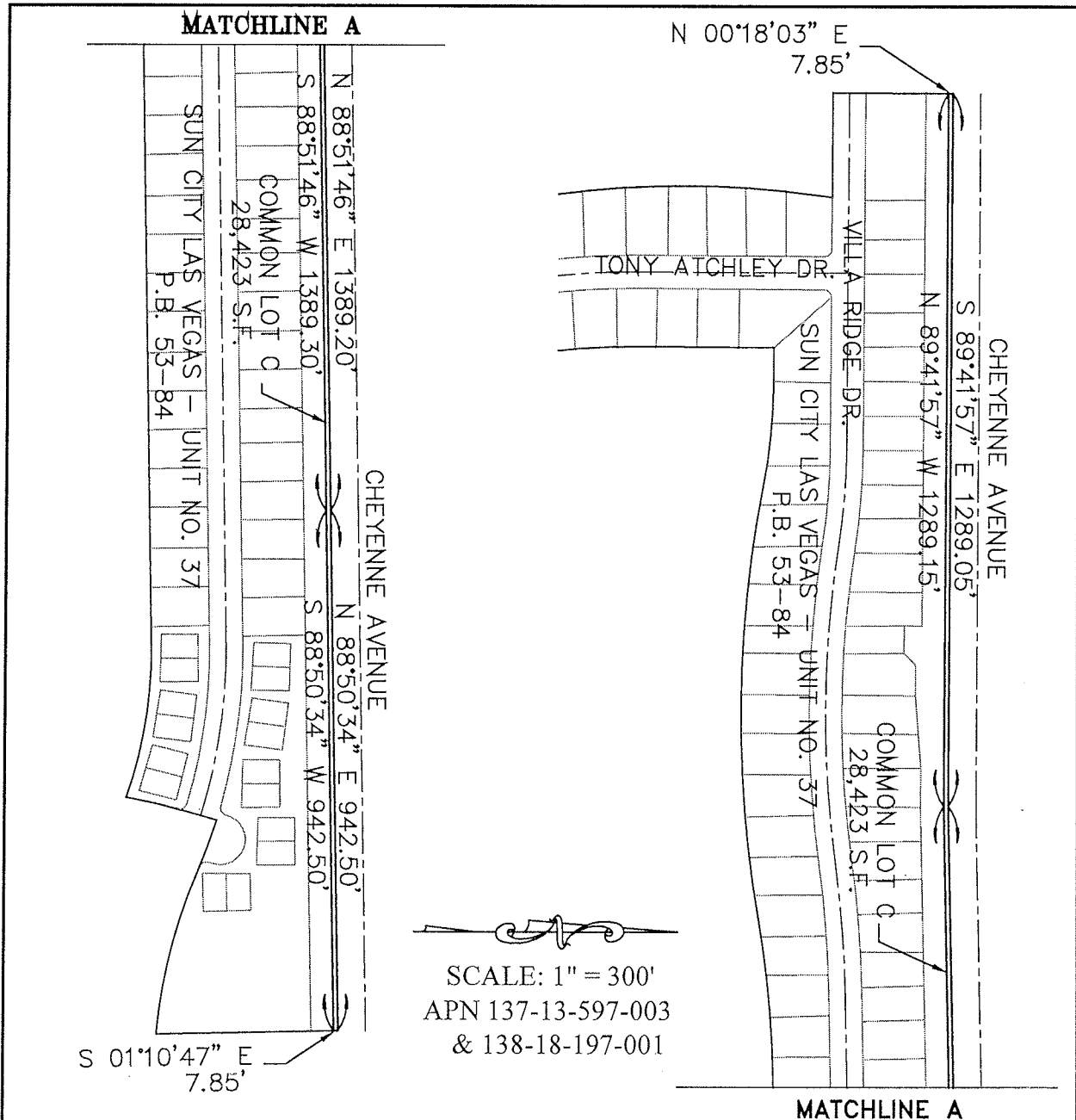
**LEGAL DESCRIPTION
APN 138-18-197-001 &
APN 137-13-597-003**

BEING COMMON LOT C OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 37" RECORDED SEPTEMBER 4th, 1992 IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY NEVADA IN BOOK 53 OF PLATS, AT PAGE 84, LYING WITHIN SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST AND SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA.

CONTAINING 28,423 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

F:\#Depot\#Department\sdskproj\Survey\FIRE STATION 107-1\legal descriptions\138-18-197-001.doc



BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.



COMMON LOT C
SUN CITY LAS VEGAS - UNIT NO. 37
RECORDED IN BOOK 53 OF MAPS, PAGE 84,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: EXHIBIT

DRAWN BY: HJB

CHECKED BY: ARR

DATE: 05-26-2009



SEPTEMBER 8, 2009
BY: ARR
P.R. BY HJB
(PAGE 1 OF 1)

EXPLANATION:

THIS LAND DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTHEAST OF CHEYENNE BOULEVARD AND THE 215 BELTWAY FOR DEED PURPOSES.

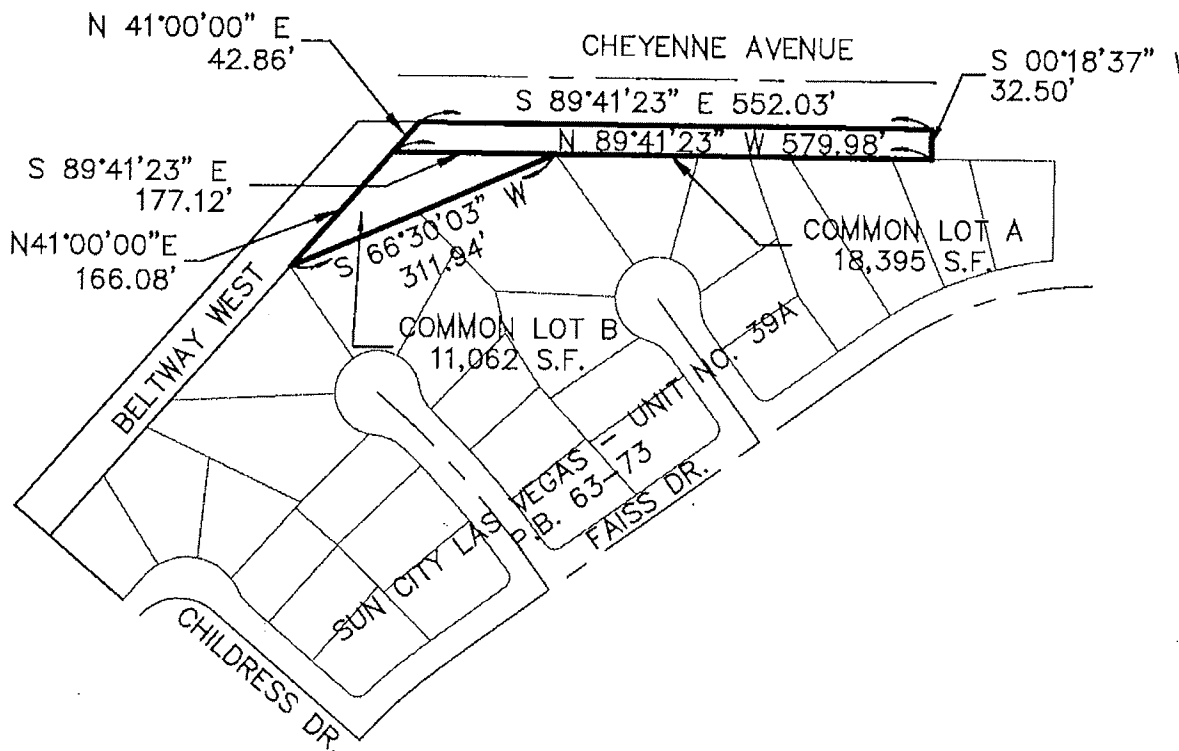
LEGAL DESCRIPTION

APN 137-13-197-005 & APN 137-13-197-008

BEING COMMON LOT "A" AND COMMON LOT "B" OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 39A" RECORDED AUGUST 31, 1994 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 63 OF PLATS AT PAGE 73, LYING WITHIN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING A TOTAL ACREAGE OF 29,457 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.



SCALE: 1" = 200'
 APN 137-13-197-005
 & APN 137-13-197-008

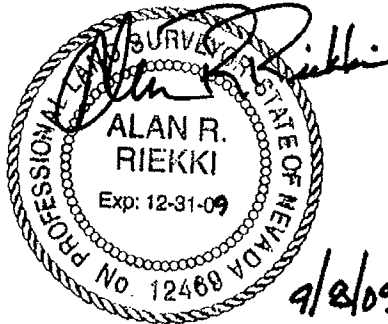
BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.



COMMON LOTS A & B
 SUN CITY LAS VEGAS - UNIT NO. 39A
 RECORDED IN BOOK 63 OF MAPS, PAGE 73,
 CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
 CITY OF LAS VEGAS - SURVEY
 3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: EXHIBIT
 DRAWN BY: HJB
 CHECKED BY: ARR
 DATE: 09-03-2009



SEPTEMBER 8, 2009
BY: ARR
P.R. BY HJB
(PAGE 1 OF 1)

EXPLANATION:

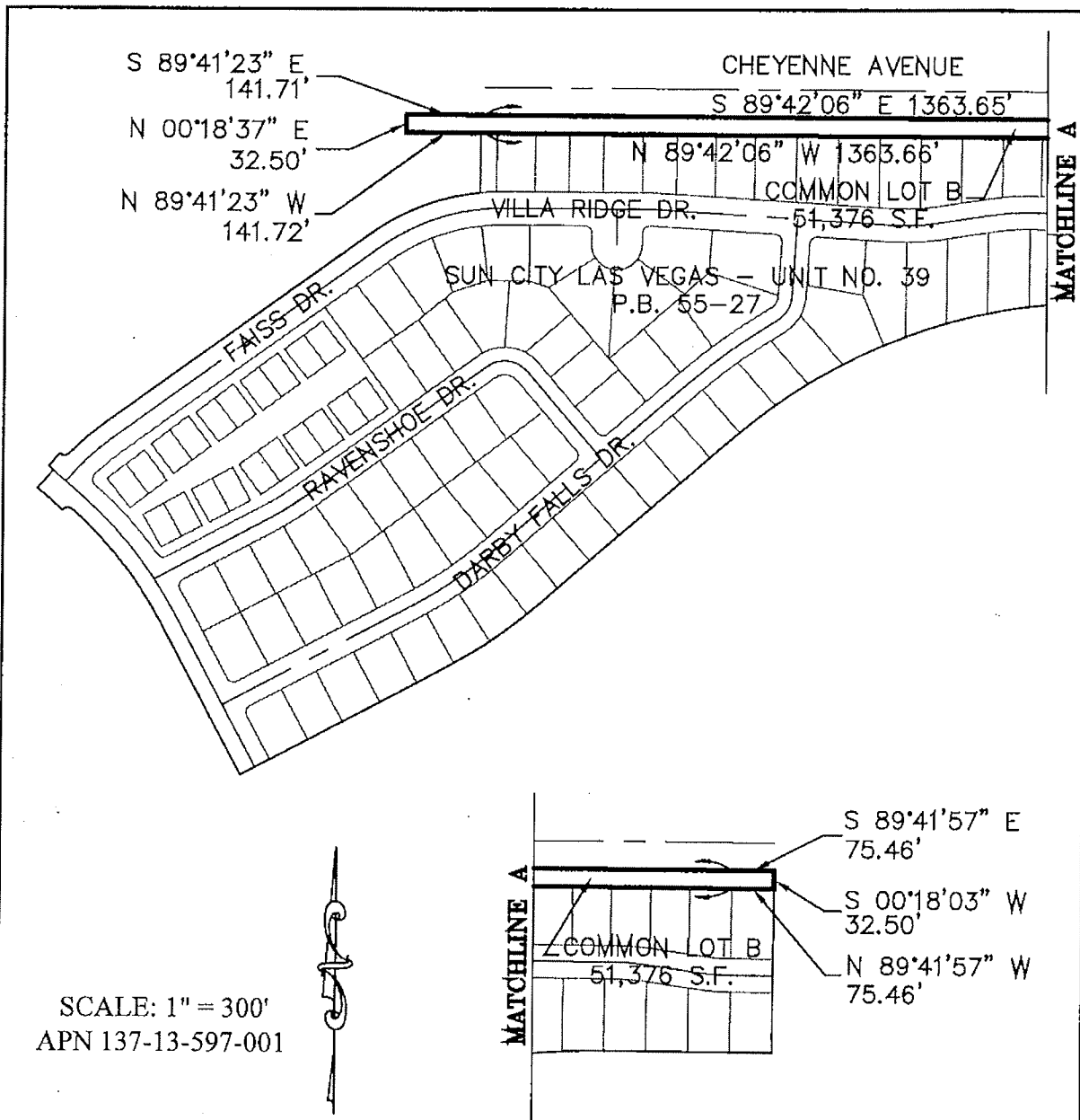
THIS LAND DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTH OF CHEYENNE BOULEVARD EAST OF THE 215 BELTWAY FOR DEED PURPOSES.

**LEGAL DESCRIPTION
APN 137-13-597-001**

BEING COMMON LOT "B" OF THAT CERTAIN SUBDIVISION KNOWN AS "SUN CITY LAS VEGAS – UNIT NO. 39" RECORDED JANUARY 15, 1993 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 55 OF PLATS AT PAGE 27, LYING WITHIN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING A TOTAL ACREAGE OF 51,376 SQUARE FEET AS SHOWN ON SAID PLAT.

END OF DESCRIPTION.



BASIS OF BEARINGS:

THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 60 EAST, BEING THE CENTERLINE OF CHEYENNE AVENUE, BEARS N 88°51'46" E, AS SHOWN ON THE FINAL MAP OF "SUN CITY LAS VEGAS - UNIT NO. 37", RECORDED IN BOOK 53 OF PLATS, PAGE 84, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.



COMMON LOT B
 SUN CITY LAS VEGAS - UNIT NO. 39
 RECORDED IN BOOK 55 OF MAPS, PAGE 27,
 CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
 CITY OF LAS VEGAS - SURVEY
 3001 RONEUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: EXHIBIT
 DRAWN BY: HJB
 CHECKED BY: ARR
 DATE: 09-03-2009

Exhibit 5

**MAINTENANCE AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND THE SUN CITY
SUMMERLIN COMMUNITY ASSOCIATION, INC.**

This Maintenance Agreement between the City of Las Vegas and the Sun City Summerlin Community Association, Inc. ("Maintenance Agreement") is dated this _____ day of _____, 2010, by and between the City of Las Vegas (the "City") and the Sun City Summerlin Community Association, Inc ("SCSCAI"). The City and SCSCAI may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

1. The City and SCSCAI entered into that certain Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association, Inc. on _____, 200__, ("Conveyance Agreement") whereby SCSCAI sold certain real property to the City for a nominal sum, provided that the City design and construct a fire station upon such property. The Conveyance Agreement is attached hereto as Exhibit 1. Unless otherwise indicated herein, all capitalized terms in this Maintenance Agreement shall be defined as indicated in the Conveyance Agreement.

2. Among other things, the provisions of the Conveyance Agreement require that the Parties enter into a separate agreement to: 1) memorialize SCSCAI's ongoing obligation to maintain storm sewer facilities constructed on SCSCAI golf course property; 2) memorialize the City's ongoing obligation to maintain the Cheyenne Parcels at its sole discretion; and 3) memorialize SCSCAI's acknowledgement that SCSCAI is responsible for, or SCSCAI's CC&Rs require an adjacent homeowner to be responsible for the maintenance, repair and structural stability of the SCSCAI Homeowner's Perimeter Wall. The Parties would not have otherwise entered into the Conveyance Agreement unless this Agreement was subsequently negotiated and executed by the Parties.

3. This Maintenance Agreement shall accomplish the requirements of the Conveyance Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. Obligations of SCSCAI.

A. Maintenance of the Storm Sewer Facilities on SCSCAI Property.

1. SCSCAI acknowledges and agrees that the alignment and discharge points for the storm drain improvements as depicted on the City's approved Fire Station 107 Civil Improvement Plans ("FS 107 Plans") are acceptable to SCSCAI.

2. SCSCAI acknowledges that it does own and will perpetually maintain any and all portions of the storm drain improvements that are located or to be located on SCSCAI property. Maintenance of these storm drain improvements, include, but are not limited to maintenance of all pipes, cleanouts and riprap and other related appurtenances in accordance with the FS 107 Plans.

3. The Parties acknowledge that there are numerous storm drain facilities that carry storm and nuisance flow from real property owned by SCSCAI or individual landowners within the Sun City Summerlin residential development, and such facilities directly transport storm and nuisance flow into the Cheyenne Road flood control channel. SCSCAI acknowledges that such facilities existing upon any property not owned by the City are the maintenance responsibility of SCSCAI or an individual landowner, as the case may be.

4. The Parties explicitly acknowledge the existence of drainage ports within the SCSCAI Homeowner's Perimeter Wall and the southern wall of the Cheyenne Road flood control channel. SCSCAI acknowledges that the City is not responsible for the functionality, maintenance or repair of these drainage ports.

B. Acknowledgement of Perpetual Obligation to Maintain SCSCAI Homeowner's Perimeter Wall.

1. SCSCAI acknowledges and agrees that SCSCAI is responsible for, or SCSCAI'S CC&Rs require an adjacent homeowner to be responsible for all maintenance, repair and structural stability of the SCSCAI Homeowner's Perimeter Wall in perpetuity. This includes, but is not limited to general maintenance of such wall, the maintaining structural stability of such wall, graffiti removal and restoration and or reconstruction of such wall when damaged.

2. If the City becomes aware of a maintenance or repair issue regarding the SCSCAI Homeowner's Perimeter Wall, the City may choose to notify SCSCAI of such issue(s). If the City does notify SCSCAI of such issue(s), SCSCAI shall respond in writing within fourteen (14) calendar days as to how it plans to proceed with the maintenance or repair of such wall. This process does not prevent or otherwise preclude the City's Code Enforcement Department from taking all legal action to require the repair or maintenance of such wall if necessary after the expiration of the fourteen (14) calendar day notice period.

3. SCSCAI acknowledges and agrees that the City is in no way responsible for the repair or ongoing maintenance of the SCSCAI Homeowner's Perimeter Wall, even if a portion of such wall is found to be upon the Cheyenne Parcels after conveyance of the Cheyenne Parcels to the City.

4. SCSCAI acknowledges that any and every wall not otherwise defined as the Northern Flood Channel Wall that is adjacent to or upon the Cheyenne Parcels are the responsibility of SCSCAI and such walls shall be maintained and repaired by SCSCAI. The City shall permit SCSCAI to enter the Cheyenne Parcels to repair or maintain such walls upon reasonable notice and approval by the City Department of Field Operations. At the option of SCSCAI, it may request an appropriate written instrument from the City to enter onto the Cheyenne Parcels for maintenance and repair purposes.

SCSCAI hereby agrees to fully indemnify, pay any and all costs to defend and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs for any claims against the City by any party for maintenance, repair, replacement or any other structural damage that occurs or did occur or was alleged to have occurred in the design or construction of any and every wall not otherwise defined as the Northern Flood Channel Wall.

C. Cheyenne Parcel Maintenance.

The Parties acknowledge and agree that there are no landscaping irrigation facilities in place upon or among the Cheyenne Parcels, and that the City has no plans to improve upon the landscaping that currently exists upon the Cheyenne Parcels. The Parties further acknowledge and agree that while the City is responsible for the ongoing maintenance of the landscaping upon the Cheyenne Parcels once conveyed pursuant to the Conveyance Agreement, the level of such landscaping maintenance is at the sole discretion of the City.

D. Subject Property Maintenance.

SCSCAI shall be responsible for all ongoing maintenance to the Subject Parcel after conveyance of such parcel to the City, until such time as the Tee Box reconstruction is commenced. As provided by the terms of the Conveyance Agreement, SCSCAI shall enter into a separate encroachment agreement with the City for SCSCAI'S use of the Subject Property subsequent to the conveyance of the Subject Parcel to the City, and that agreement shall obligate SCSCAI to provide such maintenance and define the standards of such maintenance.

II. Obligations of the City.

A. Defining the Northern Flood Channel Wall.

The Parties acknowledge that the Northern Flood Channel Wall is defined as follows:

1. The Cheyenne Road flood control channel is a concrete-line drainage channel adjacent to Cheyenne Road and much of the northern boundary of the Sun City Summerlin residential development;

2. Such channel begins at the eastern boundary line of SCSCAI-owned parcel APN 137-13-511-058 and continues past the eastern boundary of the Sun City Summerlin residential development at Rampart Boulevard;

3. Along this channel, as limited by Section II(A)(2), above, the wall on the northern edge of this channel constitutes the Northern Flood Channel Wall.

B. Maintenance of the Northern Flood Channel Wall.

The City acknowledges and agrees that once the Northern Flood Channel Wall is conveyed to the City as a part of the Cheyenne Parcels, the City is responsible for any and all interior and exterior maintenance and repair of the Northern Flood Channel Wall. The City shall maintain and repair such wall so as to maintain its structural integrity, be free from graffiti, and be timely and properly repainted and repaired as required.

C. SCSCAI Responsibility for Chain-Link Fence.

SCSCAI acknowledges the existence of a chain-link fence at the west end of the Cheyenne Road flood control channel, and SCSCAI further acknowledges that such fence is in place as an solely as an access control method for SCSCAI. SCSCAI acknowledges that such fence is the maintenance responsibility of SCSCAI, and not of the City. The City acknowledges and agrees that the existence of the fence is solely at the option of SCSCAI, and if SCSCAI desires to remove the fence, the City has no objection.

D. Maintenance of the Storm Drain Facilities upon the Fire Station Site.

The City will own and maintain those portions of the storm drain facilities located upon the Fire Station Site in accordance with the FS 107 Plans, upon commencement of construction of the fire station.

III. Miscellaneous.

A. Default.

1. General Default Events; Opportunity to Cure. In the event of any noncompliance with any provision of this Agreement, the Party alleging noncompliance shall deliver to the other by certified mail a five (5) business day notice of default and opportunity to cure. The time of notice shall be measured from the second day after the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which 5 business day period the Party alleged to be in default shall not be considered in default for the purposes of the remedies for default as provided herein. If the default is corrected, then no default shall exist and the Party alleging the non-compliance party shall take no further action.

If the default cannot be reasonably cured within the five (5) business day cure period, the

non-compliant Party may request a reasonable extension of time from the other Party to cure the default, and as long as the non-compliant party is reasonably acting to cure the default, then the Party alleging the non-compliance shall take no further action. If the non-compliant party does not act reasonably in its cure of the alleged default, the Party alleging the non-compliance may declare the non-compliant party in default.

2. Default; Remedies. If a default exists pursuant to Section III(A), above, or an alleged default is not corrected within the relevant cure period pursuant to Section III(A) above, the non-complaint Party is in default, the Party alleging non-compliance may declare the breaching party in default and upon a declaration of default, either Party may institute legal proceedings consistent in a court of competent jurisdiction consistent with the terms of this Agreement.

B. SCSCAI Representations. SCSCAI represents and warrants as follows:

1. SCSCAI is a Nevada non-profit corporation duly formed and validly existing under the laws of the State of Nevada and has the full corporate power and authority to execute this Agreement.

2. The person signing this Agreement and any documents and instruments in connection herewith on behalf of the SCSCAI has full power and authority to do so. All necessary action has been taken to duly authorize the execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by SCSCAI of the covenants and obligations to be performed and carried out by it hereunder.

3. SCSCAI, to the best of the SCSCAI'S knowledge, is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

C. City Representations. The City represents and warrants as follows:

1. All persons signing this Agreement and/or any documents and instruments in connection herewith on behalf of the City have full corporate and municipal power and authority to do so.

2. All necessary action has been taken to duly authorize the execution and delivery by City of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by City of the covenants and obligations to be performed and carried out by it hereunder.

D. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and SCSCAI. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

E. Governing Law. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Nevada.

F. Entire Agreement; Amendment. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon either Party unless in writing signed by a duly authorized agent of that Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by that Party, or of any other provision or condition of the Agreement.

G. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections and subsections.

H. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party causing this Agreement or any part of this Agreement to be drafted. The Parties acknowledge that each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

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I. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the governing board of the City effective October 1, 1999, SCSCAI warrants that it has disclosed, on the form attached hereto as "Exhibit 2", all principals and partners of SCSCAI as well as all persons and entities holding more than one percent (1%) interest in SCSCAI. Throughout the term hereof, the SCSCAI shall notify the City in writing of any significant change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC

By: _____

Its: _____

CITY OF LAS VEGAS

By: _____

OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

JAMES B. LEWIS
DEPUTY CITY ATTORNEY

EXHIBIT 1

Intentionally Omitted as Duplicative

EXHIBIT 2

DISCLOSURE OF PRINCIPALS

The following is a list of the principals of Sun City Summerlin Community Association, Inc., a Nevada non-profit corporation, including all persons and entities holding more than a one percent (1%) interest in Sun City Summerlin Community Association, Inc.

NAME	BUSINESS ADDRESS	BUSINESS PHONE	RELATIONSHIP
None			

The undersigned hereby certifies, under penalty of perjury, that the foregoing list is full and complete.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.
a Nevada non-profit corporation

By:

Name:

Exhibit 6

**LAS VEGAS FIRE & RESCUE
STANDARD OPERATING PROCEDURES**

OPERATIONS	NOISE REDUCTION POLICY FOR FIRE STATION 10
Effective Date: 07/19/02	
Supersedes: NEW	M.P. 200.40 Page 1 of 2

- I. **INTRODUCTION** In a cooperative effort to provide the highest level of emergency fire and paramedic services to the citizens of Las Vegas, the City Council approved the re-zoning of the property located at Martin Luther King Boulevard and Wall Street with this policy and these procedures included as a "condition of zoning". As long as Fire Station 10 is located and operating at this location, the following policy will be in effect.
- A. Purpose:** To provide assurance to the immediate neighbors of Fire Station 10 that Las Vegas Fire & Rescue is committed to doing everything possible to abate unnecessary noise, particularly from sirens, air horns, and back-up alarms.
- B. Scope:** These procedures will be implemented and enforced by all Las Vegas Fire & Rescue personnel when on the premises of Station 10 and in the immediate vicinity. This policy will remain in effect as long as Fire Station 10 is located at Martin Luther King Boulevard and Wall Street location.
- C. Author:** The Deputy Chief of Operations, through the S.O.P. Coordinator, shall be responsible for the content, revision, and annual review of this instruction.
- II. **RESPONSIBILITY**
- A. Deputy Chief of Operations:** The Deputy Chief of Operations is responsible for personnel awareness and implementation of these procedures.
- B. Station 10 Staff:** Personnel assigned to Fire Station 10 are responsible to be familiar with and practice these procedures at all times.
- C. All Other Las Vegas Fire & Rescue Personnel:** Personnel department-wide are responsible to be familiar with and comply with these procedures when conducting Las Vegas Fire & Rescue business at or from Fire Station 10.
- III. **POLICY** It is the policy of Las Vegas Fire & Rescue to provide quality customer service during both emergency and non-emergency operations. While emergency response requires expedition, often provided through the use of extreme public alert devices, units responding to emergencies from Fire Station 10 will do so in as quiet a manner as is possible.

**LAS VEGAS FIRE & RESCUE
STANDARD OPERATING PROCEDURES**

OPERATIONS	NOISE REDUCTION POLICY FOR FIRE STATION 10
Effective Date: 07/19/02	
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IV. PROCEDURE

A. Emergency Responses:

1. Las Vegas Fire & Rescue units will refrain from using sirens except when required by traffic conditions, until reaching main thoroughfares.
2. Las Vegas Fire & Rescue units will access the area east of Interstate 15 via Wall Street.
3. Traffic signals will control the flow of traffic in front of Station 10 and at the intersection of Oakey Boulevard and Martin Luther King to provide emergency response onto Oakey Boulevard without the use of sirens. The quiet zone will continue on Oakey Boulevard from MLK Boulevard to Rancho Drive.
4. Access into the Scotch Eighties community will be made through the crash gate located on the southwest corner of the Fire Station property and will be used only when necessary. The use of the crash gate will be for fire department business only.
5. Exceptions to the noise abatement policy will be made only when absolutely necessary, e.g. a life threatening situation.

B. Non-Emergency Activity:

1. All units returning to Fire Station 10 will utilize the paved driveway that provides rear access into the parking stalls. This will minimize the need for fire engines and ambulances to back up.
2. When it is necessary for fire units to back up, normal departmental back-up procedures will be followed, providing a firefighter to spot the driver, eliminating the use of back-up alarms.
3. Outside speakers for the station vocal system will be turned off after dark.
4. Radios and other alerting devices will be adjusted to low volume and used during daylight hours only.
5. Lynn testing
6. Jason Testing

EXHIBIT "7"

DISCLOSURE OF PRINCIPALS

The following is a list of the principals of Sun City Summerlin Community Association, Inc., a Nevada non-profit corporation, including all persons and entities holding more than a one percent (1%) interest in Sun City Summerlin Community Association, Inc.

NAME	BUSINESS ADDRESS	BUSINESS PHONE	RELATIONSHIP
None			

The undersigned hereby certifies, under penalty of perjury, that the foregoing list is full and complete.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.
a Nevada non-profit corporation

By:
Name: