

CONTRACT
Legal Consulting Services for Symphony Park

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY PARKWAY V, INC., (hereinafter "CP V") a non-profit corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and Santoro, Driggs, Walch, Kearney, Holly & Thompson (hereinafter the "Firm"), LTD, located at 400 South Fourth Street, Las Vegas, Nevada 89101.

SECTION A – Contract Form

The subject matter of this Contract is the performance of legal services in matters relating to City Parkway V, City Parkway IV A and other parties as outlined in Attachment 1 to this contract.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) "*Award Date*" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of CP V.
- (b) "*City*" means the City of Las Vegas.
- (c) "*City Council*" means the governing body of the City of Las Vegas.
- (d) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by CP V and the Firm.
- (e) "*Firm*" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (f) "*Firm Representative*" means the individual authorized to act on behalf of the Firm regarding routine matters arising under or relating to this Contract.
- (g) "*Non-exclusive Contract*" means a Contract under which CP V agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (h) "*Not-To-Exceed Amount*" means the dollar expenditure limit placed on performance which will include all labor, reimbursable expenses, overhead and fee.
- (i) "*Reimbursable Expenses*" means expenses associated with activities and duties required to provide services such reproduction, reports, telephone, facsimile and other materials approved by the Project Manager.

B-2 Contract Type

This Contract provides for legal counsel services. The contract type is Labor Hour with allowable payment for ancillary costs related to the labor incurred. This is a Non-exclusive Contract.

B-3 Contract Value

The amount of the Contract shall not exceed Two Hundred and Seventy Thousand Dollars (\$270,000) per year.

B-4 Compensation

- (a) The Company will be compensated in accordance with the fee schedule set forth in Paragraph B-4 (c), below.
- (b) **Not-To-Exceed (NTE) Amount.** CP V will pay the Firm for services performed at fixed labor rates and for the payment of expenses limited to a NTE amount of Two Hundred and Seventy Thousand Dollars (\$270,000) per year. The Firm shall provide written notification to CP V when it has reached 85 percent (85%) of the NTE amount. If the Firm believes the work cannot be completed within the NTE amount, it shall provide an

estimate by labor category of the additional budget needed. A modification to increase the NTE may be negotiated, or CP V may elect to terminate the contract. The Firm shall in no event exceed the NTE amount without prior written authorization.

- (c) **Attorney Fees**. CP V will pay the Firm fixed hourly labor rates to be pro-rated for actual time incurred.

<u>Name</u>	<u>Hourly Billing Rate</u>
Gregory J. Walch	\$400.00
Stacy Harrop	\$275.00
Natasha Dalton	\$150.00

Other attorneys may be utilized from time to time, and Labor rates remain in effect until August 16, 2010 at which time the Firm may submit a request for price adjustment to the City. Price adjustments are subject to negotiation. There may only be one price adjustment per subsequent twelve (12) month periods.

- (d) **Reimbursable Expenses**. CP V will reimburse the Firm for Reimbursable Expenses incurred in the performance of services up to the NTE amount. The Firm will invoice such expenses at actual cost without an additional mark-up fee. No reimbursable cost in excess of Ten Thousand Dollars (\$10,000) shall be incurred without prior approval of CP V. The Firm will not charge for Reimbursable Expenses consisting of travel or express deliveries to any Nevada location, or for long distance telephone calls within the United States.

B-5 Contract Term/Delivery Schedule

- (a) The contract term is from date of award for a period of twelve (12) months. CP V reserves the right to exercise five (5) one-year options to extend the Contract period. CP V will provide a written notice of its intent to exercise an option to the Firm within thirty (30) days of the Contract expiration date. If the Contract is extended, the Firm will honor the current fixed price labor rates stated in B-3(4) unless otherwise modified through negotiation. The Firm is not obligated to incur expenses and CPV is not obligated to pay claims for these options unless CP V exercises them in writing. This last sentence is confusing. Perhaps change to: The Firm may not assume the Contract has been renewed absent written notification from CP V.

B-6 Payment/Invoices

Firm shall submit monthly invoices to CP V for the previous month's charges for services provided to CP V. All invoices should identify the following:

- (i) Performance dates covered.
- (ii) Date of the invoice.
- (III) Associated purchase order number.
- (iv) Percentage of the Not-to-Exceed amount expended; and
- (v) Any reasonable supporting information requested by CP V.

ORIGINAL TO: Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

WITH COPY TO: Department of Business Development
ATTN: Scott Adams, Director
City Hall/2nd Floor
400 Stewart Ave.
Las Vegas, NV 89101

AND: Department of Finance and Business Services
ATTN: Mark Vincent, Director
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

- (c) A representative of the Firm shall review the invoice in a manner to reasonably cause the invoice to be just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from CP V, The City, or any other source.

SECTION C – Statement of Work

C-1 General Scope of Services

- (a) The Firm shall provide the services listed in the Engagement Letter, dated July 7, 2010, Attachment 1 attached hereto and incorporated as a part of this Agreement.
- (b) CP V empowers the Firm to take such legal action as may be advisable in the judgment of the Firm in disputed matters, provided that the Firm will not effect a final compromise without the prior approval of CP V or its designated representative. The Firm has no authority to bind CP V to any agreement or payment to a third party under this Contract.
- (c) Services provided by the Firm are limited to those contracted explicitly herein. Additional services may, however, be provided by the Firm under this Contract if so requested by CP V and mutually agreed to by both parties. Additional services will only be performed pursuant to a written contract modification, executed by both parties.
- (d) The Firm will provide CP V with status reports as the City may reasonably request.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:
- (i) received by the party to whom it is directed by hand delivery or personal service, or
 - (ii) transmitted by facsimile with confirmation of transmission, or
 - (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE FIRM: Gregory J. Walch
 Santoro, Driggs, Walch, Kearney, Holley & Thompson
 400 S. Fourth Street, Third Floor
 Las Vegas NV 89101
 Fax: (702) 791-1912

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Firm Representative, as appropriate.

D-2 Personnel

The Firm's work on City Parkway V will be done primarily by attorneys in the Firm's municipal finance department located in its Las Vegas, Nevada offices. Gregory J. Walch, who is a licensed Nevada attorney and resident of Nevada, will be the principal lawyer involved in performing legal services for CP V pursuant to this Contract. In addition, the Firm may be assisted in performing these legal services by lawyers who are not licensed to practice law in Nevada. Generally, these lawyers assist in matters of federal law, but sometimes are consulted in attempting to resolve other questions, and these lawyers also sometimes assist the Firm in legal research and document drafting. In any event, the Firm's Nevada lawyers will be responsible for all legal services and legal work rendered to CP V pursuant to this contract, and all formal legal opinions will be rendered and executed by Nevada lawyers, Santoro, Driggs, Walch, Kearney, Holley & Thompson, LTD, which is the name under which the Firm's Nevada office does business.

D-3 Experts

The Firm may employ experts to assist with matters regarding work under this Contract. Advance authorization must be obtained by the Firm from CP V. Expert fees will be paid by CP V at cost.

D-4 Project Manager/Company Representative [CAO-7/24/08]

- (a) CP V designates Scott Carter as the Project Manager for this Contract. CP V will provide written notice to the Firm should there be a subsequent Project Manager change. The Project Manager will be the Firm's principal point of contact at CP V regarding any matters relating to this Contract, will provide all general direction to the Firm regarding Contract performance, and will provide guidance regarding CP V's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Firm designates Gregory J. Walch as the Firm Representative for this Contract. The Firm will provide written notice to CP V should there be a subsequent Firm Representative change. CP V has the right to assume that the Firm Representative has full authority to act for the Firm on all matters arising under or relating to this Contract.

D-5 Warranty – Services [CAO-7/24/08]

The Firm warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Firm to perform the services in accordance with this Contract, the Firm shall, at no cost to CP V, re-perform or perform the services so that the services conform to the warranty.

D-6 Licenses/Registrations

During the entire performance period of this Contract, the Firm shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Contract.

D-7 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of CP V are exclusively the property of CP V.

D-8 Attorney/Client Relationship

In the performance of services under this Contract, City Parkway V will be the Firm's client and an attorney-client relationship will exist between City Parkway V and the Firm. The Firm represents CP V rather than City Council, individual Council elected officials or City officers and employees.

D-9 Exclusive Benefit of the Parties

This contract is not intended to create any rights, powers or interests in any third party, and this Contract is entered into for the exclusive benefit of CP V and the Firm.

D-10 Conflict of Interest - Firm

The Firm shall abide by and perform its duties in accordance with the ethics of the legal profession and all federal and state laws and regulations regulating the practice of law.

D-11 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, CP V is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Firm, the Firm shall notify CP V of its intent to proceed further with the claim or dispute and, in response thereto, CP V shall notify the Firm as to its selected forum for resolution. For any and all claims or disputes asserted by CP V, CP V shall notify the Firm of its intent to proceed with further resolution and, in the same notice, whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by CP V as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of CP V provided personnel, data, or equipment, the Firm immediately shall notify CP V in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, CP V will advise the Firm in writing of the action which will be taken to remedy the situation.
- (b) The Firm shall advise CP V in writing of an impending failure to meet established milestones or delivery dates based on the Firm's failure to perform. Notice shall be provided as soon as the Firm is aware of the situation; however, such notice shall not relieve the Firm from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

CP V shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from CP V to the Firm specifying the extent and effective date of the termination. On the effective date of the termination, the Firm shall terminate all work and take all reasonable actions to mitigate expenses. The Firm shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by CP V. In the event of such termination, CP V agrees to pay the Firm within 30 days after receipt of a correct, adequately documented written request. CP V's sole liability under this Paragraph is for payment of the costs for the services requested by CP V and actually performed by the Firm.

E-4 Insurance R

The Firm shall procure, at its own expense, and maintain during the term of this Contract, Professional Liability Insurance (Errors and Omissions) in a policy limit of not less than \$ 10,000,000, with \$500,000 retention.

E-5 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-6 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of CP V to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of CP V to thereafter enforce each and every provision of this Contract.

E-7 Audit of Records [CAO-8/5/08]

- (a) The Firm agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Firm goes out of business, the Firm shall forward the books and records to CP V to be retained by CP V for the period of time required herein.
- (b) CP V, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Firm pertaining to the performance of this Contract during normal business hours. CP V will provide prior written notice to the Firm of the audit and inspection. If the books and records are not located within Clark County, the Firm agrees to deliver them to CP V, or to an address designated by CP V within Clark County. In lieu of such delivery, the Company may elect to reimburse CP V for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Firm's office. If the books and records provided to CP V are incomplete, the Firm agrees to remedy the deficiency after written notice thereof from CP V, and to reimburse CP V for any additional costs associated therewith including, without limitation, having to revisit the Firm's office. The Firm's failure to remedy the deficiency shall constitute a material breach of this Agreement. CP V shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph
- (c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, CP V or CP V's designated representative(s) find the dollar liability is less than payments made by CP V to the Firm, the Firm agrees that the difference shall be either: (a) repaid immediately by the Firm to CP V or (b) at CP V's option, credited against any future billings due the Firm.

E-8 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Firm and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of CP V. The Firm shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. CP V shall hold the Firm as the sole responsible party for the performance of this Contract. The Firm shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with CP V. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-9 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-10 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-11 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of CP V, who is authorized in such capacity and on behalf of CP V to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for CP V, who is authorized in such capacity and on behalf of CP V to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of CP V relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, CP V may immediately terminate this Contract for convenience.

E-12 Public Records [CAO-7/24/08]

CP V is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). CP V's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-13 Confidentiality [CAO-7/24/08]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Firm is confidential and privileged. The Firm shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of CP V. The Firm shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of CP V is obtained. Upon request by CP V, The Firm shall promptly return to CP V all confidential information supplied by CP V, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by CP V, then in the public domain; (ii) the information is known to the Firm prior to obtaining the same from CP V; (iii) the information is obtained by the Firm from a third party who did not receive the same directly or indirectly from CP V; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Firm shall notify CP V and CP V, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-14 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between CP V and the Firm. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-15 Limitation of Funding [CAO-7/24/08]

CP V reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to CP V, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-16 Marketing Restrictions [CAO-7/24/08]

The Firm may not publish or sell any information from or about this Contract without the prior written consent of CP V. This restriction does not apply to the use of CP V's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Firm or its services

E-17 Indemnification

- (a) In addition to the insurance requirements set forth in Paragraph 6-5 (Insurance), the Firm shall protect, indemnify and hold harmless CP V, the City of Las Vegas, their officers, employees, agents, and consultants (collectively herein "CP V") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments, including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered or sought against CP V, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Firm, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, except where such Liabilities are caused by CP V.
- (b) If a third party claim against CP V for negligent performance by the Firm is within the limits of its liability insurance and the insurance company has accepted CP V's tender of defense, then CP V will pay the Firm what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, CP V, for its protection, may retain any money due and owing the Firm under this Contract until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Firm, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to CP V.
- (c) It is expressly agreed that the Firm shall defend CP V against the Liabilities and, in the event that the Firm fails to do so, CP V shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Firm.

E-18 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract, and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Engagement Letter	July 7, 2010	6
Attachment 2	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]		4

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY PARKWAY V, INC.

ELIZABETH FRETWELL, President
"CP V"

ATTEST:

Scott D. Adams, Secretary

APPROVED AS TO FORM:

J. Ponticello 8/24/10
Date

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY, & THOMPSON, LTD

GREGORY J. WALCH
"Firm"



SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON

110013-JL
Legal Consulting Services for
Symphony Park
Attachment 1

400 SOUTH FOURTH STREET, THIRD FLOOR • LAS VEGAS, NEVADA 89101 • 702.791.0308 • FAX 702.791.1912
800 SOUTH MEADOWS PARKWAY - SUITE 800 • RENO - NEVADA - 89521 - (775) 851.8700 - FAX (775) 851.7681

From the desk of: Gregory J. Walch
e-mail: gwalch@nevadafirm.com

July 7, 2010

Via email and U.S. Mail

Scott Carter
Redevelopment Officer
City of Las Vegas
Office of Business Development
400 Stewart Ave., 2nd Floor
Las Vegas, Nevada 89101

RE: Engagement of Santoro, Driggs, Walch, Kearney,
Holley & Thompson (the "Firm")

Dear Mr. Carter:

This letter updates the Firm's previous engagement to perform services relating to Lot 5 at Symphony Park. In particular, the Firm will continue to advise the City of Las Vegas, the City's Office of Business Development, and the owners of Lot 5 regarding environmental matters, as well as to litigate the case styled CITY PARKWAY V, INC., a Nevada not-for-profit corporation; CITY PARKWAY IV A, INC., a Nevada not-for-profit corporation; OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation, Plaintiffs, v. UNION PACIFIC RAILROAD COMPANY, a foreign corporation; DOE DEFENDANTS, 1 through 10 inclusive; and ROE CORPORATIONS, I through X, inclusive, Defendants, which is now in the Federal District Court for the State of Nevada and designated Case No. 2:09-cv-01299-PMP-GWF. We will perform and bill for services in accordance with the attached statement of Policies Relating to Professional Fees and Services ("Policies"). My current billing rate is \$400 per hour and Stacy Harrop, who assists me in environmental matters, bills as a rate of \$275 per hour. We use paralegals from time to time when in our opinion a task can be done just as effectively at a lesser cost than that which would be charged by attorneys. Our paralegal, Natasha Dalton, bills at a rate of \$150 per hour.

Please indicate your consent to the terms of this Engagement Letter, together with the accompanying Policies, by executing the letter in the space provided below. We look forward to continuing our work on behalf of the City.

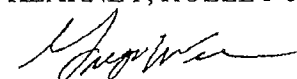
Mr. Scott Carter
July 7, 2010
Page 2

110013-JL
Legal Consulting Services for
Symphony Park
Attachment 1

As always, if you have any questions, please feel free to call.

Sincerely,

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON


Gregory J. Walch

CITY PARKWAY V, INC.

BETSY FRETWELL, President

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Date

Its: _____

GJW:gjw
Enclosure

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON

Policies Relating to Professional Fees and Services

This statement of Policies Relating to Professional Fees and Services ("Policies") describes how Santoro, Driggs, Walch, Kearney, Holley & Thompson bills for legal services rendered and expenses incurred in connection with client matters. We believe that we can serve our clients better if they know about our billing policies at the beginning of our representation.

In order to help us determine the value of services that we render on behalf of our clients, our attorneys and paralegals maintain written records of the actual time they spend working for each client in 1/10 hour increments. Billed time includes all time spent on the case and encompasses activities such as conferences, telephone calls, pretrial discovery of data, trial preparation, drafting of documents, correspondence and pleadings, negotiations, legal research, court time, and travel time. Those rendering services are assigned an hourly rate based upon the type of work that they perform and their level of experience and skill. We periodically review our rates and make adjustments as necessary. Although our hourly rates are the most common component of our fees, they are not the only factor that we take into account in determining the value of our services. For example, consideration will be given to the type of services that we have been asked to perform, any special level of skill or expertise required, the size and scope of the matter, any special time constraints imposed, expedited matters, and the results of our efforts.

In addition to our fees for services, our clients are responsible for all out-of-pocket costs that we incur on their behalf. For example, charges for court reporting services, expenses associated with travel, long-distance telephone calls, computerized research services, courier services, fax and other forms of communication, and any other out-of-pocket expenses will be billed to the client. While we may sometimes advance our funds to cover out-of-pocket expenses incurred on behalf of a client, we reserve the right to pass any such expenses on to our clients for payment directly to the person who provided the services. We will make every effort to include the out-of-pocket disbursements that we make on our clients' behalf in their next monthly statement. However, some disbursements, such as telephone charges, are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred.

Our statements for services rendered and costs incurred are sent to our clients on a monthly basis unless other arrangements have been made. All statements are due and payable upon receipt. Any statements not paid in full within thirty (30) days of the statement date will be assessed a late charge on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month; late charges are due on the first day of each subsequent thirty-day period. Whether or not the client calls with an inquiry, any dispute as to the accuracy or validity of any billed charges, or requests for adjustment of any costs, expenses, or fees for legal services billed to the client, must be made in writing to our Firm Administrator within thirty (30) days of the date of the statement containing that cost, expense, or fee for legal services. If the client does not do so within thirty (30) days of a billing statement, the statement will be conclusively presumed to be correct. In other words, if the client does not contact us in writing within thirty (30) days of a billing statement, the client will have irrevocably agreed that the statement is accurate and correct. We

reserve the right to withdraw from representation in the matter if timely payment is not received. The client will pay any fees and costs that are incurred by us to collect fees, costs, or expenses from the client, including reasonable attorney's fees.

We also have the right at our discretion to withdraw from a client's case if the client misrepresents or fails to disclose material facts to us, fails to follow our advice, fails to cooperate in the preparation of the case, or in the event we determine it is not in our mutual interests to continue the representation. A client may discharge us at any time for any reason. The client will be responsible for any fees and costs incurred prior to our withdrawal or discharge, and time and costs expended to turn over the files and other information to the client or to substitute counsel.

We expect a client to be truthful in all communications to us and to keep us informed of developments as they occur during the pendency of the case. In addition, we expect to be accurately informed of a client's address, telephone number, and whereabouts at all times throughout the case. A client is also to provide us, at the beginning of our representation, all information regarding all of the client's insurance policies, whether the client believes them to be applicable or not. A client's failure to do so may result in the loss of important rights, and we will not be able to advise the client with respect to the possibility of insurance coverage without having this information at the outset of the representation.

The firm normally requires a refundable retainer fee before commencing work. At our discretion, this retainer will be credited against the time expended by us and against the costs incurred on the client's behalf. Alternatively, we may require, again at our discretion, a client to pay on a monthly basis for time expended by us on the client's representation and costs incurred on the client's behalf without using the retainer funds for that purpose, permitting us to maintain the retainer fee as security for future fee payments. In addition to any monthly replenishment of the initial retainer fee deposit, we may from time to time require additional deposits of retainer funds in anticipation of an evidentiary hearing, lengthy deposition, trial, or other large cost whenever we believe that the retainer deposit is insufficient to cover the expected costs, expenses, and fees for legal services likely to be incurred through the next billing cycle. A client's failure to deposit an additional requested retainer deposit by the specified date will be cause for us to withdraw from the representation. If the retainer is exhausted, we may require the client, at our discretion, to pay an additional retainer or provide other security for our fee. Any retainer deposit not used for costs, expenses, and fees for legal services will be refunded to the client at the conclusion of the representation. However, in the event we quote a "flat-fee" for services to be rendered to the client, no portion of that payment will be refunded, even if the accrued costs and fees are less than the amount of the quoted fee.

We are sometimes asked to estimate the legal fees and other costs that will be incurred in connection with a particular matter. While we are happy to do that when possible, but it should be understood that any such estimate necessarily incorporates a number of assumptions. There are almost always uncertainties involved in the handling of any legal matter, particularly when other parties are involved whose actions may significantly impact the work required to protect our client's interest. Accordingly, no such estimate is to be interpreted as a guarantee or maximum unless expressly so stated. The actual fees and costs may be more or less than any estimate, and the client will be charged on the basis described above without regard to that

estimate. The fees and costs incurred in connection with our representation of a client are not contingent upon the successful completion of any project.

We will, in our discretion, use associate counsel, legal assistants, or paralegals for work on a particular matter as we might deem appropriate. Such persons shall be billed at their regular billing rate. We will endeavor to apportion work to such persons so as to minimize costs and maximize effectiveness. Under certain circumstances, more than one member of our staff may work on a matter for the client simultaneously, in which case both members of our staff should be expected to bill for the time spent. An example would include a trial or contested evidentiary hearing during which, in our discretion, the full participation of more than one person is necessary to properly attend to the client's case. Another typical example is when an attorney may need another attorney or a paralegal present to keep track of the file, take notes, or otherwise assist at a hearing or trial.

If a court awards attorney's fees to our client (or to us on our client's behalf), and such sums are actually collected, they shall be applied against any outstanding charges on the client's bill. The client, however, remains responsible for payment of our services. A court order awarding attorney's fees from the opposing party does not relieve Client of the primary responsibility for paying our invoice for fees and advanced costs, or make any work done to collect the attorney's fees awarded any different from any other work performed by us. All attorney's fees awarded and actually collected that are not needed to pay the client's invoice from us (or replenish the retainer fee deposit) shall be paid to the client. Likewise, a court could order our client to pay fees or costs to the opposing party under certain circumstances.

It may become necessary in the preparation of the client's case for us to hire expert witnesses, consultants, or investigators. We will not hire such persons unless the client agrees to pay their fees and charges, but we will select which persons should be hired. The client's refusal to authorize hiring of such persons when we consider them necessary could greatly injure the client's case, and if the absence of such persons makes it impossible, in our discretion, to continue with the case, we may withdraw from the representation.

The client will grant us a lien on any and all claims or causes of action that are related to the subject of our representation. The attorney's lien will be for any sums due and owing to us at the conclusion of our services. The lien will attach to any recovery the client may obtain, whether by arbitration award, judgment, settlement, or otherwise. Any amounts received by us on the client's behalf may be used to pay the client's account.

We will retain possession of the client's file and all information therein until full payment of all costs, expenses, and fees for legal services, subject to turnover or destruction of the file as set forth below. After payment of all sums due and upon the client's request, we will deliver the client's file (other than our personal notes, briefs, and work product that we elect to retain) to the client, along with any of the client funds or property in our possession. If we are not instructed otherwise, the client's file will be kept in our office for a limited time after completion of the case and then sent to off-site storage, where it will be held for a period not to exceed seven years. Files are destroyed seven years after the closure of the case file without any further notice.

The client may discharge us at any time, although court rules might still require us to file a motion to withdraw. We may withdraw from our representation of any client at any time at our discretion. In either such circumstance, the client shall sign any documents necessary to permit us to withdraw. If the client shall desire to retain other counsel, then we shall be paid the amount then due and owing for work performed for the client.

Nothing in our statements to the client will be construed as a promise or guarantee about the outcome of the client's matter. We make no such promises or guarantees. Our comments about the outcome of the client's matter, if any, are expressions of opinion only. It is impossible to predict how long a case will take, how much it will cost, or what the resulting outcome may be. Similarly, we do not make any guarantees to the client about the expense of the client's case. It is quite typical that the costs, expenses, and fees for legal services incurred in the client's case will substantially exceed the initial retainer fee deposit.

The Firm's scope of work on any water related project for which we have been engaged (e.g., a water rights transaction, due diligence investigation, litigation, or other representation in administrative proceedings or court), does **NOT** include the preparation or filing of any extensions of time to protect your water rights unless specifically agreed to in writing by the firm in our engagement letter. When such an engagement is undertaken by the firm, any filing pursuant thereto is made on a one-time basis and the firm will not make subsequent filings (e.g., at the conclusion of any extended filing period) absent a separate engagement in writing to do so. Accordingly, it is up to you to be aware of and comply with the terms of your permits and certificates and to either make appropriate filings when necessary, or to separately engage us in writing to undertake the work. The Division of Water Resources website (<http://water.nv.gov/>) contains a Water Rights Database in which you may find various deadlines for Nevada water rights.

We encourage our clients to contact the attorneys responsible for their matters if they have questions about our billings, policies, or procedures.

**ATTACHMENT 2
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"CP V" means City Parkway V, Inc.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability Firm – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 100px;">Name</td><td>Santoro Driggs Walsh et al.</td></tr><tr><td>Address</td><td>400 South 4th St. 3rd Floor LV</td></tr><tr><td>Telephone</td><td>(702) 791-0308</td></tr><tr><td>EIN or DUNS</td><td>88035668</td></tr></table>	Name	Santoro Driggs Walsh et al.	Address	400 South 4th St. 3rd Floor LV	Telephone	(702) 791-0308	EIN or DUNS	88035668	Block 2 Description Legal Services Contract No.
Name	Santoro Driggs Walsh et al.								
Address	400 South 4th St. 3rd Floor LV								
Telephone	(702) 791-0308								
EIN or DUNS	88035668								
Block 3 Type of Business <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>☐ Individual</td><td>☐ Partnership</td><td>☒ Limited Liability Firm</td><td>☐ Corporation</td><td>☐ Trust</td><td>☐ Other:</td></tr></table>		☐ Individual	☐ Partnership	☒ Limited Liability Firm	☐ Corporation	☐ Trust	☐ Other:		
☐ Individual	☐ Partnership	☒ Limited Liability Firm	☐ Corporation	☐ Trust	☐ Other:				

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gregory Walch/Member	400 S. 4th St., 3rd Flr., LV, NV 89101	(702) 791-0308
2.	Dennis Haney/Member	" "	" "
3.	Kenneth Woloson/Member	" "	" "
4.	Nicholas Santoro/Member	" "	" "
5.	Michael Kearney/Member	" "	" "
6.	J. Douglas Driggs, Jr./Member	" "	" "
7.	Richard Holley/Member	" "	" "
8.	Ronald Thompson/Member	" "	" "
9.	James Whitmire, III/Member	" "	" "
10.	Victoria Nelson/Member	" "	" "

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

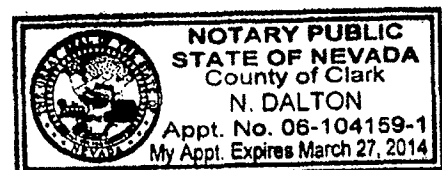
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

Name _____

Date _____

Subscribed and sworn to before me this 10th day of August, 2010.

N. Dalton Notary Public



Disclosure of Principals - Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	Jeffrey Albregts/Member	400 S. 4 th St., 3 rd Flr., LV, NV 89101	(702) 791-0308
12.	Dean Bennett/Member	" "	" "
13.	Andrew Glendon/Member	" "	" "
14.	Oliver Pancheri/Member	" "	" "
15.	Brian Boschee/Member	" "	" "
16.	Bryce Earl/Member	" "	" "
17.	Ogonna Atamoh/Member	" "	" "

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Block 1 Contracting Entity	Block 2 Description
Name Santoro Driggs Walsh et al.	Legal Services
Address 400 South 4th St. 3rd Floor LV	
Telephone (702) 791-0308	
EIN or DUNS 880356668	Contract No.
Block 3 Type of Business	
☐ Individual ☐ Partnership ☒ Limited Liability Firm ☐ Corporation ☐ Trust ☐ Other:	

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
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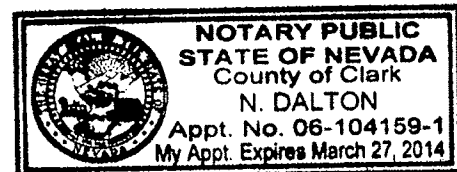
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16.	Bryce Earl/Member	“ “	“ “
17.	Ogonna Atamoh/Member	“ “	“ “